NHPUC NO. 8 Water

FRYEBURG WATER COMPANY

TARIFF

FOR

WATER SERVICE

IN

THE STATE OF NEW HAMPSHIRE

Dated: August 20, 2008

Effective: October 1, 2008

Issued by:

Hugh Hastings II
President

Authorized by Docket No. DW07-115 NHPUC Order NO. 24,873 Dated July 9, 2008
Effective July 1, 2008

TERMS AND CONDITIONS

The following Terms and Conditions made by the Fryeburg Water Company and filed with the New Hampshire Public Utilities Commission constitute a contract between the Customer and the Company. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates.

DEFINITIONS

The word "Commission" refers to the New Hampshire Public Utilities Commission.

The word "Customer" means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of the service.

The word "Company" refers to the Fryeburg Water Company.

The word "Establishment" means a location at which water service is desired or being rendered.

The words "multi-unit Establishment" means any apartment buildings, duplex houses, condominiums, developments, mobile home parks and/or certain subdivisions.

The word "Main" means a water pipe, owned, operated and Maintained by the Company, which is used to transmit or distribute water but is not a Service Pipe.

The words "Service Pipe" mean a water line installed at the customers expense extending from a main to the premises of the Customer.

Other terms shall be as defined the Commissions Rules and Regulations.

1. APPLICATION OF SERVICE. The owner or the owner's agent, or the occupant of the establishment requesting a new service or an existing customer increasing its demand on the Company's system may apply for service on forms provided by the Company. Only the property owner may be an applicant for service to seasonal rental property. If a new service connection or other work to be done by the Company is required at the establishment, the owner must authorize the Company to enter the premises to do the necessary work.

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2. SERVICE PIPE. The Company shall specify the size and type of service pipe to be installed, installation standards and its location. The Company or the customer's contractor shall install the service drop portion of the service pipe, which is between the main and the curb stop, at the customer's expense. The Company shall own and maintain the service drop portion of the service pipe. The curb stop shall normally be located at the limit of the public way or the Company's right-of-way. The customer shall install, own and maintain the service pipe from the curb stop to the customer's establishment.

3. SEASONAL CUSTOMER. A seasonal Customer regularly takes service for only a portion of the year from either a summer or year-round main. A seasonal Customer will be subject to the rules and charges of seasonal rates in effect. A Customer regularly vacating the premises for three months or less may elect in writing to be classified as an annual Customer subject to normal annual charges 12 months of the year notwithstanding any requested temporary suspension of service.

4. BILLING ADDRESS. The customer is responsible for providing a correct billing address. Failure of the customer to receive a bill does not relieve the customer of the obligation of its payment nor from the consequences of nonpayment.

5. BILLING PROCEDURES. Minimum meter charges for annual metered service shall be billed quarterly in advance and water used in excess of the minimum will be billed in arrears at the end of the billing quarter.

Seasonal minimum meter charges will be billed and due immediately after the meter is set for the season. Bills for water used in excess of the minimum amount will be billed immediately after the final reading for the season. The Company reserves the right to render bills quarterly for excess water used by seasonal Customers.

Annual flat rate charges will be billed quarterly in advance. All customers billed on flat rates will be charged for all fixtures, whether used or not. A fixture having a cold water faucet and a hot water faucet will be charged as a single faucet. No water will be furnished for less than the first faucet rate. For purposes of flat rate billing, a hose is considered as such when used by hand only. A hose running unattended will be charged as a sprinkler according to the Company's rate schedule. No customer supplied with water on flat rates may install any additional fixtures or alter any previously

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installed fixtures without first giving written notice to the Company.

Seasonal flat rate charges will be billed and due immediately after the service is turned on for the season and include the costs of turning the service on at the beginning of the season and turning it off at the end of the season.

Public and private fire protection charges shall be due and payable in advance, each year, on a quarterly basis.

The Company does reserve the right to render bills monthly if it so desires for any of the service it provides.

All bills shall be payable at the office of the Company or at any designated collection station. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of its payment nor for the consequences of non-payment. Bills under these rates are net and are due and payable upon presentation. Unpaid balances outstanding 30 days after the billing date are past due and the Company will apply late payment charges at the rate Of 1% per month.

6. CREDIT AND COLLECTION PROCEDURES. All credit and collection procedures for residential Customers will be based upon the Commission's Rules and Regulations for customer service, NH Puc 1200. The Company may demand a deposit or other payment assurances from any residential Customer as provided by NH Puc 1203. The amount of a deposit shall not exceed the pro-rated charge for utility service for a period of 2 high-use months, exclusive of the highest-use month, as provided by NH Puc 1203.03. The interest rate on Customer deposits shall accrue at the prime rate as provided by Puc 1203.03.
All procedures for nonresidential Customers will be based upon Chapter 1200 of the Commission's Rules and Regulations.

7. DISCONNECTION OF LEASED OR RENTED PROPERTY. Before disconnecting a leased or rented single-meter, multi-unit residential property, the Company shall:

A. Comply with the notice requirements NH Puc Chapter 1200; and

B. Assess, against the landlord, a collection fee of $150.00 in addition to any applicable reconnection fee set forth in Section [6] of these Terms and Conditions; and

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C. At the Company's option, the Company may separately meter or cause to be separately metered each dwelling unit within the property at the landlord's expense; and

D. Apply any existing deposit to the current account balance; and

E. File a lien or attachment as may be authorized by New Hampshire law; and

F. Notify the Commission of the actions taken pursuant to these Terms and Conditions and their results.

G. Any tenant may become a Customer if the tenant assumes responsibility for future service.

H. In addition to the collection fee, the Company shall be entitled to recover, from the landlord, its reasonable costs incurred in collecting any overdue balance including, without limitation, attorney fees to the extent such costs exceed the collection fee.

8. CHARGE FOR ESTABLISHMENT OF SERVICE. The Company will charge $15.00 to establish water service if it is not necessary for the Company to visit the premises to connect the service. If it is necessary for the Company to visit the premises to connect the service (if the water is off and/or the meter is removed), the Company will charge $43.00 during the normal business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. The charge during other than normal business hours is $64.50 per hour with a minimum charge of $64.50.

9. RESTORATION OF SERVICE. The Company will charge a Customer a reconnection fee to restore services at the Customer's premises if service was disconnected for non-payment of bills, violation of these Terms and Conditions, fraudulent use of water, dangerous conditions on the Customer's premises, violation of Commission rules or temporary disconnection of service at the Customer's request.

The reconnection charge is $43.00 for each resumption of service made during the normal business hours of 8:00 a.m. to 4:00 p.m., Monday

through Friday. The charge during other than normal business hours is $64.50 per hour with a minimum charge of $64.50.

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10. COLLECTION TRIP FEE. If Company personnel visit the Customer's premises to disconnect service for non-payment and in lieu of actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Company will charge a collection fee of $10.00.

11. CHARGE FOR RETURNED CHECKS. The Company will charge the Customer's account for any check returned by the bank for reason of non-payment. The charge is the greater of $5.00 per check or the amount the bank charges the Company, not to exceed $15.00. The Company will furnish the Customer with proof of any bank charges in excess of $5.00.

12. UNAUTHORIZED USE OF WATER. No Customer shall supply water to another, nor use it for any purposes not mentioned in his/her application without prior Company approval. No person shall obtain water from any private hydrant, public hydrant or other fixture of the Company without prior approval.

13. MAINTENANCE OF PLUMBING. A Customer must maintain the plumbing and fixtures within his/her own premises in good repair and protect them from freezing or heat damage. If damage does occur, the Customer is liable for any expenses incurred by the customer or the Company.

14. NO TAMPERING WITH COMPANY PROPERTY. No person may tamper with Company property. No valve, shutoff, hydrant, or standpipe, which is the property of the Company, will be opened or closed or otherwise operated by other than persons authorized by the Company.

15. ACCESS TO PREMISES. Employees of the Company having proper identification shall have free access to all premises supplied with water, at all reasonable hours to permit the inspection of plumbing and fixtures, to set, remove or read meters, to ascertain the amount of water used and manner of use, and to enforce these Terms and Conditions.

16. LIABILITY. If, by reason of temporary shortage of supply or for the purpose of making repairs, extensions, connections, or placing or replacing meters, or for any reason beyond the control of the Company, it becomes necessary to shut off water in a main or service, the Company will not be responsible for any damages occasioned by such shutoff. The Company will not be responsible for damage caused by discolored water or unsatisfactory water service which may be

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occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any valves or hydrants, or any abnormal condition. The Company will not be responsible for meeting unusually high water quality standards for specialized or industrial customers.

17. SERVICE INTERRUPTION. The Company will provide notice of any planned shut-off to affected Customers at least twenty-four hours in advance of the interruption of service. The Company will give notice of any unplanned shut-off when practicable. If a Customer requests, the Company will make a pro rata reduction in the Customer's minimum bill if service is interrupted for longer than forty-eight hours and the interruption is not the Customer's fault.

18. METERING POLICY. All water service provided by the Company, except Public and Private Fire Protection Service, shall be on the basis of meter measurements. Individual units in multi-unit establishments shall be individually metered. Existing customers served on the basis of fixture rates may continue to be served on that basis until the Company is able to install a meter or requires the customer to install a meter pit. Existing multi-unit establishments served through a master meter may continue to be served through a master meter until the Company requires individual meters to be installed pursuant to subsections A through E of this section.

A. SERVICE TO A NEW MULTI-UNIT ESTABLISHMENT. The Company shall, before rendering service to a multi-unit establishment not previously serviced, require the owner of the establishment to arrange the piping so that a separate shutoff and meter may be installed for each unit in an accessible location acceptable to the Company.

B. SERVICE TO AN EXISTING MULTI-UNIT ESTABLISHMENT. When an existing metered multi-unit establishment, served through a single meter, is reconstructed, renovated, or when an establishment is converted to a multi-unit establishment, the Company shall require the owner to arrange the piping so that a separate shutoff and meter may be installed for each unit in an accessible location acceptable to the Company.

C. SERVICE TO A NEW ESTABLISHMENT. Whenever a new establishment applies for water service, the Company shall require that a meter be installed.

D. SERVICE TO AN EXISTING ESTABLISHMENT. All existing

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establishments served on the basis of fixture rates shall have a meter installed as soon as practicable. When an existing establishment served under fixture rates is reconstructed, renovated, or sold, the Company shall require that a meter be installed.

E. MOBILE HOME PARKS AND CERTAIN OTHER DEVELOPMENTS AND/OR SUBDIVISIONS. Whenever a mobile home park, development, or subdivision will have private ways or roads and the water mains will not be owned and maintained by the Company, the owner shall construct a meter pit(s), as specified by the Company, for the installation of one or more master meters. The Company will not assume responsibility for maintaining water mains, services, shutoffs, or service boxes it does not own.

The Company will bill the owner or operator of the mobile home park, development and/or subdivision for all unmetered units based upon the usage recorded on the master meter(s).

F. UTILITY ROOM. Whenever a multi-unit establishment is constructed or converted with a separate utility room, requiring water for laundry, boilers, outside spigots, or any other uses, which functions as a separate unit or a unit in common for all other units, it shall be separately metered.

19. METER PIT POLICY. The Company may require the owner/developer of an establishment or multi-unit establishment to supply and install a meter vault(s) to its specifications as a condition of service when:

A. The customer fails to provide a clean, warm, dry, safe and accessible location for the meter inside a building or structure.

B. The actual laying length of the service pipe measures over 300' from the street line and a main extension is not required.

C. The location of the service pipe makes discovery of a possible leak unlikely.

D. A single service supplies two or more units with no suitable common area in which to install the meters.

E. Two or more units are supplied through multiple services, any one of which is located in front of, or enters a unit other than the unit it serves.

F. An existing service is deemed by the Company to be substandard or deteriorated and the customer refuses to

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replace it.

20. METER TESTING. The Company will test its water meters according to the schedule and standards in NH Puc Chapter 605. Upon Customer request, the Company will test the Customer's water meter in the presence of the Customer or representative, at no charge unless the Customer requests more than one test in an 18-month period. If the Customer requests a test more frequently, the Company may require the Customer to pay an $80.00 deposit to cover the cost of the test. If a meter tested at the Customer's request does not conform to standards, the Customer's deposit will be refunded and the Company will adjust the Customer's bill according to the provisions of NH Puc Chapter 605. If the meter conforms to standards, the Company may keep the Customer's deposit and continue to use the meter at the Customer's premises.

21. SUBMETERING. Additional or auxiliary meters for showing subdivision of water use must be furnished, installed, read and Maintained at the Customer's own expense.

22. STOP VALVE. Every service must be provided with an operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to prevent back-syphonage and to permit draining whenever necessary. An appropriate back-flow prevention device may be required by the Company's Cross Connection Control Program.

23. CROSS CONNECTIONS. No cross connection between the public water supply system and any other supply will be allowed unless properly protected in accordance with the directives and rules of the N.H. Department of Environmental Services and the Maine Division of Environmental Health (DEH), and no new cross connection may be installed without the approval of the N.H. DES, the Maine DEH and the Company. In addition, 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 owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Company, the Company may disconnect the service pursuant to NH Puc Chapter 1200. The Company's cross connection rules are on file at the Company office.

24. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS. No Customer shall install or use any device or apparatus which will affect the Company's pressure or operating conditions so as to interfere with

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the service of another customer. Where a customer has installed, or proposes to install, apparatus which requires water in sudden and/or material quantities impairing the pressure to the detriment, damage or disadvantage of other customers, the Company reserves the right to require such customer to install devices or apparatus which will confine such fluctuation of demand or reduction of pressure within reasonable limits determined by the Company.

If the customer, after receiving written notice from the Company, fails to present as acceptable remedial plan within a time limit set by the Company, service will be discontinued pursuant to the provisions of NH Puc Chapter 1200.

25. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES. All customers having direct pressure water devices, including but not limited to booster pumps, hot water tanks or secondary systems supplied by automatic feed valves, shall have installed and maintained in operating condition appropriate vacuum, temperature and pressure relief valves and low water cutouts in their water system to prevent damage should it become necessary to shut off the water main or service or should a pressure failure occur for any other reason. Water service supplied to any customer not providing such protective devices will be strictly at the risk of the customer. The customer will be liable for damage resulting from the lack or failure of such protective devices or high pressure from thermal expansion.

26. COMPANY JOBBING. Jobbing is the provision of unregulated utility service, such as construction services. A Customer must complete a written application before the Company will provide jobbing services. The Customer must pay a deposit equal to the Company's written estimate. Unless the work is done on a flat rate basis, the Company will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion.

The hourly rate for Jobbing during normal business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, is $43.00. The hourly rate for other hours and holidays is $64.50. The Company shall establish fair and reasonable rates for its machinery and equipment. Materials furnished by the Company shall be billed at cost plus 25%.

27. WINTER CONSTRUCTION. No new service or extension of Mains will

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be installed for the convenience of a Customer during winter conditions (normally between November 1st and May 1st) which increases the cost of the work for the Company unless the Customer assumes all extra expense over ordinary construction costs.

28. JOINT USE OF SERVICE PIPE TRENCH. Normally, water Service Pipes will not be placed in the same trench with other Company facilities. Where possible, a horizontal separation of ten feet will be provided.

Where extenuating, unusual or special circumstances are encountered, a lesser separation of joint use of trench may be allowed provided that the installation complies with all applicable laws, rules and regulations and it is approved by the Company, the N.H. Department of Environmental Services and the Maine Division of Environmental Health.

29. WASTE OF WATER. Customers on flat rates must prevent all unnecessary waste of water. Water will not be supplied on flat rates for any continuous flow device. The Company will decide what constitutes waste or improper use and will restrict usage when necessary. When necessary to conserve the water supply, the Company may restrict or prohibit the use of hoses and sprinklers for metered and flat rate Customers.

30. FIRE HYDRANTS. Public and Private fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Company. Fire Hydrants must not be opened by any person other than an agent of the Company or a duly authorized representative of the municipality or the owner.

31. PRIVATE FIRE PROTECTION. Customers requiring private fire protection must contract the Company to determine the availability of fire service at their location. Fire service, if available, will be installed at the Customer's expense within the bounds of the public way or right of way. The fire service line, after installation, will be owned and maintained in the public way or right of way by the Company. Ready-to-serve charges for fire services are billed quarterly. The Company does not guarantee any quantity of water or pressure available through a fire protection service. The owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. Timely notice must be given to the Company so a representative of the Company can be present to observe the test.

QUARTERLY, MONTHLY AND SEASONAL RATES FOR WATER TO NEW HAMPSHIRE METERED CUSTOMERS

QUARTERLY RATES

For the first 1,200 Cu. Ft. Per Quarter	$37.70	I
For the next 1,800 Cu. Ft. Per Quarter	2.42 per 100 Cu. Ft.	I
For the next 69,000 Cu. Ft. Per Quarter	.96 per 100 Cu. Ft.	I
For all over 72,000 Cu. Ft. Per Quarter	.67 per 100 Cu. Ft.	I

MONTHLY RATES

For the first 400 Cu. Ft. Per Month	$12.57	I
For the next 600 Cu. Ft. Per Month	2.42 per 100 Cu. Ft.	I
For the next 23,000 Cu. Ft. Per Month	.96 per 100 Cu. Ft.	I
For all over 24,000 Cu. Ft. Per Month	.67 per 100 Cu. Ft.	I

SEASONAL RATES

For the first 2,400 Cu. Ft. Per Season	$105.95	I
For the next 600 Cu. Ft. Per Season	2.42 per 100 Cu. Ft.	I
For the next 69,000 Cu. Ft. Per Season	.96 per 100 Cu. Ft.	I
For all over 72,000 Cu. Ft. Per Season	.67 per 100 Cu. Ft.	I

MINIMUM CHARGES AND MINIMUM ALLOWANCES

METER	QUARTERLY MINIMUM		MONTHLY MINIMUM		SEASONAL MINIMUM	
SIZE	CHARGE	ALLOWANCE	CHARGE	ALLOWANCE	CHARGE	ALLOWANCE
5/8"	37.70	1,200	12.57	400	105.95	2,400
3/4"	59.48	2,100	19.83	700	131.99	4,200
1"	87.02	3,600	29.01	1,200	160.79	7,200
1 1/2"	121.58	7,200	40.53	2,400	229.91	14,400
2"	167.66	12,000	55.89	4,000	322.07	24,000
3"	282.86	24,000	94.29	8,000	552.47	48,000
4"	398.06	36,000	132.69	12,000	782.87	72,000
6"	743.66	72,000	247.89	24,000	1,265.27	144,000

Issued: July 9, 2008

Effective: July 1, 2008

Hugh Hastings II
President

Authorized by NHPUC Order No. 24,873 in Docket No. DW 07-115 dated July 9, 2006

NHPUC NO. 8 Water

FRYEBURG WATER COMPANY

SUPPLEMENT No. 1

TARIFF

For

WATER SERVICE

In

THE STATE OF NEW HAMPSHIRE

Dated: August 20, 2008

Effective: October 1, 2008

Order No. 24,890
Docket No. DW 07-115
Dated August 29, 2008

Issued by:

Hugh Hastings II
President

RATE CASE EXPENSE SURCHARGE
RATES FOR WATER SERVICE TO NEW HAMPSHIRE CUSTOMERS

Each of the Company's New Hampshire customers shall be charged a rate case expense surcharge as indicated below. This rate shall become effective for service rendered beginning on or after October 1, 2008 and shall expire on March 31, 2011 after 30 months.

QUARTERLY SURCHARGE

The rate case expense surcharge for accounts billed quarterly shall be $32.69 per quarter or part thereof.

MONTHLY SURCHARGE

The rate case expense surcharge for accounts billed monthly shall be $10.90 per month or part thereof.

SEASONAL SURCHARGE

The rate case expense surcharge for accounts billed seasonally shall be $130.76 per season or part thereof.

Dated: August 20, 2008

Effective: October 1, 2008

Order No. 24,890
Docket No. DW 07-115
Dated August 29, 2008

Issued by:

Hugh Hastings II
President