Original Title Page

NHPUC NO. 1

PENNICHUCK EAST UTILITY, INC.

TARIFF

FOR WATER SERVICE

IN THE STATE OF NEW HAMPSHIRE

Docket 96-227
Order # 22,893, 22,880, 22,792

APR 30 1998
N.H. PUBLIC UTILITIES COMMISSION

Issued: April 3, 1998

Issued by: Bonalyn J. Hartley

Effective: April 3, 1998

Title: Vice President, Controller

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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. Town of Litchfield. See Commission Order # 11,120 in DE - 6533.
Town of Litchfield: Sawmill. See Commission Order #

B. Town of Londonderry, except for the portion served by Manchester Water Works. See Commission Order # 18,760 in DE 86-230.

C. Town of Windham, all areas not served by another water system. See Commission Order # 17,597 in DE 85-39.

D. Town of Pelham. See Commission Order # 19,487 in DE 88-162.

E. The Company's satellite franchise areas as follows:

1. Atkinson
2. Beaver Hollow, Sandown
3. Farmstead, Derry
4. Green Hills, Raymond
5. Liberty Tree, Raymond
6. Rolling Hills, Plaistow
7. Smythe Woods, Hooksett
8. Maple Hills, Derry
9. Oakwood (Derry and Windham)
10. White Rock Senior Living Community, Bow.

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Authorized by NHPUC Order No. 24,264 in Docket No. DW 03-023.

DEFINITIONS

Arrearage	means any amount due to the Company for basic utility service which remains unpaid after the due date printed on the original bill.
Basic Utility Service	means any tariffed fee or rate that has been filed with and approved by the "Commission".
Commission	means the New Hampshire Public Utilities Commission.
Complaint	means an expression of dissatisfaction by a customer which the Company failed to resolve to the customer's satisfaction after the intervention of a supervisory employee of the Company.
Current Bill	means the amount of money due to the Company for basic utility service, including all applicable state and federal taxes, rendered in the most recent billing period.
Customer	means any person, firm, partnership, corporation, cooperative marketing association, tenant, governmental unit, or a subdivision of a municipality, or the State of New Hampshire, except for the purpose of Section 33 of this Tariff.
Customer Service Pipe	means that section of service pipe from the customer's property line or the curbstop to the meter.
Disconnection	means a technological function which occurs when a customer is physically or effectively separated or "shut off" from the Company service.
Due Date	means the date no less than 25 days from the date the bill is mailed by the Company.
Franchise	means the right to conduct business as a public utility pursuant to RSA 374:22 and RSA 374:26.
Late Payment	means any payment made to the Company or its authorized agent after the due date printed on the bill.
Main Pipe	means the supply pipe from which service connections are made to supply water to customer.
Meter	means a device installed by the Company to measure the amount of water quantities to be used as a basis for determining charges for water service.

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Issued by Bonalyn J. Hartley

Effective: October 1, 2001

Title: Vice President, Controller

Authorized by NHPUC Order No. 23,780 in Docket No. DW 01-025, dated September 21, 2001.

DEFINITIONS cont.

Prime rate	means the rate reported in the Wall Street Journal on the first business day of month preceding the beginning of each calendar quarter, or the average of the rates so reported on that day.
Service Connection	means the point of connection between the customer's service line and the utility's service line.
Service Pipe	means the pipe running from the main pipe to inside the cellar wall of the customer's building or point of property entrance.
Tariff	means the current schedule of rates, charges, terms and conditions filed by the Company and either approved by the "Commission" or effective by operation of law.
Termination	means a bookkeeping function which occurs when a customer's account is closed permanently.
Undue delay	means more than 3 business days from the date for which service was requested, except during severe storms, heavy seasonal activity, and other similar unforeseeable circumstances.
Company	means Pennichuck East Utility, Inc., (the Company) a water utility under New Hampshire statutes.

TERMS AND CONDITIONS

SERVICE PROVISIONS (PUC 1203)

1. INITIATION OF UTILITY SERVICE (PUC 1203.01)

   A. All applicants for service under the Company's filed tariff may be required to make application to the Company in writing, in accordance with the forms prescribed by the Company.

   B. An applicant for service may initially make application to the Company orally. Written confirmation of the oral application may be required by the Company to be made within 10 days.

   C. The location to which an applicant requests service shall be:

      1. Within the Company's authorized franchise area; and

      2. Equipped with existing utility facilities in compliance with local occupancy requirements.

      3. The Company may charge for connection of service as specified in its tariff.

      4. Upon compliance by an applicant with the application requirements, the Company shall complete the service connection, where facilities exist, without undue delay.

      5. Connection of service for which there is no tariffed rate of general application may be rendered after review by and authorization from the commission of a special contract between the Company and the applicant.

      6. The Company shall not deny service to any otherwise qualified applicant based upon any of the following characteristics: (a) Income; (b) Home Ownership; (c) Race; (d) Color; (e) Creed; (f) Gender; (g) Marital status; (h) Age, with the exception of unemancipated minors; (i) National origin; or (j) Disability.

   D. The applicant shall be required to sign a Low Pressure or High Pressure agreement as a condition of service when the following conditions exist:

      1. Low Pressure Agreement – A low pressure agreement is required when the average pressure at the meter entrance under no flow conditions is less than 40 psig or the pressure variations exceed 33% above or below the average operating pressure. When low pressure conditions exist, the applicant shall install a water booster pump as a condition of receiving service.

      2. High Pressure Agreement – A high pressure agreement is required when the average pressure at the meter entrance under no flow conditions exceeds 80 psig. When high pressure conditions exist, the applicant shall install a pressure reducing valve as a condition of receiving service.

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TERMS AND CONDITIONS

2. INFORMATION TO CUSTOMER (PUC 1203.02)

   A. Upon a customer's request, the Company shall provide information as to what might be the most advantageous tariffed rate or rates available to that customer.

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TERMS AND CONDITIONS, cont.

B. Upon a customer's request, the Company shall provide a written description of the Company's method of reading meters and deriving billing therefrom.

C. The Company shall send to each of its customers a clear and concise statement of the rate schedules applied for and indicate which schedules are applicable to that customer.

D. The information required to be distributed to customers under (C) above shall be distributed using the following time frame:

1. For the monthly billing system, this statement shall be sent no later than 30 days from the date of filing; and

2. For the quarterly billing system, this statement shall be sent out no later than 60 days from the date of filing.

E. Not less than once each year, the Company shall transmit to each of its customers a clear and concise statement of the existing rate schedules in the following manner:

1. Each new customer shall be provided with the statement upon application for service; and

2. Existing customers shall be sent the statement as a bill enclosure.

F. The statements required by (C) and (E) above shall include the toll-free number of the commission's consumer assistance department 1-800-852-3793.

G. All information required under PUC 1203.02 shall be provided in a particular foreign language when 25% or more of the population within the Company's service area speaks that particular foreign language as its primary language. The determination of the percentage shall be made by the commission based upon data obtained from the New Hampshire office of state planning.

H. At the time a customer contracts for private property construction involving installation or modification of utility services, the Company shall give written notice to the customer that if the customer requests additional service from another utility additional charges to the customer from the other utility might be charged.

3. DEPOSITS (PUC 1203.03)

A. As a condition of new residential service, the Company may require a deposit, or a written guarantee as provided for in (B) below, in the following circumstances:

1. When the customer has an undisputed overdue balance, incurred within the last 3 years, on a prior account with a water utility;

2. When the Company has successfully obtained a judgment against the customer during the past 2 years for non-payment of a delinquent account for water utility service;

3. When the Company has disconnected the customer's service within the last 3 years because the customer interfered with, or diverted, the service of the Company situated on or about the customer's premises; or

TERMS AND CONDITIONS, cont.

4. When the customer is unable to provide satisfactory evidence to the Company that he or she intends to remain at the location for which service is being requested for a period of 12 consecutive months, as described in (a) below, unless he or she provides satisfactory evidence that he or she has not been delinquent in his or her similar water utility service accounts for a period of months, in which case no deposit shall be required.

5. For purposes of paragraph (4) above, the following shall apply:

   a. Satisfactory evidence of intent shall consist of a copy of the customer's deed, lease or letter from a landlord; and

   b. Satisfactory evidence of non-delinquency shall consist of oral or written statements by a representative of the similar water utility service.

B. As a condition of existing residential service, the Company may require a deposit or a written guarantee as provided for in (D) below, in the following circumstances:

1. When the customer has received the following number of disconnect notices for non-payment within a 12 month period:

   a. For customers billed monthly: 4 disconnect notices for water service;

   b. For customers billed every 2 months: 3 disconnect notices, and;

   c. For customers billed quarterly: 2 disconnect notices for water service;

2. When the customer's service has been disconnected for non-payment of a delinquent account;

3. When the Company has disconnected the customer's service because the customer interfered with, or diverted, the service of the Company situated on, or delivered on or about, the customer's premises; or

4. When the customer has filed for bankruptcy, including the Company as a creditor under the filing, and the filing has been accepted, in which case the deposit requirement shall be in accordance with 11 U.S.C. 366.

C. As a condition of non-residential service, the Company may require a deposit.

D. As part of any deposit request, the Company shall inform the customer, orally and in writing, of the option to provide a third-party guarantee in lieu of deposit pursuant to (E) below.

TERMS AND CONDITIONS, cont.

E. In lieu of a deposit, the Company shall accept the irrevocable written guarantee of a responsible party such as a social service organization, a municipal welfare agency, a bank, or a customer in good standing of the Company as a surety for a customer service account, provided that any such guarantee shall:

1. Be in writing;

2. Include the maximum amount guaranteed; and

3. Specify that the Company shall not hold the guarantor liable for the sums in excess of the maximum amount guaranteed unless agreed to in a separate written agreement.

F. The responsible party assuring the guarantee referenced in (E) above shall be released from liability and no further deposit shall be required from the customer at the point in time when all bills have been paid without delinquency for 12 consecutive months for a residential customer and 24 consecutive months for a non-residential customer.

G. Any deposit required pursuant to PUC 1203.03 shall be subject to the following terms and conditions:

1. The amount of deposit shall be:

   a. No less than $10; and

   b. No more than the charge for utility service for a period of 2 high-use months, calculated as described below, exclusive of the highest-use month:

      1. For new utility customers, high-use billing months shall be determined by estimation based on the following:

         (I) Customer information about the prior customer at that service address;
         (ii) Customer specific characteristics;

      2. For current utility customers, high-use months shall be determined by either:

         (I) Actual past bills from the prior 12 months, or
         (ii) If current use customers have less than 12 months of actual service, high-use months shall be determined pursuant to (a.) above;

2. All deposits shall accrue simple annual interest from the date of deposit to the date of termination;

3. Interest shall accrue at a rate equal to the prime rate;

4. When a deposit has been held longer than 12 months, interest shall be paid to the customer or credited to the customer's current bill not less than annually;

TERMS AND CONDITIONS, cont.

5. The entire deposit plus interest accrued shall be refunded when all bills have been paid without arrearage for 12 consecutive months for a residential customer and 24 consecutive months for a non-residential customer;

6. With the agreement of the customer, deposits plus the interest accrued thereon may be applied against the current bills until the balance of the deposit is exhausted;

7. Upon termination of service, the deposit plus interest accrued less any amount due the Company shall be refunded within 60 days of the date of termination;

8. The Company shall maintain a detailed record of all deposits received from customers showing: (a) the customer's name; (b) the location of the service; (c) the date the deposit was made; (d) the amount of the deposit; (e) the amount of interest accrued; (f) the date refunded to the customer; and (g) any amount credited to the customer's account;

9. The record required by (8) above shall be maintained by the Company for a period of 3 years subsequent to refunding the customer's deposit;

10. Either by mail or in person, the Company shall provide each customer with a receipt for any deposit containing, at a minimum: (a) the customer's name; (b) the location of the service; (c) the date and amount of the deposit payment; (d) and a statement of the terms and conditions governing the receipt, retention, refund, and payment of deposits pursuant to PUC 1202.03;

11. The Company shall offer the customer the opportunity to pay the deposit in installments as follows:

    A. Except as otherwise negotiated pursuant to (B.) and (C.) below, payment shall be in 3 monthly installments with the first payment due immediately, the second payment due within 30 days, and the final payment due within 60 days, provided that:

        1. The first payment shall be for no more than the charge for one month's utility service calculated as provided in PUC 1203.03 (G) (1) (b) ; and

        2. The second and third payments shall be in equal installments of the remainder due.

    B. Nothing shall prohibit the Company from negotiating payment of the deposit over a period longer than 3 months;

    C. Nothing shall prohibit the customer from negotiating payment of the deposit over a period shorter than 3 months; and

    D. Payment of the deposit in installments shall not relieve the customer of the obligation to pay the current bill in a timely manner.

TERMS AND CONDITIONS, cont.

H. The Company shall not require a residential customer to make a deposit or furnish a guarantee as a condition of new or continued service based upon income, home ownership, residential location, race, color, creed, sex, marital status, age, or national origin and shall make such requirement only in accordance with PUC 1203.03.

I. A customer may request a conference with the commission staff if he/she is dissatisfied with the Company's request for deposit, within the following time limits:

1. A new customer shall request a conference with the commission staff at any time prior to commencing service; and

2. An existing customer shall only request a conference with the commission staff within 7 days from receipt of the Company's request for deposit.

J. Service disconnection's resulting from the enforcement of PUC 1203.03 shall be delayed pending commission resolution of the customer's request for a conference pursuant to (I) above.

K. As part of any deposit request, the Company shall inform the customer, orally and in writing, of his/her rights and responsibilities as described in (I) above.

4. METER READING (PUC 1203.04)

A. The Company which uses meters shall read all service meters at regular intervals and on the corresponding day of each meter reading period insofar as practicable within regularly scheduled work days.

1. The Company may, however, at its option read some or all meters in alternate months, and render a monthly bill. If a monthly bill is rendered in the intervening month it shall be based upon an estimated consumption of water.

a. Estimated readings will be based on the customer's historical available data.

2. When a meter reading is obtained and an actual quantity of water is determined, the estimated quantity previously billed will be deducted from the total quantity used during the period and a bill rendered for the remaining quantity.

a. If the estimated consumption is greater than the actual meter reading a credit will be issued to the customer's account.

3. In the event a meter reading cannot be obtained at the regularly scheduled time, whether monthly or in alternate months, postcards (postage pre-paid) may be used by the customer to record the reading or the customer may call the Company with a meter reading.

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TERMS AND CONDITIONS, cont.

a. If the customer calls or returns the postcard in the time described thereon, the pertinent bill will be based on the card reading or call; otherwise, it will be estimated.

4. Bills rendered for service on an estimated basis shall have the same force and effect as those based upon actual meter readings.

B. Specific rules regarding meter readings for these Utilities shall be found in PUC 600 for water utilities.

5. IMPLEMENTATION OF RATE CHANGES (PUC 1203.05)

A. Unless the Company petitions the commission for a waiver, all rate changes, with the exception described in (B) below, shall be implemented on the basis of service rendered on or after the effective date of the approved rate change.

B. In the event of unbilled revenues as defined in (C) below, the Company may collect the unbilled, unpaid balance only after:

1. Providing the commission with the information listed in (D) below; and

2. Petitioning in writing for and obtaining commission approval.

C. For purposes of this section, "unbilled revenues" means under collection of approved rates due to failure on the part of the Company to implement the rate on its effective date.

TERMS AND CONDITIONS, cont.

D. The Company seeking approval to collect unbilled revenues shall provide the commission in writing, the following:

1. A description of the failure to bill;
2. An explanation of why the failure occurred;
3. The proposed time period over which the Company proposes to recover the unbilled, unpaid balance and the Company's rationale for same;
4. The impact on the monthly bills of customers; and
5. The number and percentage of customers included in the approved rate change who are affected by the error.

E. The commission shall not approve collection of unbilled revenues unless the commission determines that:

1. The Company's error was inadvertent;
2. The time period for collection of the unbilled revenues does not impose undue hardship on ratepayers; and
3. The proposed collection meets the standards contained in RSA 378:7.

6. BILL FORMS (PUC 1203.06)

A. This section shall apply to water utilities.

B. Bills shall be rendered at regular intervals.

C. Bills shall indicate at a minimum:

1. The date of the current meter reading;
2. The current meter reading;
3. The prior meter reading;
4. Any applicable penalty date;
5. The approximate date of the next meter reading;
6. All factors necessary to compute the charges;
7. The charges;

TERMS AND CONDITIONS, cont.

8. The Company's customer service phone number;

9. A statement that customers should call the Company regarding billing questions; and

10. A statement that customers may call the commission for further assistance after first attempting to resolve disputes with the Company.

D. Bills for residential and non-residential service customers shall include one of the following:

1. Summary of the current applicable rate; or

2. Notice that a printed copy of the current applicable rate shall be furnished upon request.

E. Bills shall be delivered via first class mail.

F. The Company shall keep an accurate account of all charges for service billed to each customer and shall maintain records showing information from which each bill rendered may be readily computed.

G. Upon request of a customer, the Company shall provide the customer with a clear and concise statement of the actual consumption of service by the customer for each billing period during the prior year.

7. PAYMENT ARRANGEMENTS (PUC 1203.07)

A. With the exception stated in (B) below, when a residential customer is unable to pay the total arrearage due, the Company shall continue to provide service to the customer if the customer agrees to a payment arrangement wherein the customer shall:

1. Pay a reasonable portion of the arrearage as agreed by the customer and the Company;

2. Pay the balance of the arrearage in reasonable installments as agreed to by the customer and the Company; and

3. Pay the current bill and all future bills by the due date printed on the bill.

B. When a residential customer is unable to pay the total arrearage due and the Company has been notified that a medical emergency exists pursuant to PUC 1203.11 (d), the Company shall continue to provide service to the customer if the customer agrees to a payment arrangement wherein additional flexibility is built into the payment arrangement, including but not limited to negotiating a flat monthly payment, for application to both the arrearage and the customer's current bill.

TERMS AND CONDITIONS, cont.

C. In deciding upon the reasonableness of a payment arrangement, the customer and the Company shall consider the:

1. Size of the arrearage;
2. Estimated size of the customer's future monthly bills;
3. Customer's payment history;
4. Amount of time that the arrearage has been outstanding;
5. Reasons why the arrearage is outstanding and whether those reasons will or will not continue during the course of payment; and
6. Customer's ability to pay.

D. For an arrearage resulting from a non-registering meter, meter reading error, or a reconciliation between estimated billings and actual usage, the payment arrangement shall extend for a minimum period of time equal to the period of time for which the error is being re-billed.

E. For billing adjustments due to specific meter inaccuracies PUC 605.05(b) shall apply.

F. The Company may require payment at shorter than monthly intervals if the payment arrangements are made in lieu of disconnection or upon reconnection without a deposit.

G. The Company shall confirm all payment arrangements in writing and issue a copy to the customer by mail or by hand within 5 business days of the date the arrangement is made.

H. Written confirmation, pursuant to (G) above shall include a statement that:

1. Failure to comply with the payment arrangement can result in disconnection without further notice; and
2. The customer can contact the commission's consumer assistance department if the customer disagrees with the confirmation.

I. The purpose of written confirmation as required by (G) above shall be to assure the customer of an opportunity to review and verify the terms of the payment arrangement.

J. The Company shall not disconnect any customer for failure to comply with a payment arrangement which has not been timely confirmed in writing and received by the customer. For purposes of this section, receipt by the customer of a mailed confirmation shall be presumed 3 days subsequent to mailing, or the actual date of delivery when known.

TERMS AND CONDITIONS, cont.

K. The Company may disconnect without additional notice any customer for failure to comply with a properly confirmed payment arrangement, except as provided for in PUC 1203.07 (b) which deals with medical emergencies.

L. A customer may make payments pursuant to a properly confirmed payment arrangement to an authorized agent of the Company.

M. At the conclusion of every payment agreement negotiation, the Company representative shall advise the customer that he/she may contact a member of the commission's consumer assistance department for review of the reasonableness of the arrangement offered by the Company.

N. The commission's consumer assistance department shall waive the requirement of PUC 1203.07(A)(1) and (A)(3) if it considers that requirement overly burdensome in the circumstances.

8. PENALTIES AND CHARGES (PUC 1203.08)

A. Subject to the following requirements, the Company may charge and collect a late payment charge for overdue bills of all customers:

1. The late payment charge on any overdue bill issued in accordance with the Company's tariff shall not exceed the monthly rate set forth therein;

2. A late payment charge may be imposed only after the due date printed on the bill; and

3. The date of payment to the Company's authorized agent shall be considered the payment date for purposes of this section.

B. The Company may impose a charge on a customer account whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

C. The amount of the charge permitted by (B), above, shall be the greater of $5 or the actual administrative cost of recovery.

9. COMPLAINTS BY CUSTOMERS (PUC 1203.09)

A. The Company shall make a full and prompt investigation of customer complaints made either directly to the company or through the commission.

B. A record of complaints received shall be kept by the Company for at least 2 years.

C. The record of each complaint shall show:

1. The name, address, and telephone number, if known and available, of the complainant;

TERMS AND CONDITIONS, cont.

2. The date and character of the complaint; and

3. The resolution of the complaint, if any.

D. Pursuant to RSA 365:2, the commission shall send to the Company a copy of written complaints it receives.

10. TERMINATION OF SERVICE (PUC 1203.10)

A. The Company may require a customer to provide reasonable notice of intent to terminate service as follows:

1. The period of the notice required by the Company pursuant to (A) above shall not exceed 4 business days; and

2. Until expiration of the notice period, the customer shall be responsible for all charges incurred for service.

11. DISCONNECTION OF SERVICE (PUC 1203.11)

A. Except in the circumstances described in PUC 1203.07(k) or listed under (3) below, the Company shall give proper notice of disconnection as follows:

1. For purposes of this section, proper notice of disconnection to a residential or non-residential customer shall consist of written notice setting forth the information listed in (2) below, postmarked 14 days prior to the proposed date of disconnection;

2. Proper notice of disconnection shall set forth in clear, concise, and conspicuously printed words the following information:

a. The name and mailing address of the customer;

b. The service address, if different from the mailing address;

c. The account number;

d. The proposed date of disconnection of service;

e. A conspicuous statement that the notice of disconnection may be disregarded if the customer has negotiated a current payment arrangement pursuant to PUC 1203.07;

f. The reason for the disconnection of service;

g. The possible consequences of disconnection, such as deposit requirement, reconnection fee, and/or any other similar consequences;

TERMS AND CONDITIONS, cont.

h. The address and telephone number at which the customer may contact the Company;

i. The toll-free telephone number of the commission's Consumer Assistance Department, which is: 1-800-852-3793;

j. The method by which the customer may question or contest the disconnection notice, preceded in conspicuous type by the words "Important Notice--Your Rights"; and

k. Any additional data which the Company deems pertinent;

3. Proper notice to a residential or non-residential customer shall not be required if the Company both notifies the commission of the disconnection within 48 hours of the disconnection and one of the following conditions exists:

   a. The customer has obtained utility service in an unauthorized manner or used utility service fraudulently;

   b. The customer has clearly abandoned the property as demonstrated by the fact that the service address premises have been unoccupied and vacant for a period of 60 days;

   c. A condition dangerous to the health, safety, or utility service of others exists; or

   d. Clear and present danger to life, health, or physical property exists;

4. The requirements of (3) above shall not impose a duty on utilities to know of any dangerous condition, nor to insure against any such condition; and

5. The notification to the commission required in (3) above shall not apply where the disconnection has occurred at the request of municipal officials such as fire, police, or other public safety departments.

B. Except as limited by (C) below, the Company may disconnect service to a residential customer after proper notice if any one of the following circumstances exists:

1. When the customer has failed to pay an arrearage after proper demand therefor;

2. When the customer has failed to pay a deposit request or to provide an acceptable third-party guarantee in lieu of the deposit pursuant to PUC 1203.03;

3. When the customer has failed to pay the bill or to enter into a payment arrangement for payment of the bill on or before the due date printed on the bill; or

4. When the customer refuses access to the residential premises for a necessary inspection of utility property, including but not limited to the reading of meters.

TERMS AND CONDITIONS, cont.

C. The Company shall not disconnect a residential customer's service and a notice of disconnection shall not be sent to a residential customer if any of the following conditions exist:

1. The customer's arrearage is less than 60 days outstanding and is less than the following amounts:

   a. $25 for water utilities; or

2. The unpaid bill results from other than basic utility service, such as merchandise, appliance sales, or repairs;

3. The Company has been notified by a registered physician, pursuant to (D) below, within the prior 30 days, that a medical emergency exists at the location or would result from the disconnection of service;

4. A municipal welfare office has guaranteed payment of current bills on behalf of the customer, pursuant to the town's public welfare obligations under RSA 165 and the customer agrees to enter into a reasonable arrangement for repayment of the amount in arrears pursuant to PUC 1203.07; or

5. The arrearage is for prior residential service furnished in the name of someone other than the customer of record unless:

   a. The customer of record and the above mentioned person other than the customer of record resided together at the address where the arrearage was incurred;

   b. Both that person and the customer of record received the benefit of the Company service;

   c. Both that person and the customer of record reside together at the current service address and receive the benefit of the current utility service; and

   d. The person other than the customer of record refuses to enter into a payment arrangement subject to all the provisions of PUC 1203.07.

D. The registered physician's notification of medical emergency shall be governed as follows:

1. It shall contain a statement to the effect that disconnection of the Company's service would result in a medical emergency;

2. It may be written or made by telephone with written confirmation received by the Company within 7 days of the telephoned notification;

TERMS AND CONDITIONS, cont.

3. It shall be renewed monthly as necessary; and

4. It shall be sufficient to retain service only if the customer also negotiates a payment arrangement schedule pursuant to PUC 1203.07(b).

E. The Company may disconnect service to a non-residential customer after proper notice if any of the following conditions exist:

1. The customer has failed to pay any arrearage remaining unpaid after proper demand therefor;

2. The customer has violated any tariff provision;

3. The customer has failed to pay a properly requested deposit or to provide an acceptable third party guarantee; or

4. The customer refuses access to the premises for a necessary inspection of utility property, including but not limited to the reading of meters.

F. Upon receipt of the notice of disconnection, a customer may request and the Company shall grant a conference with the Company prior to the proposed date of disconnection specified on the notice, as follows:

1. The Company shall not be required to grant a conference with a customer whose request for a conference is made on the proposed disconnect date, although the Company may grant one;

2. A customer whose request for a conference is made either one or 2 days prior to the proposed disconnect date shall be entitled to a conference no later than 3 business days after the request; and

3. Service shall not be disconnected prior to the latest of the following:

a. 5 business days after the conference; or

b. 5 business days after the postmarked date of the Company's written decision relating to the conference; or

c. The proposed date of disconnection specified in the disconnect notice.

G. The conference requested pursuant to (F) above shall consist of:

1. A meeting between the customer and the Company conducted either in person or by telephone in accordance with the customer's preference;

2. Discussions between the customer and the Company relating to the disconnect notice; and

TERMS AND CONDITIONS, cont.

3. An agreement that the Company shall notify the customer of a resolution to the dispute by a date certain.

H. The Company shall make a memorandum regarding the outcome of each conference. Should a conference with the commission staff be requested, pursuant to (J) below, the Company shall forward a copy of the conference memorandum to the commission and to the customer.

I. During the conference, the Company shall inform the customer of the customer's right to request a conference with the commission staff if the customer is dissatisfied with the outcome of the conference, pursuant to (J) below.

J. A request for a conference with the commission staff shall be made as follows:

1. The customer's request for a conference with the commission staff shall be made before the date of the proposed disconnection or within 5 business days after issuance of the Company's notification to the customer of a resolution to the dispute as described in (G)(3), whichever is later; and

2. The customer's request shall be made to the commission in writing, in person, or by telephone, in the following manner:

a. If the request is made in writing, the customer may choose to complete a "Request for Review" form, as described in (L) below, provided by the Company; or

b. If the request is made in person or by telephone, the customer shall provide written confirmation of the request.

K. Failure to request a conference with the commission staff within 5 business days after issuance of the Company's notification of resolution shall result in implementation of the Company's decision pursuant to the conference with the Company.

L. The "Request for Review" form provided by the Company shall include instructions to the customer and clearly indicated spaces for the following information:

1. The name of the Company which issued the disconnect notice;

2. The date on which the customer/Company representative conference was held;

3. The fact that the customer is dissatisfied with the Company's outcome of the conference;

4. The fact that the customer requests a conference with a member of the commission staff; and

5. The name, address, daytime phone number, and utility account number of the customer.

TERMS AND CONDITIONS, cont.

M. The commission shall notify the Company of the customer's timely filed request.

N. If a customer requests a conference with the commission staff, the Company shall continue service to the customer until such time as the commission staff determines whether the disconnection is justified pursuant to these rules.

O. During the conference with the commission staff, the commission staff shall inform the customer and the Company of the following:

1. The customer or the Company may request a hearing before the commission, if dissatisfied with the outcome of the conference; and

2. The staff shall request a hearing before the commission when it determines that issues remain which require resolution by the commission.

P. Unless special arrangements are made with the customer, the Company shall only disconnect service to its residential customers from 8:00 am to 3:30 pm.

Q. The Company shall not disconnect service to its residential customers during the time specified by (P) above if the proposed disconnection would occur on:

1. A state or federal holiday;

2. The day preceding a state or federal holiday;

3. A day the commission is closed to the public; or

4. The day preceding a day the commission is closed to the public.

R. Unless special arrangements are made with the customer, the Company shall only disconnect service to its non-residential customers from 8:00 am to 3:30 pm Monday through Friday.

S. The Company shall not disconnect service to its non-residential customers during the time specified by (R) above if the proposed disconnection would occur on:

1. A state or federal holiday; or

2. A day the commission is closed to the public.

T. The Company shall have 8 business days from date of proposed disconnect in which to implement the disconnection.

U. Before disconnection of residential service, the Company employee disconnecting the service shall notify an adult occupant of the premises or leave a written notice if no adult is at the premises. The notice shall include information as to how the customer may be reconnected.

TERMS AND CONDITIONS, cont.

V. When the Company sends an employee to a residential customer's premises for the purpose of disconnecting service and the customer tenders payment of the past due amount in full to prevent disconnection, the employee shall act as follows:

1. The Company's employee shall accept the payment, provide the customer with a receipt, and leave the service intact as long as the following is true:

   a. The employee shall know the full past due amount to be paid to bring the customer's account current;

   b. The employee shall not be required to make change; and

   c. The employee shall not be required to negotiate payment arrangements; or

2. Without disconnecting the customer's service, the Company's employee shall direct the customer to go immediately to the Company's nearest office or payment agency and tender payment there; or

W. The Company may charge for collection of payment at the customer's premises in accordance with the Company's tariffs on file with the commission.

X. The Company shall not be required to follow the procedures described in (V) above more than 2 times in a 12 month period.

Y. The commission shall impose a moratorium on disconnection's of service when there exists an imminent peril to the public's health, safety or welfare.

Z. The Company shall maintain records showing the:

1. Number of disconnection notices sent out annually; and

2. Annual number of and reasons for actual disconnection's.

12. DISCONNECTION OF SERVICE IN RESIDENTIAL TENANT/LANDLORD SITUATIONS. (PUC 1203.12)

A. This section shall apply to water utilities:

1. Situations where the landlord is the Company's customer of record.

B. "Tenant", for purposes of this section, means a person who rents and occupies a room in a rooming house or a person who rents and occupies a dwelling unit, in a building or mobile home park owned by another, consisting of contiguous living, sleeping, kitchen and bathroom facilities for the exclusive use of that person and his or her immediate family. Tenant specifically excludes a person who rents a unit for short-term, vacation, or recreation purposes.

TERMS AND CONDITIONS, cont.

C. Except in the circumstances listed under (E) below, no utility shall disconnect service to a customer if any part of the service provided accrues to the benefit of one or more parties known by the Company to be residential tenant(s) as defined in (B) above, unless the Company gives written notice to those tenants pursuant to (D) below.

D. Written notice of disconnection shall set forth:

1. The date on or after which the Company proposes to disconnect service;

2. A statement that the reason for disconnection is a dispute between the Company and the landlord;

3. A statement that the tenant should contact the landlord for more information regarding the dispute;

4. A statement that the tenant has a right to put service in his or her own name and thereby become the customer of record pursuant to (H) below;

5. An address and telephone number at which the tenant may contact the Company; and

6. The toll-free telephone number of the commission's Consumer Assistance Department.

E. The Company may disconnect service without giving notice to tenants in the following circumstances:

1. When necessary to avoid danger to life or property; and

2. Upon the order of a duly constituted public authority such as police, firefighters, public health officers, and building inspectors.

F. Immediately upon learning that a tenant has been erroneously disconnected without notice, the Company shall reconnect service at no cost to the tenant and shall proceed with proper notice pursuant to this section.

G. Delivery of written notice shall be made on the tenants at least 10 days in advance of the proposed disconnection in the following manner:

1. By posting a conspicuously lettered notice at least 10 days prior to the proposed date of disconnection in a common area or such other place within the building or mobile home park as is likely to receive the attention of the tenants; and

TERMS AND CONDITIONS, cont.

2. In addition to (1) above, the Company shall choose to deliver written notice by one of the following methods:

   a. Posting or hanging the notice on the front or back door of each tenant's dwelling unit;

   b. Sliding the notice under the front or back door of each tenant's dwelling unit; or

   c. By mail which is postmarked not less than 14 days prior to the proposed date of disconnection and addressed to each tenant by name or to the "occupant" of each affected dwelling unit.

H. The Company shall provide service to a tenant in the tenant's own name as customer of record if so requested, subject to the terms and requirements of the Company's tariff and this chapter, without requiring the tenant to pay any part of the landlord's past due balance as a condition of receiving service.

13. RECONNECTION OF SERVICE (PUC 1203.13)

A. When the cause for a disconnection has been removed, the Company shall reconnect service upon the customer's request.

B. When the cause of the disconnection is failure to pay an arrearage, the Company shall reconnect service when:

   1. All the arrearages have been paid; or

   2. The customer has provided evidence of an agreement with a municipal welfare official, pursuant to RSA 165, or with another social service agency, in accordance with PUC 1203.14, to pay the current bill; and

   3. The customer has agreed to enter into a payment arrangement for the unpaid arrearage in accordance with PUC 1203.07.

C. The Company shall endeavor to reconnect service during business hours on the day of the request. When the customer requests that service be reconnected at other than regular business hours, the Company shall attempt to make the reconnection, provided, however, that the Company shall be under no obligation to do so unless a medical emergency exists.

D. The commission shall order the Company to reconnect service during other than regular business hours when it determines that:

   1. A medical emergency exists;

   2. Property damage would occur; or

TERMS AND CONDITIONS, cont.

3. Other similar unusual circumstances exist which involve significant risk to health, safety or property and which require immediate reconnection.

E. A charge shall be made for reconnection of service in accordance with tariffs on file. However, no charge shall be made when the cause for disconnection was not in compliance with PUC 1203.11 and PUC 1203.12.

14. SOCIAL SERVICE ASSISTANCE (PUC 1203.14)

A. The Company shall provide the names and addresses of those social organizations in their franchise area, known to the Company as providing possible assistance with the payment of utility bills, to its customers who are experiencing difficulty in paying utility bills.

B. The Company shall make arrangements with social organizations that might provide assistance so that the Company will receive notice by telephone or in writing that the social organization will agree to pay the current bill of the customer within 4 business days of a customer's application for assistance.

C. The Company shall continue to provide utility service to the customer during the 4 business days before confirmation by telephone or in writing is received.

D. Upon receipt of the social organization's notification of its agreement to pay the current bills of the customer, the Company shall treat the social organization as the party responsible for payment of bills.

E. The Company shall provide the customer with a monthly accounting of his or her billing and payment history during the period when the social organization is making payments.

F. Notice of disconnection shall not be sent to any customer receiving assistance with the payment of his or her utility bill from a social organization unless the Company has determined that the customer's assistance from the organization has been exhausted or that the organization has failed to make payments as agreed.

15. DENIAL OF SERVICE (PUC 1203.15)

A. If the relevant statute of limitations has not yet run, the Company may deny new service to any applicant due to an outstanding arrearage with that particular utility for prior service.

B. If the relevant statute of limitations has run, the Company may deny new service to any applicant due to an outstanding arrearage with that particular utility for prior service if the Company has pursued recovery of the debt through the court system.

TERMS AND CONDITIONS, cont.

C. If the relevant statute of limitations has run, the Company may, for a period of 3 years after the expiration of the Statute of Limitations, deny new service to any applicant due to an outstanding arrearage with that particular utility for prior service if the Company has made reasonable, verifiable, documented collection efforts during the running of the statute of limitations.

D. The Company shall not deny new residential utility service to any applicant with whom either:

1. A reasonable payment arrangement can be made under PUC 1203.07; or

2. The Company has a current payment arrangement under PUC 1203.07.

E. In order to prevent the practice of name-swapping, the Company may deny new utility service to any applicant due to an outstanding arrearage with that particular utility for prior service furnished in the name of a person other than the applicant as follows:

1. For residential service, the Company may deny new utility service when the following statements are true about the applicant and the above-mentioned person other than the applicant in whose name prior service was furnished:

a. They resided together at the address where the arrearage was incurred;

b. They both received the benefit of the utility service;

c. They both will benefit from the applied for utility service; and

d. The applicant refuses to enter into a reasonable payment arrangement pursuant to PUC 1203.07;

2. For non-residential service, the Company may deny new utility service when the following statements are true about the applicant and the above-mentioned person other than the applicant in whose name prior service was furnished:

a. They were principals of a business at the address where the arrearage was incurred;

b. They both received the benefit of the utility service; and

c. They both will benefit from the applied for utility service.

F. The Company shall maintain records showing the annual number of and reasons for denials of applications for service.

TERMS AND CONDITIONS, cont.

16. TRANSFER OF SERVICE (PUC 1203.16)

    A. Whenever the Company receives a request to change an account for service from one customer to another or to add another name to an account, the following shall apply:

        1. The Company shall give timely notice of such change to the new customer; and

        2. The Company may require written confirmation of the request from the new customer.

    B. For the purposes of this section, timely notice means notice made to the new customer within 5 business days of the Company's receipt of the request to change an account for service from one customer to another.

    C. Until timely notice is given pursuant to (A)(1) above, or until the new customer has given confirmation pursuant to (A)(2) above, the original customer of record shall remain liable for charges on the account.

17. INTERRUPTION OF SERVICE (PUC 1203.17)

    A. In the event of interruption of service, utilities shall re-establish service within the shortest time practicable consistent with safety.

    B. When service is interrupted because the Company must perform work on mains, lines, or equipment, the Company shall perform the work at a time causing minimum inconvenience to customers consistent with the circumstances.

    C. Whenever practicable with reference to the planned work, contemplated by (B) above, the Company shall notify the following customers, where known, in advance:

        1. Alarm services;

        2. Medical alert services;

        3. Emergency services; and

        4. Other similarly situated customers who will be seriously affected by the service interruption.

    D. The Company may interrupt or curtail service and/or vary the characteristics thereof in the following circumstances:

        1. When necessary to prevent injury to persons or property; and

        2. When necessary to effect a temporary load reduction or temporary rationing of product for the common good of the Company's system.

TERMS AND CONDITIONS, cont.

18. APPLICATION FOR SERVICE

A. Application for water service may be made by the owner or his agent. 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. The Company may refuse to render service:

1. Where the applicant fails to make any deposit or to execute any agreement as is required by the provisions of Section 33 of this Tariff.

2. In any other case where the estimated revenue from the applicant is expected to be insufficient to warrant the Company making the investment necessary to supply the desired service under the applicable rate and the applicant refuses to negotiate an equitable agreement for the desired service, which agreement would usually require a contribution from the applicant for the capital cost of construction to render the desired service.

19. SERVICE PIPE

A. Location

1. Service pipe connections normally will be made only from the street which is the legal address of the premises served.

B. Installation, Ownership and Maintenance

1. Main-to-Stop:

a. For Single-Family Residential Owners;

All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop"), shall be installed, owned and maintained by the utility.

b. For Developers and Non-Residential Customers:

Main-to-stop services requested to provide service to a prospective housing development or for other purposes of a speculative nature, as determined by the Company, will be treated as a "developer" main-to-stop subject to terms and conditions set forth below:

1. All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-stop"), shall be installed by the customer or the Company at the customer's expense. Thereafter, the main-to-stop shall be owned and maintained by the utility.

TERMS AND CONDITIONS, cont.

2. From the limits of the highway to the premises served (the "Stop-to-End"): The service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to the Company's "Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer, at the time of application a service connection fee will be charged by the Company, as set forth in Paragraph B on Page 46 to recover the costs of engineering, administration and inspection.

3. The utility reserves the right to refuse water service to any location until such time as the utility shall decide that there is sufficient progress to show that the building will be completed and occupied.

TERMS AND CONDITIONS, cont.

4. 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 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.

C. Joint Use of Service Pipe Trench

1. 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

1. 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.

2. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

3. If, within five (5) years, a temporary service becomes permanent, the Company will reimburse the customer for its share of the service pipe expense.

E. Stop Cock

1. Every service must be provided with a stop cock or valve easily accessible and located inside the building near the service entrance.

2. All piping shall be below frost level or otherwise protected from freezing and shall be so arranged as to permit drainage whenever necessary.

F. Thawing

1. When it becomes necessary to thaw a frozen service pipe and it cannot be determined where it is frozen, and the Company at the customer's request undertakes to thaw the same, one-half of the cost thereof shall be paid by the customer.

20. WINTER CONSTRUCTION

A. Ordinarily no new service pipes or extensions of mains will be installed during winter conditions (when frost is in the ground) unless the customer shall:

1. Present evidence satisfactory to the Company that no governmental law, ordinance or regulation will be violated thereby, and

TERMS AND CONDITIONS, cont.

2. Defray all extra expense incurred by such installation.

21. MAINTENANCE OF PLUMBING

A. Customers shall maintain the plumbing and fixtures within their own premises in good repair, free from leaks and protected from freezing, at their own expense; and for failure to do so service may be disconnected.

B. 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 therefrom.

22. METERS

A. Use of Meters. All water service will be metered except the following:

1. Service used only for fire protection as covered by service classifications "FP-M" and "FP-NM".

B. Size of Meter

1. The size of the meter will be determined by the Company.

C. Meter Setting

1. The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building.

2. The original cost of the meter and installation shall be borne by the Company; however, the Company reserves the right to charge customers:

a. For excess cost over the cost of a meter that the Company determines should be used whenever the customer requests a special metering device or a meter larger than the Company determines is necessary.

b. For piping and fittings in excess of normal requirements.

c. A meter, once set, will be relocated only at the customer's expense.

d. A service charge, as enumerated in Section 30 (Page 33), for removing or resetting meters at the customer's request.

TERMS AND CONDITIONS, cont.

D. Meter Boxes

1. 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.

   a. Any relocation of such underground box or vault shall be at the customer's expense.

E. Repairs

1. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company;

2. Those caused by freezing, hot water, or by other fault of the customer will be charged to the customer.

F. Auxiliary Meters

1. If additional or auxiliary meters are desired by the customer for subdivision of the supply, they shall be furnished, installed and maintained at the customer's expense.

G. Non-Registering Meters

1. If a meter is found which does not register, the bill for the period of non-registration will be based upon information recorded prior to or subsequent to the period of non-registration, and;

2. Any other pertinent information supplied by the customer or known to the Company.

H. Testing

1. Meters will be tested before installation.

   a. Thereafter all meters will be tested in accordance with the requirements of the meter testing rules and regulation of the Public Utilities Commission.

I. Tampering

1. If a meter, including the remote register and interconnecting cable or wire or other connections or equipment of the Company are found to have been interfered with, diverted, damaged or tampered with, the customer shall be assessed a charge not to exceed the actual cost of repair, or replacement if necessary, to such meter installation, and service may be terminated without notice.

TERMS AND CONDITIONS, cont.

2. Furthermore, the seal on a meter shall be broken only by authorized Company personnel.

   a. An unauthorized broken seal shall constitute tampering.

23. HOT WATER TANKS

A. All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum 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.

   1. 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.

24. USE OF WATER

A. Restricted Use. When necessary to conserve supply or to maintain pressure the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and air-conditioning equipment (see page 37, Section 34, Paragraph A, 1-4).

25. CROSS-CONNECTIONS

A. Cross-connection of any water supply with that of a public water supply shall be only as provided by New Hampshire Statute RSA 148.

26. TAMPERING

A. All gates, valves, shut-offs and standpipes which are the property of the Company shall not be opened or closed or tampered with in any way by any person other than an authorized employee of the Company.

27. COMPANY LIABILITY

A. The Company will not be responsible for any damage caused by shut-offs in the mains or service pipes, because of shortage of supply, setting or removing meters, repairs, construction, or for other reasons beyond the control of the Company. Notice of shut-off will be given when practicable; however, nothing in this rule shall be construed as requiring the giving of such notice.

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.

Issued: February 1, 1999 Issued by: Bonalyn J. Hartley

Effective: March 3, 1999 Title: Vice President, Controller

Authorized by NHPUC Order No. 23,133 in Docket No. DR 98-088, dated February 1, 1999.

TERMS AND CONDITIONS, cont.

28. PUBLIC HYDRANTS

    A. Hydrants may not be used for any purpose other than the extinguishment of fires and for such other purposes as may be mutually agreed to by the Company and the municipality.

    B. In no case shall hydrants be opened by any person other than an agent of the Company or a duly authorized representative of the municipality.

29. PRIVATE FIRE PROTECTION

    A. An application for private fire service must be accompanied by a plan of the proposed piping system, together with a statement telling for what other purpose the system might be used.

    B. All water supplied through fire service pipes may, at the option of the Company, be metered and special measuring or detecting devices may be installed, and all such meters and devices shall be approved, furnished and set by the Company at the customer's expense.

    C. Where a standpipe, reservoir, tank or cistern is used it shall be constructed so as to shield and protect the water from all possible contamination in a manner satisfactory to the Company.

    D. In the construction of standpipes, reservoirs, tanks and cisterns, provision shall be made for means of easy access to their interiors by agents of the Company for the purpose of inspection and to permit cleaning as required by the Company; also, a draw-off pipe shall be fitted for the purpose of drawing off all water periodically for inspection and such draw-off pipe shall not be connected with a sewer or drain in any way that would permit pollution of the water.

30. OTHER CHARGES

    A. Service Connection and Disconnection Charge

        1. There will be a service charge for turning off or turning on water at customer's request. The service charge is a flat fee, equivalent to the sum of the cost of one hour of labor time and one hour of equipment use time and will vary depending upon whether the connection or disconnection is made during regular hours or during non-regular hours.

            a. Effective until further notice, the service charge will be as set forth in Paragraph C on Page 46. This service charge will apply to other sections of this tariff as specified.

TERMS AND CONDITIONS, cont.

B. Collection Charge

1. Whenever the Company sends an employee to the customer's premises for the purposes of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a service charge shall be imposed as stated under Paragraph "A" above, Service Connection and Disconnection Charge.

   a. The Company may require that full payment plus the charge be paid in cash.

C. Penalty for Bad Checks

1. Whenever a check or draft presented for payment is not accepted by the institution on which it is written, or is returned for insufficient funds, the Company will impose a charge as set forth in Paragraph D on Page 46.

D. Initiation of Service

1. When a customer seeks to establish a new water account or transfer an existing water account with the Company, there shall be a charge to cover the Company's costs associated with opening and transferring water accounts as set forth in Paragraph A on Page 46.

31. RIGHT OF ACCESS

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

32. AIR CONDITIONING

A. All air conditioning equipment using water to cool the compressor or refrigerant installed or replaced after May 15, 1966, where the total installed capacity, in one or more units, is in excess of 3 tons, shall include a water conserving device, thereby limiting the use of water to that lost by evaporation.

B. The water conserving device may be a cooling tower, spray pond, evaporating condenser, or other equipment by which water is cooled and recirculated.

C. If a customer collects the water discharged from the air conditioning equipment and uses the entire amount so discharged in other normal manufacturing uses, the above regulation A will not apply.

TERMS AND CONDITIONS, cont.

33. MAIN PIPE EXTENSIONS

A. General Terms: Main pipe extensions will be made upon petition of prospective Customers, subject to the following general terms and conditions:

1. Generally, main pipe extensions shall be located within highways or streets which have been laid out, with lines and grades established, at least rough-graded, and approved for acceptance by, or previously accepted by, the municipality. In addition, an extension may be made on private property at the discretion of the Company if:

   a. Access along a public highway or street is not feasible or cost effective or consistent with further development of the Company's water system as reflected in the Company's long range transmission and distribution system plans, and;

   b. The prospective Customer provides, without expense or cost to the Company, the necessary permits, consents, and easements providing suitable legal rights for the construction, maintenance, repair, replacement and operation of pipelines, and equipment including the right to excavate whenever necessary.

2. Main pipe extensions shall be installed by the Company or its authorized representative, and shall be the property of the Company, except that main pipe extensions on private property may be installed by the Customer at the Company's option, and, if installed by the Customer on private property, may be owned by the Customer at the discretion of the Company. For extensions installed by the Customer on private property, the Company may at its discretion require an inspection of such work, in which event it will require in advance of construction payment of an Inspection Fee as set forth in Paragraph E on Page 46, to defray the Company's costs of engineering, inspection and administration associated with the main extension.

3. In all cases, the size and material of the pipe shall be determined by the Company in accordance with conditions surrounding the extension, including the possibility of future expansion and fire protection. Normally, main pipe extensions shall be made with ductile iron pipe of 8" inside diameter. If in the sole discretion of the Company a pipe larger or smaller than 8" in diameter and/or of different material than ductile iron is required or sufficient, the Company may install such larger or smaller pipe and/or different material pipe and the cost will be based upon the size and type of the pipe installed, provided that if a larger size is required by the Company for reasons other than the sufficiency of service to the Customer (i.e. in anticipation of future development), the Company shall pay the costs in excess of the costs of 8" pipe.

TERMS AND CONDITIONS, cont.

4. Unless expressly otherwise provided below, if the Company is installing the main pipe extension the Customer shall pay in advance ("Initial Customer Advance") the estimated construction cost which shall be based on the average cost of similar pipe (generally 8" ductile iron) installed during the previous year plus 10%. Where it is anticipated that abnormal costs will be encountered, the Initial Customer Advance will be based on 150% of the previous yearly average. The Initial Customer Advance will be adjusted to the actual cost, when the actual costs are known ("Customer Advance"). The construction cost referred to above shall include mains, and related appurtenances, and such fire hydrants as may be required by the municipality or the Company. Where applicable, construction cost will also include permits, ledge removal, disinfection, pressure testing, corrections, insurance, bonds and paving.

5. Special contracts will be negotiated whenever in the opinion of the Company this regular extension tariff should not be used or is not feasible or economical. Each special contract shall be submitted to the Commission for approval.

6. All main pipe extensions will comply with the specifications and standards set forth in the Company's "Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)," and with the specifications and standards of PUC 606.01-.02.

7. No interest shall be paid by the Company on any amount credited or refunded pursuant to the General Terms set forth above and the Specific Terms set forth below.

B. Specific Terms regarding Credits and Refunds

1. For each Customer served from the main pipe extension at the regular filed and published tariff rates including the Customer Advance provisions of Section 33, Paragraph A.4. above, the Company will credit or refund to the original Customer a portion of the Customer Advance (if installed by the Company) or a portion of the installation cost of the main pipe extension (if installed by the Customer) in an amount computed by capitalizing the projected net operating income from such Customer in accordance with Paragraph B.2. below. For the purpose of this Paragraph B, each service connection of a permanent nature will be considered as one Customer.

2. Projected revenue will be based on historical usage of a typical comparable Customer. The refund to the original Customer as a result of the connection of the original or any additional Customer will be in an amount equal to one (1) times the estimated annual water revenues to be realized from each such Customer served from the main pipe extension.

TERMS AND CONDITIONS, cont.

3. Additionally, if the main pipe extension and hydrant(s) are accepted as part of the municipal fire system, the Company will credit or refund to the original Customer an allowance allocable to fire protection. The amount allocable to fire protection will be an amount equal to one (1) times estimated annual revenue to be realized from the fire protection charge associated with the main pipe extension.

4. The credit or refund to the original Customer shall be made when, and if, service to a Customer is commenced, provided that no such credit or refund shall be made after five (5) years from the time that service to the original Customer is commenced from the main pipe extension.

C. System Upgrade Fees

1. The Company may assess a system upgrade fee to customer(s) taking service if:

   a. The demand created by the customer(s) connecting to the main extension(s) results in a diminution of service (pressure or volume) to the Company's existing customers; or
   b. The demand created by the customer(s) connecting to the main extension(s) results in the need to construct new water facilities in order to provide adequate service (pressure or volume) to the new customers; or
   c. The customer(s) requesting service could not have received service but for their ability to connect to Pennichuck's system where service was improved as described in Section 33(C)(2)(b) via a main extension that was made by the Company in the past ten years.

2. The system upgrade fee shall be calculated as follows:

   a. The cost of the required water system improvement as described in Section 33(C)(1) shall be divided by the total number of customers who will benefit from the water system improvement. The Company shall determine the customer's pro rata share of the Fee based on the equivalent meter size as defined in the American Water Works Association Manual M-6.
   b. If the water system improvement results in enhanced service to existing customers, the cot of the water system improvement shell be prorated between the existing cutomers and the new customers who will benefit from the water system improvement. The water system improvement will be considered to enhance service to existing customers when:

i. The fire protection to existing customers is increased from below the Insurance Services Organization (ISO) required standards to above the ISO standards.

ii. When the pressure to existing customers is increased from below 40 psi to over 40 psi.

iii. When the water supply to existing customers is enhanced such that the water quality is improved for either regulatory or aesthetic purposes (taste, odor or color) in response to documented problems.

iv. When the domestic water quantity available for irrigation to existing customers is improved. The domestic water quantity available for irrigation shall be considered improved if the increased quantity results in a lessening or elimination of irrigation restrictions to existing customers.

3. For the purpose of this Section 33 of the Tariff, the term "customer" shall mean the person who signs the service application requesting water service for a particular property.

4. Notwithstanding the provisions of Section 33(C)(1), no system upgrade fee shall be assessed to the owner of an existing single family residential home that elects to connect to a water main extension for which a system upgrade fee exists.

34. WATER RESTRICTIONS

A. The Company retains the right to establish restrictions on outside water use as required to maintain an adequate supply of potable water for domestic use. When the Company determines that restrictions on outside water use are required it will notify the affected customers through at least one of the following media:

1. Mail or on-site notice
2. Newspaper of local circulation
3. Radio
4. Television

RATE SCHEDULE
GENERAL SERVICE - METERED
SCHEDULE GM-A

Application:

This schedule is applicable to all metered water service in the Company's following service areas:

Derry: Maple Hills
Hooksett: WESCO
Londonderry: Avery, Harvest Village, Pine Haven, R & B, Spring Wood Hills
Raymond: Green Hills
Windham: Hardwood
Windham and Derry: Oakwood

Character of Service:

Service shall consist of the production, treatment, and distribution of water for all residential, commercial and industrial requirements of customers whose premises abut any public street, road or way in which the Company has mains; provided, however, that such service shall only be rendered pursuant to the Terms and Conditions prescribed in other sections of this Tariff and the Rules of the New Hampshire Public Utilities Commission for Water Service.

Minimum Charge:

A minimum customer charge shall be made for each customer to whom service is rendered under this tariff, based on the meter size shown below:

Meter Size	Monthly Minimum Charge
5/8"	$ 10.69
3/4"	20.58
1"	32.21
1 1/2"	65.49
2"	105.59
3"	205.82
4"	322.10
6"	644.19
8"	804.57
10"	911.49

Volumetric Rate:

In addition to the minimum charge, the volumetric charge, based on usage shall be:

$3.299 per 100 cu. ft. on all consumption

Terms of Payments:

Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill.

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Administrative Filing

RATE SCHEDULE

GENERAL SERVICE - METERED

SCHEDULE GM-L

Application:

This schedule is applicable to all metered water service in the Town of Litchfield including the Sawmill service area.

Character of Service:

Service shall consist of the production, treatment, and distribution of water for all residential, commercial and industrial requirements of customers whose premises abut any public street, road or way in which the Company has mains; provided, however, that such service shall only be rendered pursuant to the Terms and Conditions prescribed in other sections of this Tariff and the Rules of the New Hampshire Public Utilities Commission for Water Service.

Minimum Charge:

A minimum customer charge shall be made for each customer to whom service is rendered under this tariff, based on the meter size shown below:

Meter Size	Monthly Minimum Charge
5/8"	$ 12.49
3/4"	24.05
1"	37.63
1 1/2"	76.52
2"	123.36
3"	240.47
4"	376.33
6"	752.64
8"	940.02
10"	1,064.94

Volumetric Rate:

In addition to the minimum charge, the volumetric charge based on usage shall be:

$ 4.145 per 100 cu. ft. on all consumption

Terms of Payment:

Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill.

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RATE SCHEDULE
GENERAL SERVICE - METERED
SCHEDULE GM-B

Application:

This schedule is applicable to all metered water service in the Company's following service areas:

Atkinson: Atkinson
Derry: East Derry/Farmstead
Hooksett: Smythe Woods
Londonderry: Brook Park, Cohas Landing, Londonderry South (includes Birchville), Ministerial, Nesenkeag
Pelham: Gage Hill, No. Pelham, Stonegate/Williamsburg
Plaistow: Rolling Hills
Raymond: Liberty Tree
Sandown: Beaver Hollow
Windham: Goldenbrook (includes Shadybrook), W & E
Bow: White Rock Senior Living Community

Character of Service:

Service shall consist of the production, treatment, and distribution of water for all residential, commercial and industrial requirements of customers whose premises abut any public street, road or way in which the Company has mains; provided, however, that such service shall only be rendered pursuant to the Terms and Conditions prescribed in other sections of this Tariff and the Rules of the New Hampshire Public Utilities Commission for Water Service.

Minimum Charge:

A minimum customer charge shall be made for each customer to whom service is rendered under this rate based on the meter size shown below:

Meter Size	Monthly Minimum Charge
5/8"	$ 13.90
3/4"	26.76
1"	41.88
1 1/2"	85.13
2"	137.26
3"	267.57
4"	418.73
6"	837.45
8"	1,045.94
10"	1,184.94

Volumetric Rate:

In addition to the minimum charge, the volumetric charge based on usage shall be:

$ 4.289 per 100 cu. ft. on all consumption

Terms of Payment:

Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill/

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RATE SCHEDULE

GENERAL SERVICE - UNMETERED

SCHEDULE GU

Application:

This schedule is applicable to all general unmetered water service in the Company's service areas, other than municipal or private fire protection, provided that no customer shall be served under this rate for more than five (5) consecutive years unless it would be prohibitively expensive or physically impractical to install individual meters.

Character of Service:

Service shall consist of the production, treatment, and distribution of water for all residential, commercial and industrial requirements of customers whose premises abut any public street, road or way in which the Company has mains; provided, however, that such service shall only be rendered pursuant to the Terms and Conditions prescribed in other sections of this Tariff and the Rules of the New Hampshire Public Utilities Commission for Water Service.

Rate:

The rate shall be the otherwise applicable metered rate, utilizing an actual average or estimated consumption per dwelling unit, as determined by the Company.

Terms of Payment:

Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill.

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Administrative Filing

RATE SCHEDULE

MUNICIPAL FIRE PROTECTION SERVICE

SCHEDULE FP-M
LONDONDERRY

Application:
This schedule is applicable to all municipal fire protection service rendered in the Company's Londonderry service area for purposes of public safety, where such service is paid for from tax revenues by and of the Town of Londonderry.

Character of Service:
The Town of Londonderry shall notify the Company, in writing, of an appropriate vote by the governing body of the city, town, village or other political subdivision stating where hydrants are to be placed. Such notification must be received by the Company before the installation of any hydrant affected has begun. The installation and maintenance of fire hydrants, and the supplying of water through such hydrants, is for the sole use of authorized fire fighting personnel for the control and extinguishment of any fire, or for any other use authorized by the Company. Rendering of service under this schedule shall in no way be construed to hold the Company liable to furnish at any time or at any specific point in its distribution system any minimum flow or pressure, either static or residual.

Rate:

a. Monthly Hydrant Charge
For each fire hydrant installed, there shall be a Monthly Hydrant Charge of $16.20 per hydrant, per month, payable in advance, from the month of installation.

b. Monthly Availability Fee
There shall be a Monthly Availability Fee of $8,812.80 per month payable in advance in addition to the Monthly Hydrant Charge.

Terms of Payment:
Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill.

Special Provisions:
All hydrants, lead valves, branches and other appurtenances shall be and remain the property of the Company.

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Administrative Filing

RATE SCHEDULE

MUNICIPAL FIRE PROTECTION SERVICE

SCHEDULE FP-M
LITCHFIELD

Application:
This schedule is applicable to all municipal fire protection service rendered in the Company's Litchfield service area.

Character of Service:
The installation and maintenance of fire hydrants, and the supplying of water through such hydrants, is for the sole use of authorized fire fighting personnel for the control and extinguishment of any fire, or for any other use authorized by the Company. Rendering of service under this schedule shall in no way be construed to hold the Company liable to furnish at any specific time or at any specific point in its distribution system any minimum flow or pressure, either static or residual. In addition, any future hydrants shall have prior written approval from the Town of Litchfield and the New Hampshire Public Utilities Commission.

Rate:
For the use of hydrants by the Town of Litchfield for the purpose of extinguishing fires on property not served by the Company under Rate Schedule GM-L, or other purposes there shall be a charge of$720.00.

Upon receipt, these payments will be held and applied as a year-end credit to each current customer served under Rate Schedule GM-L.

(Total Receipts/Current Customers) = Year-end credit per customer.

Terms of Payment:
Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill.

Special Provisions:
All hydrants, lead valves, branches and other appurtenances shall remain the property of the Company.

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RATE SCHEDULE

MUNICIPAL FIRE PROTECTION SERVICE

SCHEDULE FP-M
PELHAM

Application:
This schedule is applicable to all municipal fire protection service rendered in the Company's Pelham service area for purposes of public safety, where such service is paid for from tax revenues by and of the Town of Pelham.

Character of Service:
The Town of Pelham shall notify the Company, in writing, of an appropriate vote by the governing body of the city, town, village or other political subdivision stating where hydrants are to be placed. Such notification must be received by the Company before the installation of any hydrant affected has begun. The installation and maintenance of fire hydrants, and the supplying of water through such hydrants, is for the sole use of authorized fire fighting personnel for the control and extinguishment of any fire, or for any other use authorized by the Company. Rendering of service under this schedule shall in no way be construed to hold the Company liable to furnish at any time or at any specific point in its distribution system any minimum flow or pressure, either static or residual.

Rate:

a. Monthly Hydrant Charge
For each fire hydrant installed, there shall be a Monthly Hydrant Charge of $16.20 per hydrant, per month, payable in advance, from the month of installation.

b. Monthly Availability Fee
There shall be a Monthly Availability Fee of $855.90 per month payable in advance in addition to the Monthly Hydrant Charge.

Terms of Payment:
Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill.

Special Provisions:
All hydrants, lead valves, branches and other appurtenances shall remain the property of the Company.

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RATE SCHEDULE

PRIVATE FIRE PROTECTION SERVICE

SCHEDULE FP-NM

Application:

This rate is applicable to all private fire protection service within a structure or on private property, to include sprinkler systems and privately owned non-municipal hydrants, rendered by the Company in any service area not served under any other private fire protection rate schedule of the Company.

Character of Service:

The Company 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 adequately furnish its normal quantity of water when such failure is due to the elements, natural causes, breaks, leaks, unusual or concurrent droughts, or waste or unlawful use of water.

Rate:

Connection or Service	Monthly Charge
1-1/2"	$ 6.71
2"	11.94
3"	26.87
4"	47.77
6"	107.50
8"	191.10
10"	298.58
12"	429.97

For each private hydrant, whether connected directly to the Company's mains, or to the customer's private fire protection distribution system: $77.63

Terms of Payment:

Bills under this rate are net; will be rendered monthly, and are due and payable at the office of the Company on the due date as stated on water bill.

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RATE SCHEDULES

MISCELLANEOUS UTILITY SERVICE FEES

The following fees are associated with miscellaneous services that the Company may provide from time to time:

Type of Service		Amount
A.	Initiation of Service (Section 30, Paragraph D.)	$20.00
B.	Service Pipe Connection (Section 19, Paragraph B.,2.)	$85.00
C.	Service Connection and Disconnection of water service; Collection Charge (Section 30, Paragraphs A. and B.)	
	During Regular Hours	$28.00
	Non-Regular Hours	$40.00
D.	Returned check fee - Administrative Cost (Section 8, Paragraph B.,C.) (Section 30, Paragraph C., 1.)	$15.00
E.	Inspection Fee of Main Pipe Extensions (Section 33, Paragraph A. 2.)	$3.00 per foot

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