NHPUC No. 7 - WATER

Superseding NHPUC No.6- Water

# **NHPUC TARIFF NO. 7- WATER**

# LAKES REGION WATER COMPANY, INC.

TARIFF

FOR

# WATER SERVICE

IN

### THE STATE OF NEW HAMPSHIRE

Issued by

Thomas A. Mason Title: President, Lakes Region Water Company, Inc. Dated

Dated: March 5, 2018

Effective: Authorized by Docket No.\_\_\_\_

# Lakes Region Water Company, Inc.

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#### SERVICE AREA

The Company is authorized to provide Water Service subject to the provisions of this Tariff and the laws and regulations of the New Hampshire Public Utilities Commission in the following service areas:

Three areas known as **Far Echo Harbor** (FEH), **Paradise Shores** (PS), and **West Point** (WP), in Moultonborough, Carroll County, New Hampshire; two areas known as **Waterville Valley Gateway** (WVG) and **175 Estates** (175E) in Thorton, Grafton County, New Hampshire; one area known as **Hidden Valley** (HV) located in part in Wolfeboro and in part in Tuftonboro, Carroll County, New Hampshire; three areas known as **Wentworth Cove** (WC), **Pendleton Cove** (PC), and **Brake Hill** (BH) in Laconia, Belknap County, New Hampshire; one area known as **Deer Run** (DR) in Campton, Grafton County, New Hampshire; one area known as **Woodland Grove** (WG) in Conway, Carroll County, New Hampshire; one area known as **Echo Lake Woods** (ELW) in North Conway, Carroll County, New Hampshire; two areas known as **Deer Cove** (DC) and **Indian Mound** (IM), in Ossipee, Carroll County, New Hampshire; one area known as **Deer Cove** (DC) and **Indian Mound** (IM), in Freedom, Carroll County, New Hampshire; and two areas known as **Gunstock Glen** (GG) and **Dockham Shores Estates** (DS) in Gilford, Belknap County, New Hampshire.

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#### **DEFINITIONS**

Application of Servicewater Service to a Place of Consumption or to transfer service in the event of a change in ownership or occupancy.

- Arrearageshall mean any amount due from a customer to the Company for Water Service which remains unpaid after the due date printed on the original bill.
- Availability feeshall mean the minimum charge assessed for the availability to the customer of water service during a time of discontinued use.
- Backflowshall mean the flow of water or other fluids, mixtures or substances into the distribution pipes of a potable water system from any source other than the intended approved source of supply.

Backflow Prevention Device-shall mean a device or means designed to prevent backflow or back-siphonage.

Branch/Tree Connection- shall mean the division of or connection to a Service Pipe. *See also Tandem Connection.* 

Bypassshall mean any arrangement that permits water to avoid or disable a meter, a pressure reducing valve, or a backflow prevention device.

Commission- shall mean the New Hampshire Public Utilities Commission.

Company- shall mean Lakes Region Water Co., Inc.

Cross-connectionshall mean any actual or potential physical connection between a public water supply and a potential source of contamination that would allow water or contaminants to be drawn back into the water system.

Customer - shall mean any person, partnership, firm, association, corporation, tenant, governmental unit, or subdivision of a municipality who has applied for and is receiving Water Service.

Customer Service Pipeshall mean the section of pipe which runs from the customer's property line or the curb stop to the customer's Place of Consumption

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Franchiseshall mean the right to conduct business as a utility in a defined, geographic area pursuant to RSA 374:22 and RSA 374:26.

> shall mean a water pipe, owed, operated and maintained by the Company, which is used to transmit or distribute water but is not a Service Pipe.

Metershall mean a device installed by the Company for the measurement of water usage and used as the basis for calculating charges for use.

Multi-Unit Structureshall mean any apartment building, condominium, duplex house, or accessary dwelling unit in which Water Service is desired or being rendered to more than one Place of Consumption.

- Multiple-Structure Location- shall mean any condominium, development, mobile home park and/or cottage/bunkhouse in which Water Service is desired or being rendered to more than one Place of Consumption.
- Place of Consumptionshall mean any location, or structure to which Water Service is provided or available. (e.g. single family dwelling, bunkhouse, and cottage) A location or structure associated with an existing customer for which additional water service is incidental or accessory to the customer's existing water service shall not be considered a Place of Consumption. (e.g. utility sink in garage, outdoor shower or outside garage faucet)
- Service Connectionshall mean the point of connection between the Customer's service pipe and the Company's service pipe.
- Service Pipe Connectionshall mean the connection between the Company's main and the customer's Place of Consumption and includes all pipe fittings and valves necessary to make the connection.

Special Contractshall mean a contract for service approved by the Commission pursuant to RSA 378:18 as a result of special circumstances which render departure from the general schedules in this Tariff just and consistent with the public interest.

Tandem Connection-shall mean extension of Water Service to one or more<br/>additional Places of Consumption. See also Branch/Tree<br/>Connection.

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Tenantshall mean a person who rents and occupies a Place of Consumption serviced by the Company. A Tenant specifically excludes a person who rents a Place of Consumption for short-term, vacation, or recreation purposes.

Water Serviceshall mean ordinary Water Service provided by the Company to a single Place of Consumption subject to the laws and rules administered by the Commission and the provisions of this Tariff.

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Dated \_

# TERMS AND CONDITIONS

# 1. Initiation of Utility Service.

To become a Customer, a completed Application for Service shall be made in writing to Lakes **Region Water Company, Inc., P.O. Box 389, Moultonborough, New Hampshire 03254,** on a form provided by the Company.

- (a) An Application for Service shall be required for each Place of Consumption located on property to which Water Service is provided or available in accordance with the provisions of this Tariff.
- (b) Property transfers to a new owner or Tenant shall require a new Application for Service.
- (c) Notwithstanding a receipt of an Application for Service, the use of water shall constitute an Application for Service.
- (d) Tenants may become the Customer and are subject to Terms and Conditions of the Company's Tariff. Water service for a seasonal rental property shall remain in the name of the property owner as the Customer.
- (e) The Company may deny an Application for Service that does not comply with the provisions of this Tariff or the laws and rules of the Commission, including but not limited to, the existence of an outstanding arrearage for prior service from the company, when the customer does not have an arrangement for repayment of the arrearage.
- (f) An Application for Service shall constitute an agreement by the Customer to pay the Company for Water Service and to comply with the provisions of this Tariff.
- (g) When a customer seeks to establish or transfer existing Water Service a new Customer Service fee of **\$25.00** will be included with the first bill to cover the Company's costs associated with establishing Water Service.
- (h) If Water Service to the Customer will result in special circumstances which require departure from the general schedules provided in this Tariff, the Company may require a special contract subject to the approval by the Commission pursuant to RSA 378:18.

# 2. Main Extensions.

Extensions will be made to existing mains. Main pipe extensions shall be laid by and shall be the property of the Company.

- (a) Highways and streets in which an extension is to be made must have been laid out, lines and grades established, rough graded and dedicated to public use. All easements shall be granted to the Company to operate, maintain, repair, replace and improve utility plant to existing and future customers.
- (b) The design of main extensions and related improvements shall be determined by the Company and shall take into account the need to serve existing and future customers to be served by the extension based on conditions surrounding the extension. The design of main extensions and related improvements, including the size of pipe shall be approved by the Company, and shall comply with the technical specifications maintained by the Company, and the rules and regulations of the Commission (ref. PUC 606) and the N.H. Department of Environmental Services. The referenced technical specifications can be found on the Company's website, www.lakesregionwater.com, or by contacting the Company at (603) 476-2348.

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- (c) For any extension made, the customer will be required to make a deposit with the Company in advance of construction for an amount equal to the estimated construction cost (exclusive of services and meters) of such extension and related improvements. The customer shall be responsible for payment of the actual costs of construction prior to the provision of service. After construction is complete, the company will calculate the actual costs and the customer shall pay the difference between the actual cost and the deposit and the company will refund any amounts paid over actual costs.
- (d) Except under unusual circumstances, construction of main extensions will be carried on between May 1 and October 1 of eachyear.

# 3. Service Pipe Connection and Customer Service Pipe.

The utility will install and maintain the service pipe and valve from the main to the property line (the Service Pipe Connection) for each Place of Consumption requiring water service. The customer will provide and maintain a service pipe (the Customer Service Pipe) from the property line to the meter for each Place of Consumption on the property. For Multi-Unit Structures as defined in the definitions, only one service pipe shall be required. Water Service needed for Multiple Structure Location shall require a Service Pipe Connection for each Place of Consumption. Any relocation of the Customer Service Pipe due to the 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. Each customer will install a stop and waste cock easily accessible and located inside each structure near the service entrance.

- (a) For Developers and Non-Residential Customers- Water Service requested for a prospective housing development, for a Multi-Unit Structure, or for non-residential uses of land or structures ("Developers") shall be subject to the 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, shall be installed by the customer or by the Company at the customer's expense in accordance with plans, specifications or other terms and conditions approved by the Company according to the provisions of this Tariff, the technical specifications maintained by the Company, and the rules and regulations of the Commission (ref. PUC 606) and the N.H. Department of Environmental Services. Thereafter, the main to the curb stop shall be owned and maintained by the Company.
  - (2) From the Service Pipe Connection to the Place of Consumption: The Customer's Service Pipe shall be installed by the Customer subject to the Company's specifications. The connection to the Company's Service Pipe shall be inspected prior to backfilling.
  - (3) The Company reserves the right to refuse Water Service to any location until such time as the Company shall decide that there is sufficient progress to show that the Place of Consumption will be completed and occupied.
- (b) Branch or Tree Connections shall be prohibited except in unusual situations such as service to an apartment or to a condominium in strict accordance with specifications approved in writing by the Company. No Tandem Connections or services shall be

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permitted, and, where such tandem services previously exist, the shut-offs necessary to comply with this requirement must be installed. (PUC 606.04 h & j)

# 4. Maintenance of Plumbing.

- (a) Customers shall maintain the plumbing, piping, and fixtures within each Place of Consumption (e.g. building, common areas and lawns) 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) If a leak occurs at a customer's Place of Consumption and the Company cannot isolate the leak by disconnecting service, the Company may deem it necessary to repair the leak at the customer's expense so as to protect the integrity of the system.

# 5. Hot Water Tanks.

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

# 6. Use of Water.

All persons shall avoid unnecessary use of water. They shall not allow water to run to prevent freezing or to run longer than necessary for proper use. The Company shall determine what constitutes waste or improper use and will restrict the same with Commission approval when necessary.

# 7. Cross Connections.

- (a) A copy of the Company's Cross-Connection program is available upon request. No cross connections between the public water system and any non-potable supply shall be allowed unless protected by a system specifically designed for this purpose and the connection is approved in writing by the Company and by the State of New Hampshire.
- (b) The Company shall not permit or approve any connection that is capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having a direct connection to waste drains. If the Company discovers such a connection, service will be disconnected immediately. An approved back-flow prevention device shall be installed whenever the Company determines that a cross connection exists or where a potential threat to the water system exists and all costs associated with the installation of such device are the responsibility of the Customer. All such devices shall be located at the service entrance, and all water consumption within the structure shall pass through the protective device.
- (c) The Company reserves the right:
  - to require periodic inspections of customers' buildings or Places of Consumption to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing;

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- 2) to require the purchase and installation of approved protective devices located at the service entrance to the Place of Consumption as may be required to protect the potable water supply from potential cross connections
- 3) to require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and
- 4) To terminate service upon failure to comply with any of the above requirements.
- (d) If a customer's Water Service has the potential to contaminate or back flow into the system, the Company shall require that the customer install a cross connection backflow preventer at the customer's expense, approved by the Company. Example of a residential hazard would be an irrigation system. Examples of a commercial hazard include but are not limited to the following equipment when connected to the Company's distribution system: soda foundations, coffee makers, ice makers, bars, spas, and pools. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company. A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested since the Company merely serves as the agent to arrange for testing to be done. Reduced pressure type devices will be tested twice each year as required by NH DES, Env-D 505 Backflow Prevention. Double check valves will be tested annually.
- (e) The Company may disconnect a customer's service if the customer fails to address a condition that could contaminate the water system.

# 8. Restricted Use.

When necessary to conserve supply, the company may restrict or prohibit the use of hand hoses, lawn sprinklers, water cooler and air conditioning equipment.

# 9. Stoppage and Damage.

- (a) The Company will not be responsible for any damage caused by shut-offs to 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 shutoffs will be given when practicable; however, nothing in this Tariff shall be construed as requiring the giving of such notice.
- (b) The Company shall not be responsible for any damage caused by dirty water which may be occasioned by periodic cleaning of pipes, standpipes, the opening or closing of any gates or valves, or any other cause when reasonable care is excised on the part of the Company.

### 10. Tampering.

All curb cocks, valves, gates, shutoffs, standpipes, meters, etc. which are the property 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.

# 11. Access to Utility Infrastructure.

- (a) Valves must not be paved over in roadways.
- (b) Shut-offs must be accessible, clear of trees, bushes and mulch.

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

# 12. Billing.

Bills will be rendered quarterly in accordance with the "terms of payment" specified in the rate schedule set forth by the Commission. Bills are due and payable upon presentation.

# 13. Collection Policy.

Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, the Company may require that payment in arrears plus one-half (1/2) the service charge be paid in cash.

# 14. Deposit.

The utility reserves the right to require a deposit or written third-party guarantee before rendering service to any customer. Such deposit shall be established in accordance with the Commission Rules and Regulations governing customer deposits.

# 15. Service Charges.

Shutoffs, connections, disconnections and reconnections, etc., shall be done only by an authorized representative of the Company. Fees for service calls are as follows:

٠	FEH, PS, WP	\$40.00
•	WVG, DR, WG, ELW, 175E	\$55.00
•	HV, TWW	\$45.00
•	WC, PC, BH, DC, LOV, IM, GG, DS	\$50.00

# 16. Emergency Service.

Any service rendered by the Company on Saturdays, Sundays, holidays, or between the hours of 4:30 p.m. and 8:30 a.m., is considered to be an Emergency Service, and the customer will be charged a service charge of one and one half (1.5) times the above stated service charge.

# 17. Disconnection of Service.

(a) Water Service may be disconnected with notice for any of the following reasons:

- If a bill for service is unpaid and no arrangements for payment are made thirty (30) days after it has been rendered, the Company reserves the right to disconnect the service in accordance with the Commission Rules and Regulations governing disconnection of service. See, e.g., PUC 1203.11.
- 2) The customer has failed to pay a deposit request or provide an acceptable third party guarantee in lieu of a deposit;
- 3) The customer has refused or prevented reasonable access to inspect the equipment or other property owned by the Company, including but not limited to, for the purpose of reading a meter;
- 4) A non-residential customer has violated any of the terms of this Tariff.

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- (b) Water Service may also be disconnected without notice when:
  - 1) The customer has obtained Water Service in an unauthorized manner, including but not limited to:
    - a) Misrepresentation in the Application for Service;
    - b) Tampering with Company property; or
    - c) By-passing the meter.
  - 2) The service to the customer would result in a cross-connection or other conditions in violation of drinking water standards of the NH DES, the NH PUC or this Tariff;
  - 3) The customer has failed to correct leaks or is using water in a way which jeopardizes the provision of utility service to other customers; and
  - 4) The customer has abandoned the property.

## 18. Meters.

- (a) <u>Furnishing of Meters</u>
  - 1) All meters and remote readers will be furnished by and remain the property of the Company, which reserves the right to stipulate the size, type, and make of the meter used, as well as the location of the meter and the remote reader.
- (b) Meter Location
  - 1) The customer shall provide a clean, dry, warm, and accessible place for the installation of the meter as nearly as possible to the point of entrance of the service pipe to the building.
  - 2) Where this is impossible or impracticable, the meter may be set, with Commission approval, at the property line, in a meter pit, or some other location designated by the Company. All expense in connection with the proper housing shall be borne by the customer.
  - 3) A meter, once set, will be relocated only at the customer's expense.
- (c) <u>Meter Maintenance</u>
  - 1) Meter repairs or replacements necessitated by ordinary wear and tear will be paid for by the Company;
  - 2) Any damages to the meter caused by freezing, hot water, or by other fault of the customer will be charged to the customer. When such damage occurs, the Company will furnish and set a replacement meter and the cost of such repairs, including replacement parts, labor, and transportation charges as are necessary, shall be paid for by the customer.
- (d) Meter Reading
  - 1) Customers shall install a remote reader outside each Place of Consumption. This reader will be provided by, owned by and maintained by the Company. ("maintained" defined as replacement once the unit is no longer functional) Customers must keep remote reader accessible, including cleared of snow, landscaping and any other obstruction. If a Customer does not permit the Company to install a remote reader then Water Service shall be subject to disconnection.

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- 2) Water system which provides metered service shall read all meters at regular intervals reasonably corresponding to each meter reading period insofar as practicable within regularly scheduled work days.
- 3) The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be accepted as conclusive by both the customer and the Company except when the meter has been found to be registering inaccurately, or has ceased to register. In such cases, the error will be adjusted in accordance with Commission Rules and Regulations.
- (e) <u>Non-Registering Meters</u>
  - 1) If a meter is found which does not register a reading at the time of billing, the bill for the period of non-registration may be based upon information recorded prior to or subsequent to the period of non-registration, and any other pertinent information supplied by the customer or known to the Company; and
  - 2) The period for recovery of the difference between previously billed an actual consumption shall not exceed 12 months.
  - 3) The customer shall notify the Company, as soon as the customer becomes aware, of any injury to, or cessation in registration of, the meter.
- (f) <u>Tampering of Meters</u>
  - If a meter, including the remote register and interconnecting cable or wire or other connections of 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.
  - 2) The seal on a meter shall be broken only by authorized Company personnel. Any unauthorized broken seal shall constitute tampering.
- (g) Meter Reading for Property Transfer.

The charge for a meter reading requested for the transfer of property will be the amount of a service charge described above and will be divided equally between the buyer and the seller. In the event the property does not transfer the seller is responsible for the full amount.

(h) Meter Testing.

The company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the Customer in accordance with Commission Rules and Regulations. The fees for testing such meter will be at the expense of the customer and will be the cost of the listed service charge in Section 13 plus the actual meter test expense. All fees are payable in advance of the test. Whenever a meter is found to register in excess of one hundred three percent (103%), the Company shall refund the customer the fee advanced for testing as well as the amount equal to the charge for the excess billed for the shorter of the following:

- 1. The previous 12 months;
- 2. A period equal to  $\frac{1}{2}$  the time elapsed then last test; or
- 3. The period of occupancy by the Customer.

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Whenever a meter is found to register less than 97%, the Customer will be charged the unbilled amount supplied in accordance with 1-3 above.

(i) Meter Removal.

Only the Company employee or representative shall be authorized to remove, inspect, or inspect the meter on the customer's property. The Customer shall notify the Company of any removal needed of such meter for seasonal maintenance, any injury to, or cessation in registration of the meter.

(j) <u>Right of Access.</u>

Any authorized Company representative shall have the right and be permitted access to the customer's Place of Consumption at any reasonable time to inspect Company owned equipment.

# 19. Penalty for Bad Checks.

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, the charge shall be the greater of \$5 or the actual administrative cost to recover.

# 20. Vacancy of Premises.

Until the Company is notified in writing of a change in occupancy, the customer will be held responsible for all charges. In the event the customer of record was a "Tenant" and neither the Tenant nor the Owner notifies the Company of the vacancy, the property owner shall by default become the customer of record and the property may be subject to disconnection of Water Service without notice.

# 21. Availability Fee.

Following any temporary disconnection of Water Service at the customer's request or pursuant to Commission Rules, the customer shall pay the "Minimum Charge" as defined by the rate schedule applicable to the customer each quarter. Such charges shall be due when bills are issued in the ordinary billing cycle.

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#### GENERAL SERVICE - METERED

For

#### CONSOLIDATED TARIFF SYSTEMS PERMANENT RATES

#### DIVISION

FAR ECHO HARBOR, PARADISE SHORES, WEST POINT, WATERVILLE VALLEY GATEWAY, HIDDEN VALLEY, WENTWORTH COVE, PENDELTON COVE, DEER RUN, WOODLAWN GROVE, ECHO LAKE WOODS, BRAKE HILL

#### AVAILABILITY

This schedule is available to all water service in the franchise area.

#### **CHARACTER OF SERVICE**

Water will be furnished at a minimum pressure of twenty (20) pounds per square inch and at a maximum pressure of one hundred twenty five (125) pounds per square inch.

#### RATES

Minimum charge per Place of Consumption per quarter	\$ 14	12.02
Or Annual minimum charge per Place of Consumption	\$ 56	58.05
Plus Metered Rate per 100 cubic feet	\$	5.53

#### **TERMS OF PAYMENT**

Bills under these rates will be rendered quarterly and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be charged on all bills thirty (30) days past due.

Issued by:

Thomas Albert Mason Title: President, Lakes Region Water Company, Inc.

Effective: September 14, 2015

Dated: November, 28, 2016

Authorized by Docket No. DW 15-209 NHPUC Order No.25,969 Dated: November 28, 2016

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#### GENERAL SERVICE - UNMETERED

#### For

#### **CONSOLIDATED TARIFF SYSTEMS**

#### PERMANENT RATES

#### DIVISION

WATERVILLE VALLEY GATEWAY - POOL

#### AVAILABILITY

This schedule is available to all water service in the franchise area.

#### **CHARACTER OF SERVICE**

Water will be furnished at a minimum pressure of twenty (20) pounds per square inch and at a maximum pressure of one hundred twenty five (125) pounds per square inch.

#### RATES

Minimum charge per quarter	\$	419.25
Or Annual minimum charge for community pool	\$ 1	,679.98

#### **TERMS OF PAYMENT**

Bills under these rates will be rendered quarterly and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be charged on all bills thirty (30) days past due.

Issued by: Thomas Albert Mason

Dated: November, 28, 2016

Effective: September 14, 2015

Title: President, Lakes Region Water Company, Inc.

Authorized by Docket No. <u>DW 15-209</u> NHPUC <u>Order No.25,969</u> Dated: <u>November 28, 2016</u>

#### GENERAL SERVICE - UNMETERED

#### . For

#### CONSOLIDATED TARIFF SYSTEMS

#### PERMANENT RATES

#### DIVISION

TAMWORTH WATER WORKS, 175 ESTATES, DEER COVE, LAKE OSSIPEE VILLAGE, INDIAN MOUND, GUNSTOCK GLEN

#### AVAILABILITY

This schedule is available to all water service in the franchise area.

#### **CHARACTER OF SERVICE**

Water will be furnished at a minimum pressure of twenty (20) pounds per square inch and at a maximum pressure of one hundred twenty five (125) pounds per square inch.

#### RATES

Minimum charge per Place of Consumption per quarter Or	\$180.55
Annual minimum charge per Place of Consumption	\$722.20

#### TERMS OF PAYMENT

Tamworth Water Works bills under these rates will be rendered quarterly and in advance of services rendered and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be charged on all bills thirty (30) days past due.

175 Estates, Deer Cove, Lakes Ossipee Village Indian Mound and Gunstock Glen bills under these rates will be rendered quarterly and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be charged on all bills thirty (30) days past due.

Issued by:

Dated: November, 28, 2016

Effective: September 14, 2015

Title: President, Lakes Region Water Company, Inc.

Authorized by Docket No. <u>DW 15-209</u> NHPUC Order No.25,969 Dated: November 28, 2016

#### **GENERAL SERVICE - METERED**

#### For

#### **DOCKHAM SHORES**

#### **AVAILABILITY:**

This schedule is available to all water service in the franchise area.

#### CHARACTER OF SERVICE:

Water will be furnished at a minimum pressure of twenty (20) pounds per square inch and at a maximum pressure of one hundred twenty five (125) pounds per square inch

#### RATES:

Minimum charge per Place of Consumption per quarter	\$ 41.27
Or Annual minimum charge	\$ 165.08
Plus a Metered Rate per hundred gallons	\$ 1.0501

#### TERMS OF PAYMENT:

Bills under this rate are net, will be rendered, quarterly and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be charged on all bills past due.

Dated: November, 10, 2016

Effective: November 10, 2016

Issued by:

Thomas Albert Mason Title: President, Lakes Region Water Company, Inc.

Authorized by Docket No. DW 16-619 NHPUC Order No.25,964. Dated: November 10, 2016

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Issued by:

Issued: March 3, 2011

Effective: September 17. 2010

Thomas Albert Mason Title: President, Lakes Region Water Company, Inc.

#### NH PUC No. 6- WATER

Lakes Region Water Company, Inc.

Page 1 of Supplement 9

#### **RATE CASE EXPENSE SURCHARGE**

# **DIVISION**

FAR ECHO HARBOR, PARADES SHORES, WEST POINT, WATERVILLE VALLEY GAETWAY, HIDDEN VALLEY, WENTWORTH COVE, PENDLETON COVE, DEER RUN, WOODLAND GROVE, ECHO LAKE WOODS, BRAKE HILL, TAMWORTH WATER-WORKS, 175 ESTATES, DEER COVE, LAKE OSSIPEE VILLAGE, INDIAN MOUND-AND GUNSTOCK GLEN.

#### AVALIABILITY

This schedule is available to all water services in the franchise area.

#### **CHARACTER OF SERVICE**

This is the recoupment of \$120,000 of rate case expenses incurred by the company in NHPUC Docket DW 15-209 and \$38,575 as the difference between the permanent rate approval by the Commission in Order No. 25,969 for services rendered on and after September 14, 2015 and the temporary rates actually collected during this period. The total amount to be collected is

\$158,575 and will be billed in (8) equal quarterly charges on or after June 30, 2017.

#### RATES

Eight (8) equal quarterly charges per customer of \$11.73

#### **TERMS OF PAYMENT**

Bills under these rates will be rendered in eight (8) equal quarterly charges and are due payable upon presentation. Interest at a rate of eighteen percent (18%) per annum will be charged on all bills thirty (30) days past due.

Issued: November 27, 2006

Issued by:

Thomas A. Mason Sr.

Effective: December 1, 2006

# NH PUC No. 6- WATER

Lakes Region Water Company, Inc.

Page 1 of Supplement 9

# NHPUC TARIFF NO. 6-<u>7-</u>WATER

# LAKES REGION WATER COMPANY, INC.

Issued: November 27, 2006

Issued by:

Thomas A. Mason Sr.

Effective: December 1, 2006

# NHPUC No. 6 - WATER

Lakes Region Water Company, Inc.

**Original Page 2** 

# **ISSUED IN ACCORDANCE WITH NHPUC REPORT AND ORDER NO. 24,692**

### IN DOCKET DW 05-137.

# DATED OCTOBER 31, 2006

Issued: November 27, 2006

Issued by:

Thomas A. Mason Sr.

Effective: December 1, 2006

# NHPUC No. 6 - WATER

Lakes Region Water Company, Inc.

Original Page 2

Issued: November 27, 2006

Issued by:\_\_\_\_

Thomas A. Mason Sr.

Effective: December 1, 2006

NHPUC No. 7 - WATER

Superseding NHPUC No.6- Water

# **TARIFF**

# FOR WATER SERVICE

IN

# THE STATE OF NEW HAMPSHIRE

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Dated: March 5, 2018	Issued by:
	Thomas A. Mason
Effective:	Title: President, Lakes Region Water Company, Inc.
Authorized by Docket No.	Dated

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Dated: March 5, 2018	Issued by: Thomas A. Mason
Effective:	Title: President, Lakes Region Water Company, Inc.
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Issued: November 27, 2006

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Thomas A. Mason Sr.

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#### **SERVICE AREA**

The territoryCompany is authorized to be served byprovide Water Service subject to the provisions of this utilityTariff and to which this tariff applies is as follows: the laws and regulations of the New Hampshire Public Utilities Commission in the following service areas:

Three areas known as Far Echo Harbor (FEH), Paradise Shores (PS), and West Point (WP), in MoultonboroMoultonborough, Carroll County, New Hampshire; two areas known as Waterville Valley Gateway (WVG); and 175 Estates (175E) in Thorton, Grafton County, New Hampshire; one area known as Hidden Valley (HV) located in part in Wolfeboro and in part in Tuftonboro, Carroll County, New Hampshire; three areas known as Wentworth Cove (WC), Pendleton Cove (PC), and Brake Hill (BH) in Laconia, Belknap County, New Hampshire; one area known as Deer Run (DR) in Campton, Grafton County, New Hampshire; one area known as Woodland Grove (WG) in Conway, Carroll County, New Hampshire; one area known as Echo Lake Woods (ELW) in North Conway, Carroll County, New Hampshire; one area known as Tamworth Water Works (TWW) in Tamworth, Carroll County, New Hampshire; two areas known as Deer Cove (DC); and Indian Mound (IM), in Ossipee, Carroll County, New Hampshire; one area known as Lake Ossipee Village (LOV) in Freedom, Carroll County, New Hampshire; and one areatwo areas known as Gunstock Glen (GG) and Dockham Shores Estates (DS) in Gilford, Belknap County, New Hampshire.

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# **DEFINITIONS**

Application of Service-	shall mean the form required by the Company to initiate Water Service to a Place of Consumption or to transfer service in the event of a change in ownership or occupancy.
Arrearage-	shall mean any amount due from a customer to the Company for Water Service which remains unpaid after the due date printed on the original bill.
Availability fee-	shall mean the minimum charge assessed for the availability to the customer of water service during a time of discontinued use.
Backflow-	shall mean the flow of water or other fluids, mixtures or substances into the distribution pipes of a potable water system from any source other than the intended approved source of supply.
Backflow Prevention Devic	e-shall mean a device or means designed to prevent backflow or back-siphonage.
Branch/Tree Connection-	shall mean the division of or connection to a Service Pipe. See also Tandem Connection.
Bypass-	shall mean any arrangement that permits water to avoid or disable a meter, a pressure reducing valve, or a backflow prevention device.
Commission-	shall mean the New Hampshire Public Utilities Commission.
Company-	shall mean Lakes Region Water Co., Inc.
Cross-connection-	shall mean any actual or potential physical connection between a public water supply and a potential source of contamination that would allow water or contaminants to be drawn back into the water system.
<u>Customer -</u>	shall mean any person, partnership, firm, association, corporation, tenant, governmental unit, or subdivision of a municipality who has applied for and is receiving Water Service.
Customer Service Pipe-	shall mean the section of pipe which runs from the customer's property line or the curb stop to the customer's Place of Consumption

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# NHPUC No. 7 - WATER

Lakes Region Water Company, Inc.

Franchise-	shall mean the right to conduct business as a utility in a defined, geographic area pursuant to RSA 374:22 and RSA 374:26.
Main-	shall mean a water pipe, owed, operated and maintained by the Company, which is used to transmit or distribute water but is not a Service Pipe.
Meter-	shall mean a device installed by the Company for the measurement of water usage and used as the basis for calculating charges for use.
Multi-Unit Structure-	shall mean any apartment building, condominium, duplex house, or accessary dwelling unit in which Water Service is desired or being rendered to more than one Place of Consumption.
Multiple-Structure Location	- shall mean any condominium, development, mobile home park and/or cottage/bunkhouse in which Water Service is desired or being rendered to more than one Place of Consumption.
Place of Consumption-	shall mean any location, or structure to which Water Service is provided or available. (e.g. single family dwelling, bunkhouse, and cottage) A location or structure associated with an existing customer for which additional water service is incidental or accessory to the customer's existing water service shall not be considered a Place of Consumption. (e.g. utility sink in garage, outdoor shower or outside garage faucet)
Service Connection-	shall mean the point of connection between the Customer's service pipe and the Company's service pipe.
Service Pipe Connection-	shall mean the connection between the Company's main and the customer's Place of Consumption and includes all pipe fittings and valves necessary to make the connection.
Special Contract-	shall mean a contract for service approved by the Commission pursuant to RSA 378:18 as a result of special circumstances which render departure from the general schedules in this Tariff just and consistent with the public interest.
Tandem Connection-	shall mean extension of Water Service to one or more additional Places of Consumption. See also Branch/Tree Connection.

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Issued by:\_

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Tenant-	shall mean a person who rents and occupies a Place of Consumption serviced by the Company. A Tenant specifically excludes a person who rents a Place of Consumption for short-term, vacation, or recreation purposes.	
Water Service-	shall mean ordinary Water Service provided by the Company to a single Place of Consumption subject to the laws and rules administered by the Commission and the provisions of this Tariff.	

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Issued by:\_

Thomas A. Mason Sr.

Effective: December 1, 2006

# NHPUC No. 7 - WATER

Lakes Region Water Company, Inc.

### **TERMS AND CONDITIONS**

#### 1. Initiation of Utility Service.

- <u>To become a Customer, a completed Application for Service and Payment Address.</u> <u>Application for service should be shall be made in writing to Lakes Region Water Company,</u> <u>Inc. (the "Company"),</u> P.O. Box 389, <u>MoultonboroMoultonborough</u>, New Hampshire 03254, on a form provided by the Company.
  - (a) <u>NewAn Application for Service shall be required for each Place of Consumption located</u> on property to which Water Service is provided or available in accordance with the provisions of this Tariff.
  - (b) Property transfers to a new owner or Tenant shall require a new Application for Service.
  - (c) Notwithstanding a receipt of an Application for Service, the use of water shall constitute an Application for Service.
  - (d) Tenants may become the Customer and are subject to Terms and Conditions of the Company's Tariff. Water service for a seasonal rental property shall remain in the name of the property owner as the Customer.
  - (e) The Company may deny an Application for Service that does not comply with the provisions of this Tariff or the laws and rules of the Commission, including but not limited to, the existence of an outstanding arrearage for prior service from the company, when the customer does not have an arrangement for repayment of the arrearage.
  - (f) An Application for Service shall constitute an agreement by the Customer to pay the Company for Water Service and to comply with the provisions of this Tariff.
  - (a)(g)When a customer seeks to establish or transfer existing Water Service a new Customer Service fee of \$25.00 will be included with the first billingbill to cover the Company's costs associated with establishing Water Service.
  - (h) Service If Water Service to the Customer will result in special circumstances which require departure from the general schedules provided in this Tariff, the Company may require a special contract subject to the approval by the Commission pursuant to RSA 378:18.

# 2. <u>2. Main</u> Extensions.

Extensions will be made to existing mains provided:

(a). Main pipe extensions shall be laid by and shall be the property of Lakes Region Waterthe Company, Inc.

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- (b)(a)Highways and streets in which an extension is to be made must have been laid out, lines and grades established, rough graded and dedicated to public use and. All easements shall be granted to Lakes Region Waterthe Company, Inc\_to operate, maintain, repair, replace and improve utility plant to existing and future customers.
- (c) The sizedesign of pipemain extensions and related improvements shall be determined by the Company, in accordance with the New Hampshire Public Utilities Commission and with and shall take into account the need to serve existing and future customers to be served by the extension based on conditions surrounding the extension.
  - (b) The design of main extensions and related improvements, including the size of pipe shall be

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approved by the Company, and shall comply with the technical specifications maintained by the Company, and the rules and regulations of the Commission (ref. PUC 606) and the N.H. Department of Environmental Services. The referenced technical specifications can be found on the Company's website, www.lakesregionwater.com, or by contacting the Company at (603) 476-2348.

(d)(c)For any extension made, the customer will be required to make a deposit with the Company in advance of construction for an amount equal to the estimated construction cost (exclusive of services and meters) of such extension. Such construction costs shall be adjusted to the actual cost upon completion. and related improvements. The customer shall be responsible for payment of the actual costs of construction prior to the provision of service. After construction is complete, the company will calculate the actual costs and the customer shall pay the difference between the actual cost and the deposit and the company will refund any amounts paid over actual costs.

(e)(d)Except under unusual circumstances, construction of main extensions will be carried on between May 1 and October 1 of eachyear.

# 3. Service Pipe. Connection and Customer Service Pipe.

The utility will install and maintain the service pipe and valve from the main to the property line-It is \_(the eustomer's expense to Service Pipe Connection) for each Place of Consumption requiring water service. The customer will provide and maintain thea service pipe and valve(the Customer Service Pipe) from the property line to the meter for each Place of Consumption on the property. For Multi-Unit Structures as defined in- the definitions, only one service pipe shall be required. Water Service needed for Multiple Structure Location shall require a Service Pipe Connection for each Place of Consumption. Any relocation of the service pipe on the customer's premisesCustomer Service Pipe due to the 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. Each customer will install a stop and waste cock easily accessible and located inside the buildingeach structure near the service entrance.

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Issued in compliance with NHPUC Order No. 24,730 in Docket DW 06-166, dated February 16, 2007

Issued: November 21,2006

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# 4. Pipes and Fixtures.

- (a) For Developers and Non-Residential Customers- Water Service requested for a prospective housing development, for a Multi-Unit Structure, or for non-residential uses of land or structures ("Developers") shall be subject to the 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, shall be installed by the customer or by the Company at the customer's expense in accordance with plans, specifications or other terms and conditions approved by the Company according to the provisions of this Tariff, the technical specifications maintained by the Company, and the rules and regulations of the Commission (ref. PUC 606) and the N.H. Department of Environmental Services. Thereafter, the main to the curb stop shall be owned and maintained by the Company.
  - (2) From the Service Pipe Connection to the Place of Consumption: The Customer's Service Pipe shall be installed by the Customer subject to the Company's specifications. The connection to the Company's Service Pipe shall be inspected prior to backfilling.
  - (3) The Company reserves the right to refuse Water Service to any location until such time as the Company shall decide that there is sufficient progress to show that the Place of Consumption will be completed and occupied.
- (b) Branch or Tree Connections shall be prohibited except in unusual situations such as service to an apartment or to a condominium in strict accordance with specifications approved in writing by the Company. No Tandem Connections or services shall be permitted, and, where such tandem services previously exist, the shut-offs necessary to comply with this requirement must be installed. (PUC 606.04 h & j)

#### 4. Maintenance of Plumbing.

- (a) Customers shall maintain the plumbing, ptpmgpiping, and fixtures within their own premiseseach Place of Consumption (e.g. building, common areas and lawns) 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) If a leak occurs on theat a customer's premisesPlace of Consumption and the Company cannot isolate the leak by disconnecting service, the Company may deem it necessary to repair the leak at the customer's expense so as to protect the integrity of the system at the customer's expense.

### 5. Hot Water Tanks.

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the piping system to prevent any damage to such tanks and appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the

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customer's risk and in no case will the Company be liable for any damage occasioned thereby.

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#### 6. Use of Water.

All persons shall avoid unnecessary use of water. They shall not allow water to run to prevent freezing or to run longer than necessary for proper use. The Company shall determine what constitutes waste or improper use and will restrict the same with Commission approval when necessary.

# 7. Cross Connections.

- (a) <u>A copy of the Company's Cross-Connection program is available upon request.</u> No cross connections between the public water system and any non-potable supply <u>willshall</u> be allowed unless protected by a system specifically designed for this purpose and the connection is approved <u>in writing</u> by the Company and by the State <u>Department</u> of <u>Environmental Services.</u> New Hampshire.
- (b) The Company shall not permit or approve any connection that is capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having a direct connection to waste drains. If the Company discovers such a connection, service will be disconnected immediately. An approved back-flow prevention device shall be installed whenever the Company determines that a cross connection exists or where a potential threat to the water system exists and all costs associated with the installation of such device are the responsibility of the Customer. All such devices shall be located at the service entrance, and all water consumption within the structure shall pass through the protective device.
   (c) The Company reserves the right:
  - 1) to require periodic inspections of customers' buildings or Places of Consumption to ensure that the plumbing has been installed in such a manner
    - Consumption to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing;
    - 2) to require the purchase and installation of approved protective devices located at the service entrance to the Place of Consumption as may be required to protect the potable water supply from potential cross connections
    - 3) to require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and
    - 4) To terminate service upon failure to comply with any of the above requirements.
- (d) If a customer's Water Service has the potential to contaminate or back flow into the system, the Company shall require that the customer install a cross connection backflow preventer at the customer's expense, approved by the Company. Example of a residential hazard would be an irrigation system. Examples of a commercial hazard

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include but are not limited to the following equipment when connected to the Company's distribution system: soda foundations, coffee makers, ice makers, bars, spas, and pools. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company. A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested since the Company merely serves as the agent to arrange for testing to be done. Reduced pressure type devices will be tested twice each year as required by NH DES, Env-D 505 Backflow Prevention. Double check valves will be tested annually.

(b)(e) The Company may disconnect a customer's service if the customer fails to address a condition that could contaminate the water system.

#### 8. Restricted Use.

When necessary to conserve supply, the company with commission approval may restrict or prohibit the use of hand hoses, lawn sprinklers, water cooler and air conditioning equipment.

# 9. Stoppage and Damage.

(a) The Company will not be responsible for any damage caused by shut-offs into the mains ofor 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 shutoffs will be given when practicable; however, nothing in this ruleTariff shall be construed as requiring the giving of such notice.

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Lakes Region Water Company, Inc.

(b) The Company shall not be responsible for any damage caused by dirty water which may be occasioned by periodic cleaning of pipes, standpipes, the opening or closing of any gates or valves, or any other cause when reasonable care is excised on the part of the <u>utilityCompany</u>.

#### 10. Tampering.

All curb cocks, valves, gates, shutoffs, standpipes, meters, etc. which are the property 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.

#### **11. Access to Utility Infrastructure.**

(a) Valves must not be paved over in roadways.
(b) Shut-offs must be accessible, clear of trees, bushes and mulch.
(c) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.

#### 11.12.Billing.

Bills will be rendered quarterly in accordance with the "terms of payment" specified in the rate schedule set forth by the <u>Public Utilities</u> Commission and. <u>Bills</u> are due and payable by the customer upon\_presentation.

#### **13. Collection Policy.**

#### 12.3.Deposit.

The utility reserves the right to require a deposit, and, if a deposit is required, then it shall be established in accordance with the New Hampshire Public Utilities Commission rules and Regulations prescribing standards for water utilities.

#### 13.3. Service Charges.

Shutoffs, connections, disconnections and reconnections, etc. shall be done only by an authorized representative of the Company. Fees for service calls are as follows:

- FEH, PS, WP\$40.00
- WVG, DR, WG, ELW, 175E\$55.00
- HV, TWW\$45.00
- WC, PC, BH, DC, LOV, IM, GG\$50.00

#### 14. Disconnection of Service.

(a) If a bill for service is unpaid and no arrangements for payment are made thirty (30) days after it has been rendered, the utility reserves the right to disconnect the service in accordance with the New Hampshire Public Utilities Rules and Regulations prescribing standards for water utilities.

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(b) Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, the Company may require that payment in arrears plus one-half (1/2) the service charge be paid in cash.

# 14. Deposit.

The utility reserves the right to require a deposit or written third-party guarantee before rendering service to any customer. Such deposit shall be established in accordance with the Commission Rules and Regulations governing customer deposits.

# 15. Service Charges.

(c) Fees for disconnection are as described above in service charges.

Issuedincompliance with NHPUC Order No. 24,730 in Docket OW 06-166, dated February 16, 2007

Shutoffs, connections, disconnections and reconnections, etc., shall be done only by an authorized representative of the Company. Fees for service calls are as follows:

• FEH, PS, WP	<u>\$40.00</u>
• WVG, DR, WG, ELW, 175E	<u>\$55.00</u>
• HV, TWW	<u>\$45.00</u>
• WC, PC, BH, DC, LOV, IM, GG, DS	<u>\$50.00</u>

# 15.16. Emergency Service.

Any service rendered by the Company on Saturdays, Sundays, holidays, or between the hours of 5:004:30 p.m. and 8:0030 a.m., is considered to be an Emergency Service, and the customer will be charged a service charge of one and one half  $(1-\frac{1}{2}).5$  times the above stated service charge.

**17. Disconnection of Service.** 

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Lakes Region Water Company, Inc.

(a) Water Service may be disconnected with notice for any of the following reasons:

- 1) If a bill for service is unpaid and no arrangements for payment are made thirty (30) days after it has been rendered, the Company reserves the right to disconnect the service in accordance with the Commission Rules and Regulations governing disconnection of service. See, e.g., PUC 1203.11.
- 2) The customer has failed to pay a deposit request or provide an acceptable third party guarantee in lieu of a deposit;
- 3) The customer has refused or prevented reasonable access to inspect the equipment or other property owned by the Company, including but not limited to, for the purpose of reading a meter;
- 4) A non-residential customer has violated any of the terms of this Tariff.
- (b) Water Service may also be disconnected without notice when:
  - 1) The customer has obtained Water Service in an unauthorized manner, including but not limited to:
    - a) Misrepresentation in the Application for Service;
    - b) Tampering with Company property; or
    - c) By-passing the meter.
  - 2) The service to the customer would result in a cross-connection or other conditions in violation of drinking water standards of the NH DES, the NH PUC or this Tariff;
  - 3) The customer has failed to correct leaks or is using water in a way which jeopardizes the provision of utility service to other customers; and
  - 4) The customer has abandoned the property.

### 16.18.Meters.

(a) \_\_\_\_\_ Furnishing of Meters-

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Lakes Region Water Company, Inc.

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1) All meters <u>and remote readers</u> will be furnished by- and remain the property of the Company, which reserves the right to stipulate the size, type, and make of the meter used, as well as the location of the <u>settingmeter and the remote reader</u>.

#### (b) Meter Location-

- i.1) The customer shall provide a clean, dry, warm, and accessible place for the installation of the meter as nearly as possible to the point of entrance of the service pipe to the building.
- ii.2) Where this is impossible or impracticable it, the meter may be set, with Commission approval, at the property line, in a meter pit, or some other location designated -by the Company. All expense in connection with the proper housing shall be borne by the customer.

iii.3) A meter, once set, will be relocated only at the customer's expense.

### (c) Meter Maintenance.

- **i**-1)Meter repairs or replacements necessitated by ordinary wear and tear will be paid for by the Company;
- ii.2) Any damages to the meter caused by freezing, hot water, or by other fault of the customer will be charged to the customer. When such damage occurs, the Company will furnish and set another meter to replace the one frozen or otherwise damaged, a replacement meter and the cost of such repairs, including replacement parts, labor, and transportation charges as are necessary, shall be paid for by the customer.

### (d) Meter Reading.

1) Utilities which use metersCustomers shall install a remote reader outside each Place of Consumption. This reader will be provided by, owned by and maintained by the Company. ("maintained" defined as replacement once the unit is no longer functional) Customers must keep remote reader accessible, including cleared of snow, landscaping and any other obstruction. If a Customer does not permit the Company to install a remote reader then Water Service shall be subject to disconnection.

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- i.2) Water system which provides metered service shall read all service meters at regular intervals and on the reasonably corresponding day ofto each meter reading period insofar as practicable within regularly scheduled work days.
- **ii.3**) The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be accepted as conclusive by both the customer and the Company except when the meter has been found to be registering inaccurately, or has ceased to register. In such cases, the error will -be adjusted in accordance with New Hampshire Public Utilities Commission Rules and Regulations prescribing standards for water utilities.

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#### (e) <u>Non-Registering Meters</u>

- **i**-1) If a meter is found which does not register a reading at the time of billing, the bill for the period of non-registration may be based upon information recorded prior to or subsequent to the period of non-registration, and; any other pertinent information supplied by the customer or known to the Company; and
- 2) Any other pertinent information supplied by The period for recovery of the difference between previously billed an actual consumption shall not exceed 12 months.
- ii.3)The customer or known toshall notify the Company, as soon as the customer becomes aware, of any injury to, or cessation in registration of, the meter.

#### (f) <u>Tampering of Meters</u>

**i.1**) If a meter, including the -remote register -and -interconnecting cable or wire or -other connections of 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.

<u>ii. Furthermore, the The</u> seal on a meter shall be broken only by authorized Company
 <u>2</u>) personnel. Any unauthorized broken seal shall constitute tampering.

#### (g) Meter Reading for House Property Transfer.

The charge for a meter reading requested for the transfer of <u>a houseproperty</u> will be the amount of a service charge described above and will be divided equally between <u>the</u> buyer and <u>the</u> seller. In the event the property does not transfer the seller is responsible for the <u>full amount</u>.

#### (h) Meter Testing.

The company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested in accordance with New Hampshire Public-Utilities Commission Rules and Regulations prescribing standards for water utilities.

by the Company upon request of the Customer in accordance with Commission Rules and Regulations. The fees for testing such meter will be at the expense of the customer and will be the cost of the listed service charge in Section 13 plus the actual meter test expense. All fees are payable in advance of the test. Whenever a meter is found to register in excess of one hundred three percent (103%), the Company shall refund the customer the fee advanced for testing as well as the amount equal to the charge for the excess billed for the shorter of the following:

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1. The previous 12 months;

2. A period equal to  $\frac{1}{2}$  the time elapsed then last test; or

3. The period of occupancy by the Customer.

Whenever a meter is found to register less than 97%, the Customer will be charged the unbilled amount supplied in accordance with 1-3 above.

(i) Meter Removal.

Only the Company <u>employeesemployee</u> or representative shall be authorized to remove, inspect, or <u>repairinspect</u> the meter on the <u>customer'scustomer's</u> property. \_\_The <u>customerCustomer</u> shall -notify the Company<del>, as soon as it comes to his knowledge</del>, of any <u>removal needed of such meter for seasonal maintenance</u>, any injury to, or cessation in registration of the meter.

(j) -Right of Access.

Any authorized Company representative shall have the right and be permitted access to the customer's <u>premisesPlace of Consumption</u> at any reasonable time to inspect Company owned equipment.

# 17.19. Penalty for Bad Checks.

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, the charge shall be the greater of \$5 or the actual administrative cost to recover.\_

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#### 1.20. Vacancy of Premises.

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges. In the event the customer of record was a "Tenant" and neither the Tenant nor the Owner notifies the Company of the vacancy, the property owner shall by default become the customer of record and the property may be subject to disconnection of Water Service without notice.

#### 2.21. Availability Fee.

Any customer disconnectedFollowing any temporary disconnection of Water Service at the customer's request, or pursuant to New Hampshire code of AdministrativeCommission Rules 1203.11, the customer shall remain responsible for all minimum charges incurred during the lapse of service (disconnection period) and suchpay the "Minimum Charge" as defined by the rate schedule applicable to the customer each quarter. Such charges shall be due when -bills -are issued -in -the -ordinary billing cycle. Availability fees shall only be assessed to customers during the period of ownership. For the purpose of this section, "minimum charge" shall include all charges not based on the metered usage.

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#### **GENERAL SERVICE - METERED**

For

#### CONSOLIDATED TARIFF SYSTEMS PERMANENT RATESPERMANENT RATES

#### DIVISION

FAR ECHO HARBOR, PARADISE SHORES, WEST POINT, WATERVILLE VALLEY GATEWAY, HIDDEN VALLEY, WENTWORTH COVE, PENDELTON COVE, DEER RUN, WOODLAWN GROVE, ECHO LAKE WOODS, BRAKE HILL

**AVAILABILITY** This schedule is available to all water service in the franchise area.

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### **CHARACTER OF SERVICE**

Water will be furnished at a \_minimum \_pressure \_of \_twenty \_(20) \_pounds \_per square \_inch and at a maximum \_pressure of one hundred \_twenty \_five (125) pounds \_per square \_inch.

#### RATES

Minimum charge _per eustomerPlace of Consumption _per quarter	\$ 142. <del>01<u>02</u></del>
Or Annual _minimum _charge per <del>customer<u>Place</u> of Consumption</del>	\$ 568.05
Plus Metered _Rate _per 100 cubic feet	\$_5.53

#### **TERMS OF PAYMENT**

Bills under these rates will be rendered quarterly and are \_due\_ and \_payable \_upon presentation. Interest at the rate of eighteen percent (18%) \_per annum \_will \_be charged \_on all \_bills thirty (30) days \_past due.

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Issued: November 28, 2016

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7<sup>th</sup> Revised Page 10

Superseding 6<sup>th</sup>.Revised Page 10

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Issued by:

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### **GENERAL SERVICE -- UNMETERED**

#### For-

#### **CONSOLIDATED TARIFF SYSTEMS**

#### **PERMANENT RATES**

#### **DIVISION**

WATERVILLE\_VALLEY GATEWAY \_- POOL

## AVAILABILITY

This schedule is available to all water service in the franchise area.

### CHARACTER OF SERVICE

Water will be furnished at a minimum \_pressure \_of \_twenty \_(20) pounds \_per square \_inch and \_at a maximum \_pressure of one hundred twenty \_five (125) pounds per square inch.

RATES

Minimum charge per quarter \$ 419.25

Or annual minimum charge for community pool \$1,676.98

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	Effective: September 14, <del>2015</del>		Thomas Albert Mason 5 Title:
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## <u>16</u>

Minimum charge per quarter	<u>\$ 419.25</u>
Or Annual minimum charge for community pool	<u>\$ 1,679.98</u>

## **TERMS OF PAYMENT**

Bills under these rates will be rendered quarterly and <u>are dueare due</u> and \_payable \_upon presentation. Interest at the rate of eighteen percent (18%) \_per annum \_will \_be charged \_on all \_ bills thirty (30) days \_past due.

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#### **GENERAL SERVICE - UNMETERED**

#### For

#### **CONSOLIDATED TARIFF SYSTEMS**

### PERMANENT RATES

#### DIVISION

TAMWORTH WATER WORKS, 175 ESTATES, DEER COVE, LAKE OSSIPEE VILLAGE, INDIAN MOUND, GUNSTOCK GLEN

#### **AVAILABILITY**

This schedule is available to all water service in the franchise area.

### **CHARACTER OF SERVICE**

Water will be furnished at a minimum pressure of twenty (20) pounds per square inch and at a maximum pressure of one hundred twenty five (125) pounds per square inch.

\_\_\_\_\_Minimum charge \_per <u>customerPlace of Consumption</u> per quarter -Or \_\_\_\_\_<u>\$180.55</u>

RATES

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\_\_\_\_\_Annual \_minimum \_charge per <u>customerPlace of Consumption</u> <u>\$722.20</u>

\$ 180.55 \$ 722.20

# TERMS\_OF PAYMENT

Tamworth Water Works bills under these rates will be rendered quarterly and in advance of services rendered and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be \_\_charged on all bills thirty (30) days past due.

175 Estates, Deer Cove, Lakes Ossipee Village Indian Mound and Gunstock Glen bills under these rates will be rendered quarterly and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be charged on -all bills thirty (30) days past due.

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## **GENERAL SERVICE - METERED**

## For

# **DOCKHAM SHORES**

#### **AVAILABILITY:**

This schedule is available to all water service in the franchise area.

#### **CHARACTER OF SERVICE:**

Water will be furnished at a minimum pressure of twenty (20) pounds per square inch and at a maximum pressure of one hundred twenty five (125) pounds per square inch

### **RATES:**

Minimum charge per Place of Consumption per quarter	\$ 41.27
Or Annual minimum charge	\$ 165.08
Plus a Metered Rate per hundred gallons	\$ 1.0501

# **TERMS OF PAYMENT:**

Bills under this rate are net, will be rendered, quarterly and are due and payable upon presentation. Interest at the rate of eighteen percent (18%) per annum will be charged on all bills past due.

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