NHPUC No. 1 - WATER

AQUARION WATER COMPANY OF NEW HAMPSHIRE

TARIFF

for

WATER SERVICE

in

THE STATE OF NEW HAMPSHIRE

MAY - 6 2002

Authorized by NHPUC Order No. 23,924 in Docket No. DW 01-215

Issued: April 29, 2002 Issued by: Janet B Hanna

Effective: April 25, 2002 Title: President

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# SERVICE AREA

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

## SERVED IN WHOLE

Town of Hampton
Town of North Hampton

## SERVED IN PART

Town of Rye

Limited areas of the towns so identified above are as shown on the maps filed separately with the Commission and incorporated in this tariff by reference.

## APPLICATION FOR SERVICE:

1) All applications for water service must be made in writing on a form provided by the Company. The original application for service must be made by the property owner.

2) No agreement will be entered into by the Company with any applicant until all arrears and charges due by the applicant at any premises now or heretofore occupied by him shall have been paid.

3) The accepted application by the Company shall constitute a contract between the Company and the applicant, obligating the applicant to pay to the Company its rates as established from time to time and to comply with its Rules and Regulations.

4) Applications for service installations will be accepted subject to there being an existing main in a street or right-of-way abutting on the premises to be served. The contract in no way obligates the Company to extend its mains to serve the premises under consideration, except as set forth under "PROVISIONS FOR MAIN PIPE EXTENSIONS," page 8 and 9 of this tariff.

5) When a prospective customer has made application for a new service or has applied for the reinstatement of an existing service, it is assumed that the piping and fixtures which the service will supply are in order to receive same and the Company will not be liable in any case for any accident, breaks, or leakage arising in any way in connection with the supply of water or failure to supply same or the freezing of water pipes or fixtures of the customers.

## CUSTOMER DEPOSITS:

6) Subject to regulations established by the Public Utilities Commission, as security for payment of bills, the Company may require a satisfactory deposit or a written third-party guarantee, before rendering service to any customer. This deposit shall not be less than $ 10.00 nor more than the charge for utility service for a period of two (2) high use months, exclusive of the highest use month. Seasonal customers may be required to make a cash deposit equal to the estimated cost of the seasonal use. In case the billing period is changed and/or the estimate of the size of the bill is found to be incorrect, an adjustment shall be made in this deposit to suit the condition. Deposits of applicants should be payable at the time the application or jobbing order is made and shall be paid by the prospective customer upon demand.

7) Interest will be paid on deposits pursuant to Rules and Regulations of the Commission. Deposits, plus accrued interest thereon, less any amount due the Company, will be refunded (a) upon termination of service, or (b) when satisfactory credit relations over not less than twelve (12) months for a residential customer and twenty-four (24) months for non-residential customer have been established. When a deposit is applied against an account which has been terminated, interest shall cease to be accumulated on the balance at the date of termination. Deposits will be refunded within sixty (60) days of the date of termination.

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SERVICE CONNECTIONS:

8) The service pipe connection from the main to the property line will be installed by the Company, and only from the street which is the legal address of the premises served. Title to all services from main to property line, meters, and meter installations is vested in, and the same shall at all times remain the sole property of the Company, and shall not be trespassed upon or interfered with in any respect. This property shall be maintained by the Company and may be removed or changed by it a any time.

9) Curb stops shall not be used by the customer or his agent for turning on or shutting off the water supply. The control of the water supply by the customer shall be by means of a separate stop, located in general just inside the building wall. Curb stops are for the exclusive use of the Company.

10) The Company will furnish and install the following equipment: corporation stop, service pipe to the property line, curb stop and box. All service pipes to house shall have a minimum cover of at least four and one-half feet (4 1/2'). All service pipes shall not be less in size than three-fourths inch (3/4") inside diameter. On metered service the Company will furnish and set the meter in the basement or at the curb, provided that, if the meter is set at the curb, the customer shall bear the expense of an approved and suitable meter box.

11) The service pipe from the property line to the premises shall be installed at the expense of the customer. For this installation the customer shall employ a competent plumber, satisfactory to the Company to do the work. The minimum size and cover shall be the same as that used from main to property line. Materials and method of construction shall be approved by the Company and if the service has not been installed in accordance with the Company's requirements, water service will not be turned on until such defects have been remedied. The service pipes between the property line and the premises and all piping and fixtures on or in the premises of the customer shall be maintained by the customer and the work performed by a competent plumber in a manner satisfactory to the Company.

12) No service pipes shall be laid in the same trench with gas pipe, sewer pipe, or any other facility of a public service company, nor within three feet (3') of any open excavation or vault.

13) On future installations or re-installations of service lines, only one customer will be supplied through one service pipe. Where more than one customer is now supplied through one service pipe, and under the control of one curb cock, any violation of the rules of the Company by either or any of the customers so supplied shall be deemed a violation by all, and the Company may take such action as could be taken against a single customer, except that such action shall not be taken until the innocent customer who is not in violation of the Company's rules has been given a reasonable opportunity to attach his pipe to a separately controlled service connection.

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14) The word "customer" as used herein shall mean the following:

Any person, firm, corporation, co-operative marketing association, municipality of the state or nation supplied with water service any utility.

15) The Company shall, in no event, be responsible for maintenance of or for damage done by water escaping from the service pipe or any other pipe and fixtures on the outlet side of the curb cock; and the customer shall, at all times, comply with State and Municipal regulations in reference thereto and shall made any changes thereon required on account of change of grade, relocation or mains or otherwise.

METERED SERVICE:

16) All customers shall be metered and an individual meter shall be required for each premises and for each separate service connection where practicable.

17) All meters will be furnished by and remain the property of the Company, which reserves the right to stipulate the size, type and make of meter to be used, as well as the location of the setting.

18) When possible, the meter will be set in the basement in a convenient place to control the entire supply. Where this is impossible or impracticable, it may be set at the property line or some other location designated by the Company. All expense in connection with the proper housing shall be borne by the customer.

19) All meters shall be maintained by and at the expense of the Company insofar as ordinary wear and tear are concerned, but the customer will be held responsible for damages as a result of freezing, hot water or other external causes. When such damage occurs, the Company will furnish and set another meter to replace the one frozen or otherwise damaged, and the cost of such repairs including replaced parts, labor and transportation charges as are necessary shall be paid for by the customer.

20) The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be accepted as conclusive by both the customer and the Company, except when the meter has been found to be registering inaccurately, or has ceased to register. In such cases, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, or by the average registration of the new meter, whichever method is representative in the opinion of the Company of the conditions existing during the period in question.

**21)** 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 shown on tariff schedule of Miscellaneous.

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In the event that 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 test 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, shall be corrected accordingly. This correction shall apply to both over and under-registration.

22) The customer shall permit no one, not an agent of the Company, or person(s) authorized by 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.

PAYMENT FOR SERVICE:

23) Bills for service will be rendered periodically in accordance with "Term of Payment" noted on each specific Rate Schedule and are due and payable at the office of the Company upon presentation.

24) If payment in full of account is not made within thirty (30) days from the postmarked date of the bill, the Company reserves the right to institute proceedings to discontinue rendering service, in accordance with regulations of the New Hampshire Public Utilities Commission.

25) Whenever the customer desires to have his service contract terminated or his water service discontinued, he shall so notify the Company in writing. Until such notice is received by the Company, the customer shall be responsible for the payment for all service rendered by the Company, including charges for emergency termination, meter repairs caused by damage, hot water or freezing, or other external causes. These charges will be shown on tariff schedule of Miscellaneous Charges. A reasonable time of no more than four (4) business days after the receipt of such notice shall be allowed the Company to take a final reading of the meter or meters and to discontinue service.

26) The presentation or non-presentation of a bill shall not be held to be a waiver of any of the above rules.

GENERAL:

27) Subject to regulations established by the Public Utilities Commission, water service may be discontinued for any one of the following reasons:
a) Use of water for purposes other than described in the application.
b) Misrepresentation in application.
c) Willful waste of water.
d) Tampering with equipment furnished and owned by the Company.

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e) For abandonment.
f) Non-payment of bills when due.
g) For cross-connecting the Company's service pipe with any other supply source.
h) Refusal of reasonable access to property.
i) A condition dangerous to the health, safety or utility service of others exists; or
j) Clear and present danger of life, health, or physical property exists.
k) In the event that the Company, in consultation with the New Hampshire Department of Environmental Services Water Supply Engineering Bureau, implements water restriction, any customer found to not be complying with them will be subject to the following actions; 1) A written warning for the first offense, 2) Second offense - A second written warning with notice that any further violations will result in termination of water service, 3) Disconnection for third offense. Service will not be re-established unless compliance is assured. In the event water use restrictions are implemented, the Company will make customers aware of these restrictions through the local media and local governmental entities.

28) Whenever it is necessary for the Company to establish or restore service, a charge will be made, as shown on tariff schedule of Miscellaneous Charges.

29) All owners or tenants upon moving out of a premises should notify the Company in writing of the change in occupancy. Until the Company is so notified of a change in occupancy, the customer of record will be held responsible for all unpaid bills.

30) In the interest of public health, the Company will not permit its mains or services to be connected on any premises with any service pipe or piping which is connected with any other source of supply. Nor will the Company permit its mains or service pipes to be connected in any way to any piping, tank or vat or other apparatus which contains liquids, chemicals, or any other matter which may flow back into the Company's service pipe or mains, and consequently endanger the water supply.

31) The authorized agents of the Company shall have the right of access at all reasonable hours to the premises supplied with water for the purpose of reading meters, examining fixtures and pipes, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Water Company business.

32) The Company shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable effort to notify the customer in advance of such discontinuance of service, but it will not be liable for any damage or inconvenience suffered by the customer because of such discontinuance of service, or because of failure to notify the customer in advance of its intention to discontinue service.

33) The Company shall not be liable for any damage or inconvenience suffered by the customer as a result of interruption of service, quantity of supply, inadequate or changing pressure, quality of water or any cause beyond its control.

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Administrative Filing

34) Customers having boilers or any attachments on their premises, depending upon the pressure, quantity or quality of the water in the Company's mains, are cautioned against the danger of collapse of boilers or other damage to their equipment, as all such damage must be borne exclusively by the customer. The Company shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for fire or any other emergencies, and may restrict or regulate the quantity of water used by its customers in case of scarcity, or whenever the public welfare may require it.

35) Public fire hydrants will be installed and maintained by the Company upon receipt by the Company of a written order from the properly authorized officers of the Town or Fire Precinct. Such written order shall state the exact location in the public streets at which the hydrant is to be placed. After a hydrant has been installed, the cost of any change in its location shall be paid for by the Town or Fire Precinct requesting change.

36) Water from fire hydrants or other fire protection systems shall be used only for fire protection purposes, except that water from public fire hydrants may be used, in a reasonable amount and at such times as the Company may permit, for the purpose of testing the hydrants and fire fighting apparatus, such tests to be conducted only by the properly authorized agents or employees of said Town and after the consent of the Company has been obtained. No pumps will be permitted to be connected with the water pipes so as to draw water directly from main or service pipe, except for fire purposes, without specific permission from the Company.

37) The Town and Fire Department shall use the fire hydrants with reasonable care and will compensate the Water Company for any injury which may result from any carelessness or negligence on the part of any officer, servant or agent of the Town, or any member of a Fire Department using the same.

38) No customers, unless specially authorized to do so, shall open or close any of the Company's stop cocks or valves in any public or private line.

39) No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.

PROVISIONS FOR MAIN PIPE EXTENSIONS:

40) Main pipe extensions will be made upon application of prospective customers subject to the following terms and conditions:

a) Main extensions will be installed, maintained and remain the property of the Company and under its sole control and jurisdiction.

b) Highways and streets in which an extension is to be made must have been laid out, lines and grades established and rough graded, and the street dedicated to public use.

c) Main pipe extensions are to be at least eight (8) inches inside diameter. Whenever pipe extensions of larger size are installed, the cost to the applicant shall be estimated and computed on the basis of eight (8) inch pipe, except if provisions set forth in 40 d apply. In special cases where pipe of smaller diameter will meet the requirements for adequate service as determined by the Company, then the costs will be computed on the size installed.

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d) If extensions require additional facilities, such as standpipes, booster pumps or larger size pipe which are not necessary to the benefit of the system as a whole, then such costs shall be included in the estimated cost in determining the amount of Refundable Deposit.

e) The size of the pipe will be determined by the Company in accordance with conditions surrounding the extension, including the possibility of future use and expansion.

f) Main extension applications are to be made in writing, contracts executed and deposits, where required, made with the Company before materials are ordered.

g) When it is determined that anticipated revenues are insufficient to cover all operating expenses and to support the investment required to extend or install mains, then the following will apply:

1) The Company will extend its mains to serve individual prospective customers under a Refundable Extension Agreement. An "individual prospective customer" is defined as follows: "an owner of a premise, located on a dedicated street, for which water service is desired".

2) For main extensions averaging more than twenty-five (25) feet per individual prospective customer, the customer or group of customers will be required to deposit with the Company under a Refundable Extension Deposit Agreement, an amount equal to the construction costs (exclusive of services and meters) of such extension after deducting therefrom the cost of twenty-five (25) feet for each customer to be immediately served from said extension.

3) In addition to paragraph g(2), the Company will extend its mains for all others, including developers having lots for building construction or the sale of houses and the customer or group of customers requesting the Company to replace an existing surface main, or customer-owned line under a Refundable Extension Deposit Agreement.

4) All prospective customers requesting main extensions will be required to deposit with the Company under a Refundable Extension Deposit Agreement, an amount equal to the estimated costs (exclusive of services and meters) of such extensions.

5) The estimated deposit will be adjusted to actual cost upon completion of all work as set forth in the contract. Excess deposits over the original estimated deposit will be returned to the depositor and additional deposit will be requested from the depositor when it is determined that the actual cost of the work exceeds the original estimated deposit.

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6) The Refundable Extension Deposit Agreement will expire five (5) years from the date of the Agreement. Any part of said deposit or deposits not refunded within the five year period will remain the property of the Water Company. No interest will accrue on any part of the deposits.

7) The Company will refund to the depositor when and as additional bona fide customers are secured where service lines are directly connected to said main extension, an amount equal to two and one-half (2 ½) times the actual revenue from the first year of service for each such additional customer, provided, however, that the total amount refunded will not exceed the deposit, without interest.

COMPANY OWNED SEASONAL LINES:

41) No new seasonal line or extension of an existing seasonal line will be installed subsequent to the effective date of this tariff, and only those customers who can be served by the installation of a normal service connection will be added to these lines.

42) The Company at its expense will replace all Company owned seasonal lines, in public streets or where easements can be readily obtained at a nominal cost, and where installation costs can be justified by a reduction in operation and maintenance expenses and/or by an increase in revenues. Where installation costs are excessive, a cost sharing Agreement with the customers connected to the proposed replacement shall become effective subject to approval of the Public Utilities Commission.

CUSTOMER OWNED LINES:

43) No extension of a customer-owned line (seasonal or underground) or the addition of customers thereto will be permitted subsequent to the effective date of this tariff.

44) At the request of a customer or customer group, the Company will replace an existing customer-owned line (seasonal or underground) providing the customer or customer group pays to the Company the required construction cost, in accordance with the provisions of Section 40g(3)(4)(5)(6)(7).

## MISCELLANEOUS CHARGES

**Establishment of Service:**

Whenever it is necessary for the Company to establish or restore service for any reason during the normal Company working hours, other than an emergency termination, a charge of fifteen dollars ($15.00) will be made.

Whenever it is necessary for the Company to establish or restore service, including emergency termination, after the normal Company working hours, the charge shall be seventy-five dollars ($75.00)

**Meter Test Fees:**

In accordance with Rule 21 of the Company's Rules and Regulations, a charge will be made for testing meters as follows:

| | |
|---|---|
| For meters up to an including 1" in size | -$15.00 |
| For meters over 1" in size | - Actual Cost |

**Penalty for Bad Checks:**

Whenever a check or draft presented for payment of service (by any customer who receives service under the tariff) is not accepted by the institution on which it is written, a charge of $15.00 or 5% of the face value of the check or draft, whichever is greater, will be added to the customers' account.

**Cross-Connection Testing:**

| | |
|---|---|
| One Device Testing | -$75.00 |
| Each Additional Device | -$25.00 |

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## SCHEDULE OF WATER RATES FOR METERED SERVICE

**Available:**

To all customers except those using the Company's service for fire service and those who do not take metered water service for four (4) consecutive quarters.

**Rate:**

All general water service customers shall pay a service charge based on the size of the meter installed. Rate for consumption in addition to the service charge provided for herein: $2.4817 per 100 cubic feet.

**All Customers:**

**Service Charge:**

| Size of Meter | Per Month | Per Quarter |
|---|---|---|
| 5/8 inch | $ 9.63 | $ 28.89 |
| 3/4 inch | $ 14.44 | $ 43.32 |
| 1 inch | $ 24.07 | $ 72.21 |
| 1 1/2 inch | $ 48.14 | $ 144.42 |
| 2 inch | $ 77.03 | $ 231.09 |
| 3 inch | $ 144.43 | $ 433.29 |
| 4 inch | $ 224.92 | $ 674.76 |
| 6 inch | $ 402.46 | $ 1,207.38 |
| 8 inch | $ 738.70 | $ 2,216.10 |
| 10 inch | $ 1,138.87 | $ 3,416.61 |

**Terms of Payment:**

Bills for the service charge shall be rendered for three months in advance on the first day of each month following the quarterly meter readings. The billing for water consumed in the previous quarter shall be included with billing of the quarterly service charge.

**Penalty:**

A penalty of five percent (5%) will be added to bills which are unpaid after the due date printed on the bill as evidenced by the date of payment to the utility's authorized agent.

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## SCHEDULE OF WATER RATES FOR METERED SERVICE

To all customers taking water service for a period less than four (4) consecutive quarters, except those using the Company's service for fire service.

**Rate:**

All general water service customers shall pay a service charge based on the size of the meter installed. Rate for consumption in addition to the service charge provided for herein: $2.4817 per 100 cubic feet.

**Service Charge:**

| Size of Meter | | Per Season |
|---|---|---|
| 5/8 inch | $ | 144.45 |
| 3/4 inch | $ | 216.60 |
| 1 inch | $ | 361.05 |
| 1 1/2 inch | $ | 722.10 |
| 2 inch | $ | 1,155.45 |
| 3 inch | $ | 2,166.45 |
| 4 inch | $ | 3,373.80 |
| 6 inch | $ | 6,036.90 |
| 8 inch | $ | 11,080.50 |
| 10 inch | $ | 17,083.05 |

**Term of Payment:**

Bills for the service charge shall be rendered as of May 1st for each season or any part thereof. Bills for water consumption will be rendered as of September 1st or when the meter is removed. However, the Company reserves the right to bill for water consumed at more frequent intervals.

**Penalty:**

A penalty of five percent (5%) will be added to bills which are unpaid after the due date printed on the bill as evidenced by the date of payment to the utility's authorized agent.

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## SCHEDULE OF WATER RATES FOR PRIVATE FIRE SERVICE

**Available:**

To all customer using the Company's facilities for Private Fire Service.

**Rates:**

| Fire Service Connection | Per Year |
|---|---|
| 3 inch or less | $ 242.33 |
| 4 inch | $ 430.81 |
| 6 inch | $ 969.32 |
| 8 inch | $ 1,723.24 |
| 10 inch | $ 2,693.30 |
| 12 inch | $ 3,877.32 |

**Terms of Payment:**

Bills for Private Fire Service will be rendered three months in advance on the first days of January, April, July and October of each year. Bills are due and payable at the office of the Company when rendered.

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## SCHEDULE OF WATER RATES FOR PUBLIC FIRE SERVICE

**Available:**

To all customers using the Company's facilities for Public Fire Service.

**Rates:**

The hydrant charge for each municipal hydrant shall be $1,071.70 per annum.

**Terms of Payment:**

Bills for Public Fire Service will be rendered six (6) months in advance of January 1st and July 1st of each year. Bills are due and payable at the office of the Company on the above dates. The hydrant charge for each municipal hydrant shall be $1,071.70 per annum.

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AQUARION

APR 29 2002

**VIA Federal Express Delivery**
Debra Howland, Assistant Executive Director
New Hampshire Public Utilities Commission
8 Old Suncook Road
Concord, New Hampshire 03301-7319

April 26, 2002

Re: DW 01-215: Joint Petition of Aquarion Company, Hampton Water Works Company, American Water Works Company, Inc. and Greenwich Water Systems, Inc. For Approval of a Change of Control of Hampton Water Works Company

Dear Ms. Howland:

On March 1, 2002, the New Hampshire Public Utilities Commission adopted the terms of the Stipulation and approved the change of control of Hampton Water Works Company. Pursuant to the Commission's Order, Aquarion Company hereby submits for filing an original and eight copies of the supplement canceling Hampton Water Works Company's existing tariff and the compliance tariff of Aquarion Water Company of New Hampshire in accordance with N.H. Admin. Rules, Puc 1603.02 (b).

Please acknowkedge receipt of this filing by stamping the enclosed extra copy of this transmittal letter and returning it to me in the enclosed self-addressed, stamped return envelope. Thank you for your assistance. Please do not hesitate to call me at (203) 337-5965 if you should have any questions.

Very truly yours,

Linda M. Discepolo

Linda M. Discepolo
Director of Rates and Regulation

Enclosures
CC: Keith Bossung