# ABENAKI WATER COMPANY

TARIFF NO. 1

FOR

SEWAGE COLLECTION AND TRANSMISSION

IN

A PORTION OF THE TOWN OF BELMONT, NEW HAMPSHIRE

# Abenaki Water Company

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#### ABENAKI WATER COMPANY

# I. DESCRIPTION OF SERVICE AREA

Generally the development and subdivision located largely in Belmont, N.H. along Maple Drive, Darby Drive, and Oak Drive. This service area was formerly that of Lakeland Management Company.

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#### II. TERMS AND CONDITIONS

#### 1. Customers

Most owners of residential dwellings or tenants of owners residing in such dwellings within the Company's Service Area are Customers of the Company.

# 2. Arrangements for Service

Application for service shall be made by the prospective owner of a residential dwelling in the Service Area at the time the prospective owner executes a Purchase and Sale for the unit, in accordance with PUC 1203.01. Applications for service shall be made by any tenant of an owner of a residential dwelling in the Service Area at the commencement of the tenancy. 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 this Tariff applicable to such service.

## 3. Service Pipe

- (a) Company Facilities. The Company shall be the Owner of all main pipes and other facilities not expressly defined as being Customer Facilities in paragraph (b) hereinbelow. The Company Facilities shall include, but shall not necessarily be limited to, all sewer manholes within the limits of public or private roadways, and all pumps and pumping facilities related thereto.
- (b) Customer Facilities. The Customer shall own the service outflow pipe to the point of connection with the sewer manhole. As such, the customer is responsible for the maintenance and repair of the service outflow pipe.

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## 4. Right of Access

Any authorized Company representative shall be permitted access to the Customer's premises at any time to inspect the service pipe existing thereon, and the sources and nature of such effluent, for the purpose of enforcing the provisions of this tariff.

### 5. Tampering

All gates, valves, shutoffs or other installations or equipment of the Company shall not be opened, closed or tampered with in any way by any person other than an authorized employee of the Company.

### 6. Company Liability

The Company will not be responsible for any loss, cost or expense caused by interruption of service due to repairs, construction or conditions beyond the control of the Company. Under no circumstances will the Company be responsible for consequential damages, such as economic loss, caused by system malfunction or interruption of service.

#### 7. Payment for Service

- (a) Bills. All customers will be billed quarterly in arrears for services rendered in accordance with the applicable rate schedule. Bills for service will be issued quarterly in accordance with the terms of payment specified in the appropriate rate schedule and are due and payable upon presentation. Bills not paid within twentyfive (25) days from the postmark date shall bear interest at the rate of one and a half percent per month until payment is received by the Company. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.
- (b) Deposits. The Company may require a deposit equal to two months of service as defined in section 1203.03 of the New Hampshire Public Utilities Commission's code of administrative rules. Deposits shall be maintained in accordance with the rules of the New Hampshire Public Utilities Commission.
- (c) Collections. If any bill for service is unpaid after twenty five (25) days from the billing date and no payment arrangement has been made, the Company will issue a past due notice with the addition of a finance charge. The Company will issue a

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notice indicating that if the balance remains unpaid after 60 days from the billing date and no payment arrangement has been made, the Company will add a collection fee for the greater of \$50.00 or the actual cost to the Company for the round trip to the premises for the purpose of disconnecting the service. The Company would also include a copy of the tariff provision related to payment for services (which identifies the collection and other fees). In addition, if a payment arrangement has been agreed upon, but not followed, the Company will add a collection fee. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.

(d) Change of Ownership. Until the Company is notified of a change in ownership of premises served, the Company will hold the customer of record responsible for payment of service.

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Character of Service: Receiving, transporting and disposal of sewage from the Customer's premises, subject to the terms and conditions of this Tariff rendered in quarterly bills for periods ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> and are due and payable twenty five days after mailing.

Customer Class	Base Charge	Consumption Charge Per CCF
Commercial Class A <sup>1</sup>	\$803	\$8.1303
Commercial Class B <sup>2</sup>	\$268	\$2.5070
Residential Multi-Family <sup>3</sup>	\$2,340	\$3.6290
Residential Single-Family <sup>4</sup>	\$60	\$3.6290

- 1. Applicable to all sewer service for Fairpoint Telephone Company.
- 2. Applicable to all Commercial sewer service customers other than Fairpoint Telephone Company.
- 3. Applicable to all sewer service for Maple Hill Acres.
- 4. Applicable to all residential sewer service other than 1, 2, and 3 above.

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