NHPUC No. 1 – WATER

ROSEBROOK WATER COMPANY, INC.

TARIFF

for

WATER SERVICE

in

THE STATE OF NEW HAMPSHIRE

Issued: _____ Issued by:_____
Michael Brunetti

Effective: _____ Title: Director

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Issued in Compliance with NHPUC Order No. 22,120 in Docket DW _____

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SERVICE AREA

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

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

DEFINITIONS

Approved backflow device-A backflow prevention device that has been manufactured to allow for accurate testing and inspection so as to allow verification of performance.

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

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

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

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

Cross-connection-Any actual or potential physical connection between public water supply and a potential source of contamination.

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

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

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

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

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TERMS AND CONDITIONS

1. Service Pipe.

a. Location.

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

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

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

b. Installation, Ownership, and Maintenance.

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

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

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

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

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

2. Winter Construction

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

3. Maintenance of Plumbing.

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

4. Meters.

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

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

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

d.Customers shall also install a remote reader outside of their condo/home. This reader will be provided by the Company. If any unit or subscriber does not have a reader installed within 120 days from written notification the Company will install one at owner's expense. If owner does not permit the Company to install reader then service may be turned off.

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

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keep outside remote readers accessible, including cleared of snow, landscaping and any other obstruction.

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

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

h. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place.In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fee for testing such meter will be ($150.00)or at market rate, which ever is greater. All fees arepayable in advance of the test.In the event the meter so tested is found to have an error in registration in excess of three percent (3%) at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter. This correction shall apply to both over-and-under registrations.

i.The customer shall permit no onewho isnot an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

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5. Hot Water Tanks.

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the customer's risk and in no case will the Company be liable for any damage occasioned thereby.

6. Restricted Use.

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

7. Cross Connections.

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

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

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

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

In order to prevent cross connection, each business that the Company has deemed to have a potential for cross connection must install a cross connection backflow preventer. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company.

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A chargeconsistent with current testing costs to the Companywill be made when a backflow preventer is tested. Reduced pressure type devices will be tested twice each year as required by NH Code of Administrative Rules, Env-WS 364 Backflow Prevention.

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8. Tampering.

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

(1)Valves must not be paved over in roadways.

(2) Shut offs must be accessible, clear of trees, bushes and mulch and a distance of not less than 4 feet from the building.

(3) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.

(4) Bypassesare prohibited except where approved by the Company. If necessary to have one, owner must install in a location specified by the Company.

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9. Company Liability

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

b. The Company will not be responsible for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates, valves or hydrants, or any other cause due to no lack of reasonable care on the part of the Company.

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

10. Landscape Repairs on Condominium Property

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

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11. Customer Responsibility

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

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12. Deposits.

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

13. Payment for Service.

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

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

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

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d. Non-water Rates:
Shut-off certified notice - $15.00
Service connection - $100.00
Penalty for Non-sufficient funds - $35.00
Pre-disconnection payment at premises - $40.00
Service Connection Charge - $100.00
Customer-requested meter testing - $150.00
Back-flow preventer testing – actual expense to Company
All non-water rates are subject to adjustment in order to recoup any cost to the Company

14. Applications for Service.

Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, he must present to the Company a permit in writing from the owner of the premises authorizing the company or the Company's agent to enter the premises and do the necessary work. Whether or not a signed application for service is made by the customer and accepted by the Company, the rendering of service by the Company and its use by the customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service.

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15. Disconnection of Service.

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

a. Non-payment (section 13b.)
b. Use of water for purposes other than described in the application.
c. Misrepresentation in the application.
d. Willful waste of water.
e. Tampering with Company property or not maintaining customer's property to allow ease of access for Company personnel
f. For vacancy as defined in PUC 1203.11.
g. For cross-connecting the Company's service pipe with any other supply source (section 7).
h. For not installing remote reader (section 4d)
i. For any other activity which violates the terms of the tariff.

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16. Vacancy of Premises.

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

17. Service Connection Charge.

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

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18. Right of Access.

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

19. Penalty for Bad Checks.

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

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20. Collection Policy.

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

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21. Main Pipe Extensions/New Connections/New Construction

Extensions of water mains, pipes and associated facilities to serve new customers will be made by the developer of the proposed subdivision or development at the developer's sole cost and expense. The developer shall also reimburse the Company for its costs to prepare agreements, review engineering plans, and inspect the new facilities.

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

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

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

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

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

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

c. To allow no one except Company to approve hook ups for hydrants or homes, and to establish connection. Except under unusual circumstances, the construction of main extensions will be carried on between April 15 and November 15 of each year.

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

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ORIGINAL PAGES 1 THRU 8 ARE TARIFF NO. 1 FOR ROSEBROOK AND PAGES 20 AND 21 WERE APPROVED IN DR 95-304 AND ADDED TO THE NEW TARIFF AS APPROVED RATE SCHEDULES¶
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NHPUC No. 1 – Water¶
Rosebrook Water Company, Inc.¶
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Third revised Page 20¶
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GENERAL - SERVICE - Metered

Rate Schedule - 'GM'

AVAILABILITY:

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

CHARACTER OF SERVICE:

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

RATES - Quarterly

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

Size of Meter	Initial Charge per Quarter
5/8"	$35.00
¾"	$38.50
2"	$101.50

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Dated April 30, 1996 in Docket DR 95-304
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NHPUC No. 1 – Water¶
Rosebrook Water Company, Inc.¶
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Fifth revised Page 21 ¶
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GENERAL - SERVICE - Metered (Continued)

Rate Schedule - 'GM'

QUANTITY OF WATER USED

Per 1000 gallons $04.04

MINIMUM CHARGE:

The minimum charge will be the Initial Charge.

TERMS OF PAYMENT:

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

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

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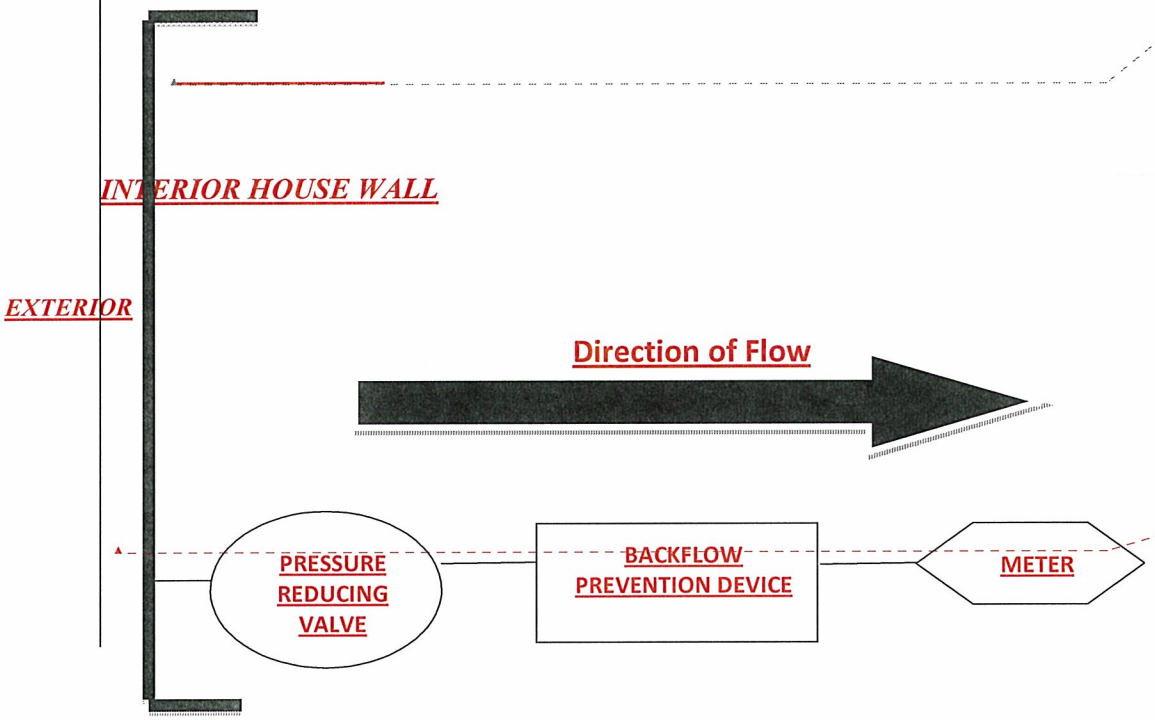
Dated April ___, 2000, Docket DR 99-073

Attachment A: INSTALLATION SEQUENCE



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