## Pennichuck East Utilities, Inc. <br> DW 21-022

2021 QCPAC - Qualified Capital Project Adjustment Charge
Responses to NH DOE Data Requests - Set 1
Date Request Received: 10/14/21
Date of Response: 10/28/21
Request No. Energy 1-1
Witness: Donald L. Ware

REQUEST: Re: Response to Staff Tech 1-1 and First Quarterly Update Exhibit DLW-1 (08-13-21), Page 2 ( 2020 CapEx): Please provide an update of the status of the anticipated \$1,135,409 CoBank Loan approved by Commission Order No. 26,507 (8/10/21) in DW 21-102.
a) Has the Company closed on this loan?
i) If yes, what was the date of closing?
ii) If no, what is the anticipated date of closing?
b) If the Company has closed on this loan, what are the final terms of the loan, including interest rate? Please provide supporting documentation.
c) Please explain whether and how the date of closing on the loan impacts the anticipated effective date of the 2021 QCPAC.

## RESPONSE:

a) Yes. The loan was closed on September 29, 2021.
b) Final loan terms were $\$ 1,135,409$ borrowed for 25 years at a rate of $4.18 \%$. A copy of the Promissory Note is attached to this data request as Attachment 1-1b)-1. The Company asserts that this document contains confidential business terms and will file a motion for protective order and confidential treatment with the Commission. The Company asks that this document be kept confidential until decision on the motion by the Commission. The amortization schedule is attached to this data request as Attachment 1-1b)-2 Amortization Schedule.
c) The proposed effective date for the 2021 QCPAC would be September 29, 2021, the date at which the loan was closed.

## Pennichuck East Utilities, Inc.

DW 21-022
2021 QCPAC - Qualified Capital Project Adjustment Charge
Responses to NH DOE Data Requests - Set 1
Date of Response: 10/28/21
Request No. Energy 1-2
Witness: Donald L. Ware

## REQUEST: Re: First Quarterly Update Exhibit DLW-1 (8-13-21), Page 2 (2020 CapEx), Line 50 - MSDC payment to MWW - \$127,007:

a) Please provide further explanation with regard to the basis for this particular line item and its inclusion for recovery under the QCPAC mechanism.
b) Please provide a detailed explanation with regard to how the transaction involving the payment of these MSDC charges was recorded on the books and records of the Company, and if there will be an annual amortization of these charges (and over what period of time).
c) In Commission Order No. 26,076 (November 17, 2017) in Docket Nos. DW 17-119 and DW 17-120, the Commission approved a new method by which the Company (and PWW) would collect the MSDC from individual customers upon their connection to the system rather than from the entire customer base as a whole. In that order the Commission commented, "Applying the MSDC to customers as they connect a new service line to a system that purchases its supply from Manchester Water Works, eliminates an expense shared by all customers and thereby mitigates any claim that the fee is unjust or unreasonable when applied to customers who do not take supply from Manchester Water Works." (See Page 4, Commission Analysis) Please explain how the Company's proposed inclusion of the MSDC in the QCPAC in this circumstance comports with Commission Order No. 26,076.
d) Please provide documentation in support of the Company's prior purchase of MSDC capacity from MWW, and please indicate the amount of prior capacity purchased in gallons per day (gpd).
e) Please provide documentation in support of the requirement for the Company to purchase additional MSDC capacity from MWW during 2020 as well as the required unit cost of the purchase.

## RESPONSE:

a) Per PEU's purchase water contract with Manchester Water Works (MWW) PEU must pay for used MSDC capacity which is based on the average highest two months of usage on a gallons per day (gpd) basis based on PEU's total usage from its metered connections with MWW. Since 2020 was a drought year, there was record usage. Prior to 2020, PEU had purchased 787,073 gpd of MSDC capacity. In 2020, PEU used 897,411 gpd in MSDC capacity resulting in PEU needing to purchase an additional 110,338 gpd of capacity at $\$ 3.79$ per gpd or $\$ 418,182.72$. Since the approval of PEU's tariff which allowed it to collect MSDC from individual customers, PEU has collected $\$ 291,174$ from new customers in accordance with Commission Order No 26,026, leaving a residual MSDC fee to be collected of $\$ 127,008$. The fee to be collected is $\$ 127,008$, which has been updated in attached Exhibit DLW 1-5 on Page 2, line 51. The MSDC is a source of supply cost and the Company included the cost of this fee as a regulatory asset and the cost of that asset is amortized over 20 years, the term of the PEU/MWW purchased water agreement. Please see Attachment DOE 1-2a) for the calculation of this fee as provided by MWW and verified by PEU.
b) The $\$ 127,008$ is recorded as a regulatory asset and it will be amortized over 20 years. Since the cash that was used to pay this asset was paid for with the proceeds derived from the CoBank loan that was closed on September 29, 2021, and associated with this Source of Supply Expense is proposed to be collected via the QCPAC. The amortization expense associated with this regulatory asset will be a proforma out of amortization expense in future rate cases and will not be collected as part of the MOERR.
c) The fees collected by PWW in accordance with Commission Order No. 26,076 were collected from new customers in the amount of $\$ 291,174$ reduced PEU's MSDC payment to MWW from $\$ 418,182.71$ to $\$ 127,008.39$. The additional MSDC usage above and beyond that used and paid for by new customers was created by record usage by existing PEU customers during the summer months of 2020 that was a result of record outside usage in response to the drought of 2020 . Since the $\$ 127,008$ was driven by existing customers this expense is appropriately shared by all PEU's rate payers, as it has been consistent in past rate cases.
d) Please see Attachment DOE 1-2a). Please see the 2016 tab of this attachment in support of the Company's prior purchase amount of 569,005 gallons per day of MSDC capacity. This spreadsheet is prepared annually by Manchester Water Works (MWW) and is based on the meter readings and the resultant usage at each of PWW interconnections with Manchester Water Works. The meter readings from each metered location between MWW and PWW are found in the lower portion of the spreadsheet.
e) Please see Attachment DOE 1-2b) which is a copy of the MWW-PWW Purchase Water Agreement. In regard to the MSDC requirement please see Article 3, Section 303 for the obligation of PWW to pay MWW for incremental increases in the MSDC usage at the MSDC rate in effect that the incremental increase occurs. The MSDC charge in 2020 was $\$ 3.79$ per gallon. Please see Attachment DOE 1-2c), specifically page 39 of Manchester Water Works tariff which defines the MSDC charges in effect as of January 1,2021 as being $\$ 3.90$. This was a $3 \%$ increase over the rate charged for MSDC in 2020 of $\$ 3.79$ per gallon.

Pennichuck East Utilities, Inc.<br>DW 21-022<br>2021 QCPAC - Qualified Capital Project Adjustment Charge<br>Responses to NH DOE Data Requests - Set 1

Date of Response: 10/28/21
Request No. Energy 1-3
Witness: Donald L. Ware

## REQUEST: Re: First Quarterly Update Exhibit DLW-1 (8-13-21), Page 3 (2021 CapEx), Line 12 - Londonderry System Improvements - \$1,000,000:

a) It appears that the original $\$ 1,600,000$ budget cost of this project has been deferred to 2022. (See First Quarterly Update Exhibit DLW-1 (8-13-21), Page 4 (2022 CapEx), Line 11.) Please provide a detailed explanation as to why the original budgeted cost of this project has been deferred to 2022.
b) Despite the deferral of the original project cost of $\$ 1,600,000$ to 2022 , an estimated cost of $\$ 1,000,000$ is still indicated for this project for 2021 (Cell M12). Please provide a detailed explanation as to why the overall cost of this project now appears to be $\$ 2,600,000(2021: \$ 1,000,000+2022: \$ 1,600,000)$.
c) The 'Source of Funding' for the $\$ 1,000,000$ project cost in 2021 is indicated as 'CoBank'. (See Cell J12) However, the $\$ 1,000,000$ estimated cost is not indicated as 'QCPAC Eligible' for 2021 (Cell K12) and does not appear to be included in the total project costs to be 'Funded with CoBank Loan' of $\$ 1,436,147$ (Cell M43). Please provide detailed explanations as to why the $\$ 1,000,000$ amount is not QCPAC eligible for 2021 and is not included in the overall projected CoBank borrowing for 2021 CapEx.
d) The $\$ 1,000,000$ project cost during 2021 is indicated as taxable (Cell R12). However, no property tax amount has been included for this project in Cell T12. Please explain.

## RESPONSE:

a) The project has been deferred from 2021 projects planned to the 2022 Capex projects planned due to the time required to gain the various town permits necessary to construct this project. The Company will be progressing through the town permitting process during the winter and into the spring of 2022, with the hope of attaining the approvals in the early spring so that the project can be placed out to bid and constructed during 2022.
b) The $\$ 1,000,000$ was a typo. The figure should have been $\$ 100,000$ for monies spent on engineering and permitting of this project. PEU's total projected cost for this project is still $\$ 1.6$ million with an estimated $\$ 100,000$ being spent in 2021, with the balance of
$\$ 1.5$ million being spent in 2022. Please see the attached revised Exhibit DLW 1-5 reflecting the correct estimated 2021 and 2022 expenditures on this project.
c) As noted in response b) above the correct amount is $\$ 100,000$ for Engineering design and permitting for this project. Since this project will not be used and useful at the end of 2021, the $\$ 100,000$ will be funded with 0.1 DSRR funds. Please see the attached revised Exhibit DLW 1-5 reflecting the correct source of funding for the 2021 expenditures for this project. Since this portion of the project is being funded with 0.1 DSRR funds it is not included in the projected CoBank loan amount for 2021 PEU QCP's.
d) Since the project will not be used and useful in 2021, there are no associated property taxes in 2021. The property taxes, associated with this finished project, are reflected in the 2022 tab and reflect the Company's projected total investment of $\$ 1,600,000$, in addition to the investment of the Developer of about $\$ 1.6$ million, bringing the total taxable property associated with this project to about $\$ 3.2$ million.

Pennichuck East Utilities, Inc.<br>DW 21-022<br>2021 QCPAC - Qualified Capital Project Adjustment Charge<br>Responses to NH DOE Data Requests - Set 1

Date Request Received: 10/14/21
Request No. Energy 1-4

Date of Response: 10/28/21
Witness: Donald L. Ware

REQUEST: Re: First Quarterly Update Exhibit DLW-1 (8-13-21), Page 3 (2021 CapEx), Line 32 - Interconnect the W\&E CWS to the Town of Salem Water System - \$565,000: Please provide a more detailed explanation with regard to nature and purpose of this project, including its anticipated source of funding (Cell J32).

## RESPONSE:

The interconnect between the W\&E CWS and the Town of Salem water system is driven by two primary factors (1) well yield and (2) well water quality.

1. Well Yield - The W\&E system currently has 3 active wells (\#'s 3,4 and 6 ) with respective capacities of $30 \mathrm{gpm}(43,200 \mathrm{gpd}), 12 \mathrm{gpm}(17,280 \mathrm{gpd})$ and $10 \mathrm{gpm}(14,400$ gpd) for an aggregate total of $74,880 \mathrm{gpd}$. The average daily demand in the W\&E system varies between about 40,000 gpd during the non-summer months to about 66,000 gpd with 1 x per week outside usage restrictions in summer months. With the largest well "out of service," which is a requirement in determining safe water yields for a CWS per regulation; the remaining wells cannot not produce enough water to meet the base system demands. With all the wells running, this system has to continuously impose severe outside water usage restrictions. The proposed interconnection will supplement the existing supply with $30,000 \mathrm{gpd}$, such that, even with the largest well "out of service" the base demand of the system can be met. Also, the addition of the $30,000 \mathrm{gpd}$ will allow for lesser outside usage restrictions during the summer months.
2. Well Quality -The three W\&E wells have high levels of hardness, manganese and iron. The average raw water hardness from the combined well flows is about 400 ppm as calcium hardness. The average raw water manganese and iron levels from the combined wells is about 0.3 ppm of manganese and about 2.6 ppm of iron. As such, the average raw water hardness, manganese and iron levels are well in excess of the Safe Drinking Water Act secondary standards, and the raw water manganese levels exceed the proposed NHDES primary standard for manganese. To compensate for these raw water influence levels, the raw well water is treated by softening and green sand filtration. This allows the levels of manganese and iron to be reduced to below the secondary standards and the proposed primary standard for manganese. With all of this, the treated harness level can only be reduced to about 150 ppm as Calcium hardness, which is still considered to be a hard water. And, it is important to note, that the hardness can only be lowered to this level (no further) without exceeding the secondary limit for sodium in the water, and
making the water taste salty. Mixing the very hard well water with about $30 \%$ to $40 \%$ soft water from the interconnection will allow the treated water hardness to be reduced down to about 50 ppt as calcium hardness, without exceeding the secondary standard for sodium.

The total project cost is projected to be about $\$ 675,000$ (inclusive of a 5\% contingency) with the costs be broken down as follows:

1. MSDC - $\$ 117,000(30,000$ gpd @ $\$ 3.90$ per gallon $)$
2. Meter between Salem and W\&E - $\$ 3,000$
3. Weston \& Sampson Disinfection study - $\$ 6,000$
4. Water Main Upgrades - Installation of $1,250^{\prime}$ of new water main and associated road reconstruction. American Excavation awarded a contact of \$343,183.
5. Pennichuck purchase of Treatment Equipment for the Chloraminated water for items that had long lead times. - $\$ 27,369$
6. W\&E Station Upgrades - Cost to provide new water treatment system, piping and valves; including the installation of the Pennichuck purchased items above. NE Earth awarded a contract of $\$ 94,500$.
7. Control panel \& wiring; electrical work associated with the Station upgrades. The control wiring and electrical work will be completed by Pennichuck's electricians. The panel will be supplied by EII. - \$20,000
8. Internal Pennichuck Engineering - Cost for design, inspection, and management of the water main and W\&E Station upgrade projects - \$35,000

The engineering for this project will be funded with 0.1 DSRR funds. The remainder of the project will be funded with a loan from CoBank.

## Pennichuck East Utilities, Inc. <br> DW 21-022

2021 QCPAC - Qualified Capital Project Adjustment Charge
Responses to NH DOE Data Requests - Set 1

Date Request Received: 10/14/21
Request No. Energy 1-5

Date of Response: 10/28/21
Witness: Donald L. Ware

REQUEST: Re: First Quarterly Update Exhibit DLW-1 (8-13-21), Page 3 (2021 CapEx):
a) Does the Company agree that the annual 'current year' capital budget, which in this filing is 2021, should be inclusive of a budget line item and amount pertaining to the anticipated interest on short-term borrowings, i.e. the CoBank Fixed Asset Line of Credit (FALOC), incurred during the construction / acquisition of the current year CapEx, that will be included in the subsequent year's long-term financing for the 2021 projects? Please explain.
b) Please provide the short-term interest amount that the Company currently anticipates will be incurred relative to its 2021 CapEx. Please provide the detailed calculation(s).

## RESPONSE:

a) Yes.
b) It is not possible to accurately project the expected short-term interest amount that the Company currently anticipates it will incur in regard to its 2021 Capex necessary to provide an accurate "detailed calculation" due to:

1. Project timing which impacts when CoBank FALOC funds will be drawn. The timing and magnitude of cash draws impacts both the interest expense on the borrowed funds and the amount of expense associated with the unused fee portion of the FALOC.
2. Final projects and final project costs that will be completed, used and useful at the end of the year.
3. The interest charged on FALOC draws varies with LIBOR. The Company has no way to project what the daily LIBOR rate will be.
4. When PEU will be approved and able to close on the loan with CoBank to pay off the CoBank FALOC, as interest continues to accrue on the FALOC until it is repaid with term loan funds annually.

With the qualifiers noted above the Company has included a very high-level projection, with detailed calculations, of the interest it projects will be incurred on the

CoBank FALOC, based on current project statuses and anticipated project expenditure draws, through July 30, 2022 (the estimated closing date on the PEU CoBank loan to garner the cash used to pay off the 2021 CoBank FALOC borrowings). Attachment DOE 1-5 shows the actual FALOC draws for 2021 PEU Capex through 10/25/2021. Please note that the CoBank FALOC was fully paid down on 9/29/2021; the day that PEU closed on the long-term loan with CoBank that was used to repay FALOC draws that were made in 2020 to pay for PEU 2020 Capex for projects that were completed, used and useful as of $12 / 31 / 2020$. The projected CoBank FALOC interest has been added to each QCPAC addition tab (2021, 2022 and 2023) as a budgeted item.

## Pennichuck East Utilities, Inc. <br> DW 21-022

2021 QCPAC - Qualified Capital Project Adjustment Charge
Responses to NH DOE Data Requests - Set 1
Date Request Received: 10/14/21
Date of Response: 10/28/21
Request No. Energy 1-6
Witness: Donald L. Ware

REQUEST: Re: First Quarterly Update Exhibit DLW-1 (8-13-31), Page 5 (2023 CapEx), Line 9 - Wellesley Drive - \$70,000: This schedule indicates that the 'Source of Funding’ for this project is anticipated to be the ' 0.1 DSRR' account (Cell J9). However, the \$70,000 estimated project cost appears to be included in the total amount to be 'Funded with CoBank Loan' of \$2,503,500 (Cell L33). Please explain.

## RESPONSE:

The Source of Funding for this proposed project was incorrectly identified as 0.1 DSRR. This project will be funded with a loan from CoBank. The attached Exhibit DLW-1, Page 5 has been updated to show the correct financing source for this project.

## Pennichuck East Utilities, Inc. <br> DW 21-022

2021 QCPAC - Qualified Capital Project Adjustment Charge
Responses to NH DOE Data Requests - Set 1
Date Request Received: 10/14/21
Date of Response: 10/28/21
Request No. Energy 1-7
Witness: John B. Boisvert

REQUEST: Re: First Quarterly Update Exhibit DLW-1 (8-13-31), Page 5 (2023 CapEx), Line 12 - Atkinson Booster Station - \$600,000: This project appears to have been deferred from 2022, per the Company's original filing, to now 2023, as indicated in the Company's most recent update. Please provide a detailed explanation for this apparent project deferral.

## RESPONSE:

The project was shifted to 2023 because of delays in the projected start of the Londonderry storage tank project associated with the Special Agreement with Pillsbury, LLC (DW 18-101 Order 26,473). Shifting the Atkinson Booster Station to 2023 balances expenditures/investments between 2022 and 2023, to minimize rate impacts in any one year. The station is aging and needs to be replaced, but at the same time can be deferred for one year given the importance of completing the Londonderry project.

Pennichuck East Utilities, Inc.<br>DW 21-022<br>2021 QCPAC - Qualified Capital Project Adjustment Charge<br>Responses to NH DOE Data Requests - Set 1

Date Request Received: 10/14/21
Request No. Energy 1-8

Date of Response: 10/28/21
Witness: John B. Boisvert

## REQUEST: Re: First Quarterly Update Exhibit DLW-1 (08-13-21), Pelham water main upgrades (2020, lines 18-22; 2022, lines 8-10; 2023, line 8):

Regarding these upgrades, please indicate:
a) The largest main diameter in the Williamsburg system prior to the improvements.
b) Why the project scope of Williamsburg Phase I was significantly expanded in 2020.
c) What percent of Williamsburg mains were or will have been replaced at completion of Phase I (2020) and Phase II (2023).
d) The largest main diameter in the Gage Hill system prior to the improvements.
e) What percent of Gage Hill mains will have been replaced at completion of that project (2022)?
f) Are the Williamsburg and Gage Hill systems interconnected, or connected to any other system? Please explain.

## RESPONSE:

a) The largest main had a 12 -inch diameter. The system has distribution storage (350,000 gallon Collins Way Tank) and is designed to support fire flows with a core of 12 inch diameter and 8 inch diameter water mains.
b) This area of the Williamsburg system was transferred to the Company with very limited accurate mapping of the water distribution system. Much of the water main is not in a public street (right of way) but installed along the back lots of private properties. Investigations prior to construction discovered system valves which were not functioning properly, and pipeline thought to be looped was left as dead end runs of mains. This explained why this section of the system was shut down by only one valve. Dead end pipes were closed in the project area and a buried 2 -inch pressure reducing valve was located during excavation. This valve was replaced with an accessible vault structure for proper maintenance and adjustment.
c) Approximately $4.5 \%$ of the Gage Hill mains were replaced in 2020. The next phase will be of similar scope and will likely need to be followed by a third phase in this area of the system
d) The largest main had a 2-inch diameter.
e) It is anticipated that $100 \%$ of the mains in Gage Hill will replaced, but this may occur in two to three "used and useful" phases over a two to three-year period pending budget considerations each year.
f) No. Each are independent systems with their own sources of supply. These systems are not connected to any other water system.

Pennichuck East Utilities, Inc.<br>DW 21-022<br>2021 QCPAC - Qualified Capital Project Adjustment Charge<br>Responses to NH DOE Data Requests - Set 1

Date Request Received: 10/14/21
Request No. Energy 1-9

Date of Response: 10/28/21
Witness: Donald L. Ware

## REQUEST: Re: First Quarterly Update Exhibit DLW-1 (08-13-21), Londonderry Core System/Mountain Homes Station Re-chloramination (evaluation/design 2020, line 25; construction 2022, line 13); W\&E System De-chloramination (2021, line 32):

a) Please describe generally how Pennichuck has handled chloraminated water purchased from Manchester Water Works or other entities in its various systems over the years, including whether Pennichuck systems downstream of the meter have typically been chlorinated or chloraminated.
b) When did re-chloramination become a concern for the Londonderry core system? Is the system currently chloraminated? Please explain.
c) Why is de-chloramination anticipated for the W\&E system? Why does the company believe de- chloramination will be successful? Has it had any experience with that process? Please explain.
d) Regarding the 2020 Londonderry Core System Evaluation, please explain the meaning of "Design costs incorporated into Station rebuild above" in the last column of line 25 .

## RESPONSE:

a) Pennichuck has typically not completed any change to the treated water it purchases from other water systems, such as Manchester Water Works. Until recently there has been no need to consider additional treatment as the purchased water met all the criteria of the SDWA and the water quality did not degrade within the Pennichuck systems so that there was never any potential of a violation of the SDWA. Rechloramination has become a consideration in the past 3-4 years. Pennichuck began to see mono-chloramine residuals diminish, and in some cases, be non-detectable in its consecutive systems in Londonderry and Derry, where the purchased water supplied into those systems is chloraminated water from Manchester Water Works. The lack of a mono-chloramine residual (which is problematic in total water quality meeting SDWA requirements) appears to have resulted in the regrowth of nitrifying bacteria, which in turn resulted in numerous coliform bacteria hits over the past number of years.
b) The water received by the Londonderry Core system is chloraminated water from Manchester Water Works. Over the past 3 to 4 years, as noted in a) above and c)
below, during the summer months when water is warmer, the level of monochloramines entering the Londonderry system has been very low and trended to no residual being present within the system. This in turn created ideal conditions for bacterial regrowth and denitrification. As noted above, this has resulted in numerous coliform bacteria hits and a request being issued to the Company from the NHDES, requesting a plan on how to eliminate the nitrifying bacteria.
c) The water that will be received via Salem and the Southern NH regional water main distribution system, is chloraminated water from Manchester Water Works. During the summer of 2020, the Town of Salem and the Hampstead Water Company experience problems with denitrification and nitrifying bacteria within their respective water systems. In anticipation of this problem, which is the result of little to no monochloramine residual, these systems installed re-chloramination facilities to boost the monochloramine within their systems and eliminate the condition (little or no monochloramine residual) that allowed the regrowth of nitrifying bacteria to occur. This became a concern in the past 3-4 years. Given its location along for interconnection into the regional water main, it is fully expected that the monochloramine residual at the entrance to the W\&E system will be very low to nonexistent during the summer and early fall, resulting in optimal conditions for bacterial regrowth.
d) The note was not correct. It was a carryover from another spreadsheet. There is a total of $\$ 12,000$ in outside engineering costs associated with the Londonderry Core System evaluation. This evaluation was performed by an outside engineer to address the NHDES concerns about the lack of chloramine residual in the Londonderry core system and the resultant nitrifying bacteria growth in the system. The initial recommendation was to boost incoming chloramine levels from Manchester Water Works with a re-chloramination facility. The facility would boost chloramine levels such that a chloramine residual was maintained throughout the Londonderry distribution system to minimize the opportunity for bacteria regrowth.

Pennichuck East Utilities, Inc.<br>DW 21-022<br>2021 QCPAC - Qualified Capital Project Adjustment Charge<br>Responses to NH DOE Data Requests - Set 1

Date of Response: 10/28/21
Request No. Energy 1-10
Witness: John B. Boisvert

## REQUEST: Re: First Quarterly Update Exhibit DLW-1 (08-13-21); Sunrise Station (Middleton) design (2020, line 24; 2021, line 17), re-build and arsenic treatment (2020, line

 8)a) Please indicate the current status of the Sunrise station design, including the type of arsenic treatment anticipated.
b) How does this treatment compare to the arsenic treatment at the Locke Lake Peacham Road facility?
c) How does it compare to supplemental arsenic treatment systems installed or anticipated in 2021 (line 23) in other PEU systems?

## RESPONSE:

a) The upgrade design of the Sunrise Estates station including pumps, storage, treatment, electrical, and mechanical systems is about $30 \%$ complete. Because of the relative size of the Sunrise Estates system and its location, an adsorptive filter media will be used.
b) The arsenic treatment planned for Sunrise Estates is adsorptive media where arsenic is removed by a beaded resin media that when fully utilized is changed out with new media. This process lends itself to and is very effective for small systems with lower water demand. The Locke Lake Peacham Road facility serves a larger customer base with higher demand flows. Peacham Road employs a process called coprecipitation. Peacham Road uses traditional iron and manganese filtration with a "permanent" media that is regenerated/refreshed by traditional backwash. Iron (iron oxide or rust) naturally adsorbs arsenic given the proper pH and a ratio of roughly 20-parts iron to 1-part arsenic. Ferric chloride is added to the raw water to achieve the $20: 1$ ratio prior to the filters. The filters remove the iron along with the arsenic that is attached to the iron.
c) Supplemental arsenic treatment for smaller systems will be adsorptive media like Sunrise Estates as opposed to Peacham Road.

## Pennichuck East Utilities, Inc. <br> DW 21-022

2021 QCPAC - Qualified Capital Project Adjustment Charge
Responses to NH DOE Data Requests - Set 1
Date Request Received: 10/14/21
Date of Response: 10/28/21
Request No. Energy 1-11
Witness: Donald L. Ware

## REQUEST: Re: First Quarterly Update Exhibit DLW-1 (08-13-21), High Lead Brass

## Meters:

At one-point replacement of all remaining high lead brass meters had been anticipated by year end 2021 (Staff 2-2 in DW 20-019). That effort now appears to be continuing annually through 2023. Please explain, including any regulatory time requirements involved.

## RESPONSE:

Due to COVID-19, the Company did not do inside home appointments between March 2020 and the present, unless there was an emergency that required entrance into a customer's home. The planned high lead brass meter replacement work that was planned for 2020 and 2021, is now scheduled for 2022 and 2023. The only regulatory requirement regarding high lead brass meters is that when a meter of this type is removed from a customer's home for any purpose (meter pull and test, failed meter, etc.), that meter must be disposed of and cannot be reused.

## ennichuck East Utilities, Inc. <br> DW 21-022 <br> Computation of QCPAC Surcharge 2/11/2021 <br> Revised 6/2/2021 per Staff Tech Session DR1. <br> Revised $6 / 2 / 2021$ p 6/30/2021 Update <br> Revised 10/28/2021 for DOE DR1



Notes:
(1) Operating Expense Revenue requirement is the sum of the Total Operating Expenses, Property Tax Expense and Amortization Expense being sought in DW20-156.
(2) Material operating expense factor requested in DW $20-156$
) Annual Principal and interest payments for PEU debt associated wid service being sought in DW20-156 less Georgetown proiect in Lock Lake.
QCPAC
(7) Portion of Annual Principal and interest payments paid to CoBank for debt associaited with
(8) QCPAC percent revenue surcharges based on increase in revenues over the revenues sequested in DW20-156.

C .

(11) QCPAC operating expense proforma associaited with property taxes is reduced by \&

Impact on PEU Single Family Residential Home:

$$
\begin{array}{ll}
\text { ntal Home: } & 22.56 \\
\text { Monthly meter charge requested in DW20-156. } \$ & 6.50 \\
\text { Average Single Family Consumption CCF } & \\
\text { Consumption Charge requested in DW20-156. } \$ & 9.50 \text { per CCF }
\end{array}
$$

Average Single Family monthly bill with rates requested in DW20-156
84.31





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| $\square$ Procecal Name/Dectipion | Proiect Descripion | Work oratert |  |  | ${ }_{\text {Finaming Docket }}^{\text {No. }}$ | $\begin{aligned} & \text { NHPUC Order } \\ & \text { No. } \end{aligned}$ | Date of NHPUC Order |  | $\begin{array}{\|c} \text { Eligible for } 2022 \\ \text { QCPAC } \\ \text { Surcharge } \\ \hline \end{array}$ | Eitible for | Communiy | Taxale | (1) | $\begin{gathered} \text { QCPAC Eligible } \\ \text { Property Tax } \\ \text { Expense } \end{gathered}$ | meme/Adid |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Penam Main Replacement | Moniciolo Lane Arap Phase |  | s | 700000 70000 |  |  |  | Cobank | Yes | 70,000 | Polam | $\mathrm{Y}_{6}$ | 2.48 | 1,4,42 |  |
| Wellesie O Dive water min repelceement |  |  | s | $\xrightarrow{70,000}$ |  |  | , | ${ }_{\substack{\text { Cobank } \\ \text { Comak }}}$ | $\frac{Y_{\text {cose }}}{Y_{\text {cose }}}$ |  |  |  | ${ }_{2}^{24.856}$ | s ${ }^{\text {s }}$ |  |
| Vester |  |  | s | 70,000 | ${ }_{\text {Cobank }}$ |  |  | ${ }_{\text {cosmak }}$ |  | s |  | $\frac{Y_{\text {cose }}}{\mathrm{Y}_{6}}$ | ${ }_{2}^{24.856}$ | s |  |
| Alkision Boster Staion | Replace and Upgrade Station tor As tramment and firef fow. |  | s | 600,000 | Cobmak |  | nge filige | Cobank | ${ }^{\text {rese }}$ | 60.00 | Atitison | ${ }_{\text {rcse }}$ | 2284 | ${ }^{13,74}$ |  |
| Locke lake | Ciriele $E$ Emmesson Repelace 21000 feeto 2 2 inen $P$ P. |  | s | $\xrightarrow{250,000} 1$ |  |  |  |  | $\frac{Y_{\text {cos }}}{\gamma_{\text {cose }}}$ | $\frac{250,00^{2}}{\text { manom }}$ | Banatad | $\frac{Y_{\text {cos }}}{\gamma_{\text {cosem }}}$ | $\xrightarrow{278.85}$ | ${ }_{6}^{6,960}$ |  |
| Booser |  |  | ${ }^{\text {s }}$ | 40.000 | ${ }_{\text {Cobmank }}$ |  | 为 | ${ }_{\text {coil }}^{\text {comak }}$ | $\frac{10}{\mathrm{Vam}_{0}}$ | (10,000 |  | \% | ${ }_{2723}^{2723}$ | ${ }_{\text {2, }}^{\text {2, } 23}$ |  |
| Whell umprepaceenenis | Well Puprepeataements |  | s | $\xrightarrow{40.000} 10$ |  |  | , ing fing | ${ }_{\text {comak }}$ |  | 40 | Vatas | $\frac{Y_{c}}{\gamma_{c o}}$ | 2723, | , |  |
|  |  |  | s | 25,000 | $\mathrm{Cobamk}^{\text {a }}$ |  | ing fing | ${ }_{\text {cosmak }}$ | $\mathrm{Y}_{\mathrm{scs}}$ | 250000 | Varios | $\mathrm{Y}_{\mathrm{cs}}$ |  |  |  |
|  | Miscolineous strectura Impovenenis |  | s | $\xrightarrow{20.000}$ |  |  |  |  |  | $\xrightarrow{\text { 20,000 }}$ |  |  | 2723, | ${ }^{5}$ |  |
| Miscellaneus SCADADEEEtrical | Miscellanou S SCADAEEEatrical |  | s | 30,000 | Cobank |  | iing fing | Cobak | ${ }_{\text {res }}$ | 30,000 | Various | Yos | 2723 | ${ }_{87}$ |  |
| Welrenabilution | Wein Renailition Singe famil, Ower Build, New Homes |  | 5 | ${ }_{\text {26,0,000 }}^{60}$ | ${ }_{\text {Commk }}$ |  |  | ${ }_{\text {cosmak }}^{\text {comb }}$ | $\frac{Y_{\text {cse }}}{\mathrm{Yes}_{\text {cose }}}$ | ${ }^{60,5000000}$ |  |  | 年 2723 | ${ }_{\text {L }}^{1.64}$ |  |
| Renened Sesices | Repacaementof falied sevices flous on Locke Late Sss |  | s | 110,000 |  |  | ling fing | Cobank | $\mathrm{Y}_{6}$ | 11,000 | $v$ | $\mathrm{Y}_{\text {cos }}$ | 2273 | 2.295 |  |
| Hytans (5) |  |  | s | 30,000 <br> 32000 |  |  |  | ${ }_{\text {Cobank }}$ | $\frac{y_{\text {cse }}}{Y_{\text {cose }}}$ | Stano | ${ }_{\text {Vataios }}$ | $\frac{Y_{0}}{r_{\text {cosem }}}$ | ${ }_{2723}^{2723}$ | ${ }_{8}^{817}$ |  |
| Radios 3000 |  |  | 5 | ${ }^{31,500}$ | Cobank |  | ing fing | Cobmar | Yos |  | Vatatos | $\mathrm{Yos}^{\text {cos}}$ | 2723 | ${ }^{5} \quad 88$ |  |
|  | meeess for rew customers 2 220) |  | s | 30,000 | ${ }_{\text {Cobmank }}$ |  | digh fing | Cobmak | ${ }_{\text {Yese }}$ | 3,0,000 | Varios | $\mathrm{Ycs}^{\text {rem}}$ | 2 |  |  |
| $\begin{array}{\|l\|} \hline 2022 \text { Radios (1000) } \end{array}$ |  |  | s | $\xrightarrow{40,000}$ | ${ }_{\text {Comank }}^{\text {Comame }}$ |  |  | ${ }_{\text {Cosmak }}$ | ${ }_{\text {Yeseme }}$ | 40,00 |  |  | ${ }_{2}^{2723}$ |  |  |
| Inteston Cobank falloc | Short iem ineerstiom 81/12023-73112 |  |  |  | Cobank |  | dighting | Cobank | ${ }_{\text {Yes }}$ | 30,000 |  |  |  |  |  |





REDACTED
2021 PEU QCPAC -
Attachment 1-1b)-1 DOE DR Set 1 Page 1 Of 5
$\square$


REDACTED
2021 PEU QCPAC

$\square$
(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Promissory Note and Supplement to be executed by their duly authorized officers as of the date shown above.

## CoBANK, ACB

By:
Name:


PENNICHUCK EAST UTILITY, INC.
By:
Name: $\qquad$
Title: $\qquad$

IN WITNESS WHEREOF, the parties have caused this Promissory Note and Supplement to be executed by their duly authorized officers as of the date shown above.

CoBANK, ACB
By:
Name: $\qquad$
Title: $\qquad$

PENNICHUCK EAST UTILITY, INC.
By:


Name: Larry D. Goodhue
Title: Chief Executive Officer

Pennichuck East Utility Inc.
DW 21-022 2021 QCPAC
Attachment DOE DR 1-1b)
10/28/2028

## Customer Name: PENNICHUCK EAST UTILITY INC

Loan Type: LTF
Rate: 4.18\%
Facility/Loan Maturity Date: 10/20/2046

Interest calculations are for estimating purposes only

|  | Remaining Principal | Principal |  |
| :---: | :---: | :---: | :---: |
| Due Date | Balance | Payment | Interest Payment |


| $10 / 20 / 21$ | $1,135,409.00$ | 0.00 | 263.67 |
| ---: | ---: | ---: | ---: |
| $11 / 22 / 21$ | $1,133,350.75$ | $2,058.25$ | $4,086.84$ |
| $12 / 20 / 21$ | $1,131,153.50$ | $2,197.25$ | $3,952.86$ |
| $01 / 20 / 22$ | $1,129,079.93$ | $2,073.57$ | $4,076.37$ |
| $02 / 22 / 22$ | $1,126,998.90$ | $2,081.03$ | $4,068.63$ |
| $03 / 21 / 22$ | $1,124,517.81$ | $2,481.09$ | $3,669.08$ |
| $04 / 20 / 2$ | $1,122,420.3$ | 2,097 |  |


| $04 / 20 / 22$ | $1,122,420.36$ | $2,097.45$ | $4,053.40$ |
| ---: | ---: | ---: | ---: |
| $05 / 20 / 22$ | $1,120,185.04$ | $2,235.32$ | $3,914.39$ |


| $06 / 20 / 22$ | $1,118,071.99$ | $2,113.05$ | $4,036.97$ |
| ---: | ---: | ---: | ---: |
| $07 / 20 / 22$ | $1,115,821.52$ | $2,250.47$ | $3,899.28$ |
| $08 / 22 / 22$ | $1,113,692.77$ | $2,128.75$ | $4,021.30$ |


| $09 / 20 / 22$ | $1,111,556.35$ | $2,136.42$ | $4,013.87$ |
| ---: | ---: | ---: | ---: |
| $10 / 20 / 22$ | $1,109,283.18$ | $2,273.17$ | $3,876.63$ |
| $11 / 21 / 22$ | $1,107,130.90$ | $2,152.28$ | $3,997.82$ |
| $12 / 20 / 22$ | $1,104,842.31$ | $2,288.59$ | $3,861.51$ |
| $01 / 20 / 23$ | $1,102,674.04$ | $2,168.27$ | $3,981.86$ |
| $02 / 20 / 23$ | $1,100,497.96$ | $2,176.08$ | $3,973.80$ |
| $03 / 20 / 23$ | $1,097,930.72$ | $2,567.24$ | $3,582.64$ |
| $04 / 20 / 23$ | $1,095,737.57$ | $2,193.15$ | $3,957.61$ |
| $05 / 22 / 23$ | $1,093,409.29$ | $2,328.28$ | $3,821.66$ |
| $06 / 20 / 23$ | $1,091,199.87$ | $2,209.42$ | $3,941.34$ |
| $07 / 20 / 23$ | $1,088,855.79$ | $2,344.08$ | $3,805.89$ |
| $08 / 21 / 23$ | $1,086,629.98$ | $2,225.81$ | $3,924.44$ |
| $09 / 20 / 23$ | $1,084,396.15$ | $2,233.83$ | $3,916.44$ |
| $10 / 20 / 23$ | $1,082,028.38$ | $2,367.77$ | $3,782.24$ |
| $11 / 20 / 23$ | $1,079,777.99$ | $2,250.39$ | $3,899.92$ |
| $12 / 20 / 23$ | $1,077,394.12$ | $2,383.87$ | $3,766.19$ |
| $01 / 22 / 24$ | $1,075,127.06$ | $2,267.06$ | $3,883.28$ |
| $02 / 20 / 24$ | $1,072,851.83$ | $2,275.23$ | $3,875.39$ |
| $03 / 20 / 24$ | $1,070,319.27$ | $2,532.56$ | $3,617.55$ |
| $04 / 22 / 24$ | $1,068,026.73$ | $2,292.54$ | $3,858.14$ |
| $05 / 20 / 24$ | $1,065,601.93$ | $2,424.80$ | $3,725.89$ |
| $06 / 20 / 24$ | $1,063,292.42$ | $2,309.51$ | $3,840.92$ |
| $07 / 22 / 24$ | $1,060,851.13$ | $2,441.29$ | $3,708.90$ |
| $08 / 20 / 24$ | $1,058,524.52$ | $2,326.61$ | $3,824.42$ |
| $09 / 20 / 24$ | $1,056,189.53$ | $2,334.99$ | $3,815.24$ |
| $10 / 21 / 24$ | $1,053,723.50$ | $2,466.03$ | $3,684.21$ |
| $11 / 20 / 24$ | $1,051,371.22$ | $2,352.28$ | $3,798.54$ |
| $12 / 20 / 24$ | $1,048,888.41$ | $2,482.81$ | $3,667.47$ |
| $01 / 20 / 25$ | $1,046,518.74$ | $2,369.67$ | $3,780.89$ |
|  |  |  |  |
|  |  |  | 2 |


| 02/20/25 | 1,044,140.53 | 2,378.21 | 3,772.12 |
| :---: | :---: | :---: | :---: |
| 03/20/25 | 1,041,390.06 | 2,750.47 | 3,399.86 |
| 04/21/25 | 1,038,993.40 | 2,396.66 | 3,754.49 |
| 05/20/25 | 1,036,467.47 | 2,525.93 | 3,624.73 |
| 06/20/25 | 1,034,053.08 | 2,414.39 | 3,736.28 |
| 07/21/25 | 1,031,509.94 | 2,543.14 | 3,607.28 |
| 08/20/25 | 1,029,077.72 | 2,432.22 | 3,718.77 |
| 09/22/25 | 1,026,636.74 | 2,440.98 | 3,709.47 |
| 10/20/25 | 1,024,067.76 | 2,568.98 | 3,582.07 |
| 11/20/25 | 1,021,608.75 | 2,459.01 | 3,691.74 |
| 12/22/25 | 1,019,022.26 | 2,586.49 | 3,564.03 |
| 01/20/26 | 1,016,545.09 | 2,477.17 | 3,674.22 |
| 02/20/26 | 1,014,058.99 | 2,486.10 | 3,664.46 |
| 03/20/26 | 1,011,210.72 | 2,848.27 | 3,302.31 |
| 04/20/26 | 1,008,705.43 | 2,505.29 | 3,646.08 |
| 05/20/26 | 1,006,074.00 | 2,631.43 | 3,519.18 |
| 06/22/26 | 1,003,550.21 | 2,523.79 | 3,627.11 |
| 07/20/26 | 1,000,900.82 | 2,649.39 | 3,501.86 |
| 08/20/26 | 998,358.42 | 2,542.40 | 3,608.53 |
| 09/21/26 | 995,806.87 | 2,551.55 | 3,599.14 |
| 10/20/26 | 993,130.50 | 2,676.37 | 3,474.66 |
| 11/20/26 | 990,560.13 | 2,570.37 | 3,580.62 |
| 12/21/26 | 987,865.49 | 2,694.64 | 3,456.12 |
| 01/20/27 | 985,276.17 | 2,589.32 | 3,562.03 |
| 02/22/27 | 982,677.53 | 2,598.64 | 3,552.15 |
| 03/22/27 | 979,727.23 | 2,950.30 | 3,201.13 |
| 04/20/27 | 977,108.61 | 2,618.62 | 3,533.67 |
| 05/20/27 | 974,367.12 | 2,741.49 | 3,409.37 |
| 06/21/27 | 971,729.21 | 2,637.91 | 3,513.23 |
| 07/20/27 | 968,968.98 | 2,760.23 | 3,390.98 |
| 08/20/27 | 966,311.64 | 2,657.34 | 3,493.84 |
| 09/20/27 | 963,644.73 | 2,666.91 | 3,484.05 |
| 10/20/27 | 960,856.34 | 2,788.39 | 3,362.58 |
| 11/22/27 | 958,169.80 | 2,686.54 | 3,464.70 |
| 12/20/27 | 955,362.33 | 2,807.47 | 3,344.18 |
| 01/20/28 | 952,656.01 | 2,706.32 | 3,444.96 |
| 02/21/28 | 949,939.96 | 2,716.05 | 3,435.01 |
| 03/20/28 | 946,993.53 | 2,946.43 | 3,204.96 |
| 04/20/28 | 944,257.09 | 2,736.44 | 3,415.15 |
| 05/22/28 | 941,401.16 | 2,855.93 | 3,295.20 |
| 06/20/28 | 938,644.59 | 2,756.57 | 3,395.49 |
| 07/20/28 | 935,769.11 | 2,875.48 | 3,275.69 |
| 08/21/28 | 932,992.27 | 2,776.84 | 3,374.59 |
| 09/20/28 | 930,205.43 | 2,786.84 | 3,364.71 |
| 10/20/28 | 927,300.56 | 2,904.87 | 3,246.36 |
| 11/20/28 | 924,493.24 | 2,807.32 | 3,344.18 |
| 12/20/28 | 921,568.46 | 2,924.78 | 3,226.51 |
| 01/22/29 | 918,740.51 | 2,827.95 | 3,323.58 |
| 02/20/29 | 915,902.37 | 2,838.14 | 3,313.85 |


| 03/20/29 | 912,734.99 | 3,167.38 | 2,983.97 |
| :---: | :---: | :---: | :---: |
| 04/20/29 | 909,875.23 | 2,859.76 | 3,292.32 |
| 05/21/29 | 906,899.54 | 2,975.69 | 3,175.71 |
| 06/20/29 | 904,018.79 | 2,880.75 | 3,271.24 |
| 07/20/29 | 901,022.70 | 2,996.09 | 3,155.36 |
| 08/20/29 | 898,120.79 | 2,901.91 | 3,249.79 |
| 09/20/29 | 895,208.43 | 2,912.36 | 3,239.14 |
| 10/22/29 | 892,181.65 | 3,026.78 | 3,124.73 |
| 11/20/29 | 889,247.92 | 2,933.73 | 3,218.74 |
| 12/20/29 | 886,200.38 | 3,047.54 | 3,104.02 |
| 01/21/30 | 883,245.12 | 2,955.26 | 3,196.55 |
| 02/20/30 | 880,279.22 | 2,965.90 | 3,186.06 |
| 03/20/30 | 876,996.01 | 3,283.21 | 2,868.42 |
| 04/22/30 | 874,007.62 | 2,988.39 | 3,163.95 |
| 05/20/30 | 870,906.99 | 3,100.63 | 3,051.74 |
| 06/20/30 | 867,896.68 | 3,010.31 | 3,141.62 |
| 07/22/30 | 864,774.77 | 3,121.91 | 3,029.82 |
| 08/20/30 | 861,742.39 | 3,032.38 | 3,120.32 |
| 09/20/30 | 858,699.09 | 3,043.30 | 3,108.48 |
| 10/21/30 | 855,545.13 | 3,153.96 | 2,997.85 |
| 11/20/30 | 852,479.53 | 3,065.60 | 3,086.81 |
| 12/20/30 | 849,303.91 | 3,175.62 | 2,976.24 |
| 01/20/31 | 846,215.84 | 3,088.07 | 3,064.03 |
| 02/20/31 | 843,116.66 | 3,099.18 | 3,052.72 |
| 03/20/31 | 839,712.64 | 3,404.02 | 2,747.90 |
| 04/21/31 | 836,590.05 | 3,122.59 | 3,030.01 |
| 05/20/31 | 833,359.08 | 3,230.97 | 2,921.37 |
| 06/20/31 | 830,213.62 | 3,145.46 | 3,006.76 |
| 07/21/31 | 826,960.44 | 3,253.18 | 2,898.85 |
| 08/20/31 | 823,791.95 | 3,168.49 | 2,984.15 |
| 09/22/31 | 820,612.05 | 3,179.90 | 2,972.18 |
| 10/20/31 | 817,325.43 | 3,286.62 | 2,866.22 |
| 11/20/31 | 814,122.25 | 3,203.18 | 2,949.17 |
| 12/22/31 | 810,813.02 | 3,309.23 | 2,842.93 |
| 01/20/32 | 807,586.41 | 3,226.61 | 2,926.54 |
| 02/20/32 | 804,348.18 | 3,238.23 | 2,913.98 |
| 03/22/32 | 800,911.51 | 3,436.67 | 2,715.57 |
| 04/20/32 | 797,649.26 | 3,262.25 | 2,891.21 |
| 05/20/32 | 794,282.65 | 3,366.61 | 2,785.68 |
| 06/21/32 | 790,996.53 | 3,286.12 | 2,866.40 |
| 07/20/32 | 787,606.75 | 3,389.78 | 2,762.94 |
| 08/20/32 | 784,296.60 | 3,310.15 | 2,842.42 |
| 09/20/32 | 780,974.54 | 3,322.06 | 2,830.34 |
| 10/20/32 | 777,549.85 | 3,424.69 | 2,727.72 |
| 11/22/32 | 774,203.51 | 3,346.34 | 2,806.30 |
| 12/20/32 | 770,755.23 | 3,448.28 | 2,704.97 |
| 01/20/33 | 767,384.43 | 3,370.80 | 2,781.90 |
| 02/21/33 | 764,001.49 | 3,382.94 | 2,769.59 |
| 03/21/33 | 760,340.26 | 3,661.23 | 2,491.71 |


| 04/20/33 | 756,931.97 | 3,408.29 | 2,745.31 |
| :---: | :---: | :---: | :---: |
| 05/20/33 | 753,423.53 | 3,508.44 | 2,644.16 |
| 06/20/33 | 749,990.34 | 3,433.19 | 2,719.65 |
| 07/20/33 | 746,457.72 | 3,532.62 | 2,620.04 |
| 08/22/33 | 742,999.46 | 3,458.26 | 2,694.63 |
| 09/20/33 | 739,528.76 | 3,470.70 | 2,682.81 |
| 10/20/33 | 735,959.69 | 3,569.07 | 2,583.68 |
| 11/21/33 | 732,463.65 | 3,496.04 | 2,656.92 |
| 12/20/33 | 728,869.97 | 3,593.68 | 2,559.54 |
| 01/20/34 | 725,348.41 | 3,521.56 | 2,631.45 |
| 02/20/34 | 721,814.17 | 3,534.24 | 2,618.62 |
| 03/20/34 | 718,015.78 | 3,798.39 | 2,354.50 |
| 04/20/34 | 714,455.15 | 3,560.63 | 2,592.84 |
| 05/22/34 | 710,798.74 | 3,656.41 | 2,496.54 |
| 06/20/34 | 707,212.13 | 3,586.61 | 2,567.39 |
| 07/20/34 | 703,530.50 | 3,681.63 | 2,471.37 |
| 08/21/34 | 699,917.73 | 3,612.77 | 2,540.44 |
| 09/20/34 | 696,291.95 | 3,625.78 | 2,527.71 |
| 10/20/34 | 692,572.28 | 3,719.67 | 2,433.41 |
| 11/20/34 | 688,920.07 | 3,652.21 | 2,501.08 |
| 12/20/34 | 685,174.71 | 3,745.36 | 2,407.80 |
| 01/22/35 | 681,495.87 | 3,678.84 | 2,474.51 |
| 02/20/35 | 677,803.79 | 3,692.08 | 2,461.98 |
| 03/20/35 | 673,862.31 | 3,941.48 | 2,211.76 |
| 04/20/35 | 670,142.75 | 3,719.56 | 2,434.22 |
| 05/21/35 | 666,331.99 | 3,810.76 | 2,342.54 |
| 06/20/35 | 662,585.33 | 3,746.66 | 2,407.27 |
| 07/20/35 | 658,748.25 | 3,837.08 | 2,316.27 |
| 08/20/35 | 654,974.28 | 3,773.97 | 2,379.60 |
| 09/20/35 | 651,186.74 | 3,787.54 | 2,365.87 |
| 10/22/35 | 647,309.95 | 3,876.79 | 2,276.65 |
| 11/20/35 | 643,494.81 | 3,815.14 | 2,339.41 |
| 12/20/35 | 639,591.23 | 3,903.58 | 2,249.93 |
| 01/21/36 | 635,748.31 | 3,842.92 | 2,310.78 |
| 02/20/36 | 631,891.56 | 3,856.75 | 2,297.27 |
| 03/20/36 | 627,874.19 | 4,017.37 | 2,136.22 |
| 04/21/36 | 623,989.10 | 3,885.09 | 2,268.86 |
| 05/20/36 | 620,017.57 | 3,971.53 | 2,182.59 |
| 06/20/36 | 616,104.20 | 3,913.37 | 2,240.48 |
| 07/21/36 | 612,105.21 | 3,998.99 | 2,154.73 |
| 08/20/36 | 608,163.36 | 3,941.85 | 2,212.52 |
| 09/22/36 | 604,207.32 | 3,956.04 | 2,197.75 |
| 10/20/36 | 600,166.88 | 4,040.44 | 2,114.30 |
| 11/20/36 | 596,182.06 | 3,984.82 | 2,169.18 |
| 12/22/36 | 592,113.67 | 4,068.39 | 2,085.49 |
| 01/20/37 | 588,099.86 | 4,013.81 | 2,141.20 |
| 02/20/37 | 584,071.60 | 4,028.26 | 2,125.69 |
| 03/20/37 | 579,825.40 | 4,246.20 | 1,907.77 |
| 04/20/37 | 575,767.36 | 4,058.04 | 2,096.42 |


| 05/20/37 | 571,627.86 | 4,139.50 | 2,014.54 |
| :---: | :---: | :---: | :---: |
| 06/22/37 | 567,540.31 | 4,087.55 | 2,066.67 |
| 07/20/37 | 563,372.15 | 4,168.16 | 1,986.90 |
| 08/20/37 | 559,254.89 | 4,117.26 | 2,037.03 |
| 09/21/37 | 555,122.80 | 4,132.09 | 2,022.09 |
| 10/20/37 | 550,911.39 | 4,211.41 | 1,943.27 |
| 11/20/37 | 546,749.28 | 4,162.11 | 1,992.26 |
| 12/21/37 | 542,508.70 | 4,240.58 | 1,913.70 |
| 01/20/38 | 538,316.34 | 4,192.36 | 1,962.57 |
| 02/22/38 | 534,108.89 | 4,207.45 | 1,946.89 |
| 03/22/38 | 529,700.24 | 4,408.65 | 1,746.71 |
| 04/20/38 | 525,461.78 | 4,238.46 | 1,917.38 |
| 05/20/38 | 521,147.05 | 4,314.73 | 1,839.70 |
| 06/21/38 | 516,877.80 | 4,269.25 | 1,885.36 |
| 07/20/38 | 512,533.17 | 4,344.63 | 1,810.38 |
| 08/20/38 | 508,232.91 | 4,300.26 | 1,854.41 |
| 09/20/38 | 503,917.18 | 4,315.73 | 1,838.85 |
| 10/20/38 | 499,527.40 | 4,389.78 | 1,764.83 |
| 11/22/38 | 495,180.33 | 4,347.07 | 1,807.71 |
| 12/20/38 | 490,760.12 | 4,420.21 | 1,735.47 |
| 01/20/39 | 486,381.49 | 4,378.63 | 1,776.22 |
| 02/21/39 | 481,987.10 | 4,394.39 | 1,760.36 |
| 03/21/39 | 477,409.01 | 4,578.09 | 1,577.20 |
| 04/20/39 | 472,982.33 | 4,426.68 | 1,729.04 |
| 05/20/39 | 468,484.79 | 4,497.54 | 1,657.32 |
| 06/20/39 | 464,025.99 | 4,458.80 | 1,696.21 |
| 07/20/39 | 459,497.25 | 4,528.74 | 1,626.19 |
| 08/22/39 | 455,006.10 | 4,491.15 | 1,663.93 |
| 09/20/39 | 450,498.78 | 4,507.32 | 1,648.72 |
| 10/20/39 | 445,922.92 | 4,575.86 | 1,579.18 |
| 11/21/39 | 441,382.91 | 4,540.01 | 1,615.17 |
| 12/20/39 | 436,775.30 | 4,607.61 | 1,548.02 |
| 01/20/40 | 432,202.36 | 4,572.94 | 1,582.32 |
| 02/20/40 | 427,612.96 | 4,589.40 | 1,565.77 |
| 03/20/40 | 422,907.74 | 4,705.22 | 1,450.00 |
| 04/20/40 | 418,284.88 | 4,622.86 | 1,532.61 |
| 05/21/40 | 413,596.82 | 4,688.06 | 1,467.22 |
| 06/20/40 | 408,940.44 | 4,656.38 | 1,499.61 |
| 07/20/40 | 404,219.83 | 4,720.61 | 1,434.75 |
| 08/20/40 | 399,529.71 | 4,690.12 | 1,465.38 |
| 09/20/40 | 394,822.70 | 4,707.01 | 1,448.43 |
| 10/22/40 | 390,052.91 | 4,769.79 | 1,385.68 |
| 11/20/40 | 385,311.80 | 4,741.11 | 1,415.61 |
| 12/20/40 | 380,508.87 | 4,802.93 | 1,352.63 |
| 01/21/41 | 375,733.41 | 4,775.46 | 1,380.21 |
| 02/20/41 | 370,940.75 | 4,792.66 | 1,363.52 |
| 03/20/41 | 366,001.63 | 4,939.12 | 1,216.55 |
| 04/22/41 | 361,173.94 | 4,827.69 | 1,328.30 |
| 05/20/41 | 356,286.94 | 4,887.00 | 1,269.86 |


| 06/20/41 | 351,424.28 | 4,862.66 | 1,293.21 |
| :---: | :---: | :---: | :---: |
| 07/22/41 | 346,503.32 | 4,920.96 | 1,234.86 |
| 08/20/41 | 341,605.45 | 4,897.87 | 1,259.22 |
| 09/20/41 | 336,689.95 | 4,915.50 | 1,240.39 |
| 10/21/41 | 331,717.66 | 4,972.29 | 1,183.65 |
| 11/20/41 | 326,766.57 | 4,951.09 | 1,205.55 |
| 12/20/41 | 321,759.72 | 5,006.85 | 1,149.15 |
| 01/20/42 | 316,772.79 | 4,986.93 | 1,169.21 |
| 02/20/42 | 311,767.90 | 5,004.89 | 1,151.20 |
| 03/20/42 | 306,636.40 | 5,131.50 | 1,024.64 |
| 04/21/42 | 301,595.03 | 5,041.37 | 1,115.04 |
| 05/20/42 | 296,500.50 | 5,094.53 | 1,062.26 |
| 06/20/42 | 291,422.65 | 5,077.85 | 1,078.48 |
| 07/21/42 | 286,292.68 | 5,129.97 | 1,026.32 |
| 08/20/42 | 281,178.08 | 5,114.60 | 1,042.41 |
| 09/22/42 | 276,045.08 | 5,133.00 | 1,023.37 |
| 10/20/42 | 270,861.55 | 5,183.53 | 974.07 |
| 11/20/42 | 265,691.41 | 5,170.14 | 986.39 |
| 12/22/42 | 260,471.81 | 5,219.60 | 936.90 |
| 01/20/43 | 255,264.27 | 5,207.54 | 950.28 |
| 02/20/43 | 250,037.99 | 5,226.28 | 930.30 |
| 03/20/43 | 244,705.80 | 5,332.19 | 824.43 |
| 04/20/43 | 239,441.52 | 5,264.28 | 892.56 |
| 05/20/43 | 234,130.48 | 5,311.04 | 845.67 |
| 06/22/43 | 228,828.13 | 5,302.35 | 854.46 |
| 07/20/43 | 223,480.13 | 5,348.00 | 810.01 |
| 08/20/43 | 218,139.44 | 5,340.69 | 816.21 |
| 09/21/43 | 212,779.53 | 5,359.91 | 796.96 |
| 10/20/43 | 207,375.63 | 5,403.90 | 753.63 |
| 11/20/43 | 201,976.97 | 5,398.66 | 758.36 |
| 12/21/43 | 196,535.44 | 5,441.53 | 715.46 |
| 01/20/44 | 191,097.76 | 5,437.68 | 720.05 |
| 02/22/44 | 185,640.52 | 5,457.24 | 699.85 |
| 03/21/44 | 180,120.52 | 5,520.00 | 638.40 |
| 04/20/44 | 174,623.77 | 5,496.75 | 661.15 |
| 05/20/44 | 169,086.95 | 5,536.82 | 620.40 |
| 06/20/44 | 163,550.48 | 5,536.47 | 620.83 |
| 07/20/44 | 157,975.09 | 5,575.39 | 581.92 |
| 08/22/44 | 152,398.62 | 5,576.47 | 580.92 |
| 09/20/44 | 146,802.08 | 5,596.54 | 562.15 |
| 10/20/44 | 141,168.35 | 5,633.73 | 523.70 |
| 11/21/44 | 135,531.39 | 5,636.96 | 520.56 |
| 12/20/44 | 129,858.40 | 5,672.99 | 485.19 |
| 01/20/45 | 124,180.73 | 5,677.67 | 479.93 |
| 02/20/45 | 118,482.62 | 5,698.11 | 459.51 |
| 03/20/45 | 112,722.73 | 5,759.89 | 397.77 |
| 04/20/45 | 106,983.38 | 5,739.35 | 418.45 |
| 05/22/45 | 101,210.95 | 5,772.43 | 385.32 |
| 06/20/45 | 95,430.16 | 5,780.79 | 378.38 |


| $07 / 20 / 45$ | $89,617.49$ | $5,812.67$ | 345.16 |
| ---: | ---: | ---: | ---: |
| $08 / 21 / 45$ | $83,794.97$ | $5,822.52$ | 335.40 |
| $09 / 20 / 45$ | $77,951.50$ | $5,843.47$ | 315.14 |
| $10 / 20 / 45$ | $72,077.94$ | $5,873.56$ | 284.42 |
| $11 / 20 / 45$ | $66,192.29$ | $5,885.65$ | 272.40 |
| $12 / 20 / 45$ | $60,277.77$ | $5,914.52$ | 243.55 |
| $01 / 22 / 46$ | $54,349.64$ | $5,928.13$ | 230.02 |
| $02 / 20 / 46$ | $48,400.18$ | $5,949.46$ | 210.08 |
| $03 / 20 / 46$ | $42,412.45$ | $5,987.73$ | 170.48 |
| $04 / 20 / 46$ | $36,420.02$ | $5,992.43$ | 165.87 |
| $05 / 21 / 46$ | $30,401.79$ | $6,018.23$ | 140.08 |
| $06 / 20 / 46$ | $24,366.13$ | $6,035.66$ | 123.41 |
| $07 / 20 / 46$ | $18,305.92$ | $6,060.21$ | 98.19 |
| $08 / 20 / 46$ | $12,226.72$ | $6,079.20$ | 79.26 |
| $09 / 20 / 46$ | $6,125.64$ | $6,101.08$ | 57.42 |
| $10 / 20 / 46$ | $6,125.64$ | 0.00 | 28.00 |

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|  |  |  |  |  |  |  |  |  |  |  | $\begin{gathered} \text { PWW \& PEU } \\ \text { Gallons } \\ \text { Total } \end{gathered}$ | nnt |
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| Janaiay |  | ${ }^{69}$ |  | 17,832 |  |  |  | 1.088 | 3.945 |  | $20.52,2.26$ |  |
|  | $\begin{gathered} 29 \\ 301 \\ \end{gathered}$ | ${ }_{719}^{6128}$ |  | ${ }^{14,467}$ | ${ }_{\substack{686 \\ 768}}^{680}$ | 170 | 12,3,45 |  |  |  |  |  |
| 隹 |  |  |  |  | , | $\underset{\substack{197 \\ 202}}{19}$ |  |  |  | 戓 |  |  |
| cily |  |  |  | cosk | , | $\underset{\substack{200 \\ 200}}{230}$ | cosk |  |  | ciel |  |  |
|  | 1 |  |  |  | , |  |  |  |  | ${ }^{9,487}$ |  |  |
|  |  | ${ }_{56} 5$ | ${ }_{\substack{\text { 2,03 }}}^{\text {2,093 }}$ | ${ }_{\text {a }}^{10,7400}$ | ${ }_{79}$ | 12a |  | ${ }_{\text {l }}^{1,42}$ | ${ }_{\substack{\text { c. } \\ \text { 3,50 }}}^{\text {a }}$ | ${ }_{4}$ |  |  |
|  |  | 8.710 | 3,974 | 225590 | ${ }_{13,20}$ | 2,151 | 229.0 | 32000 | 107,324 | $13,3.24$ | 320,876,355 |  |


| Cust \#95563 Loc \#69604 Harvey Rd. |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\substack{2689 \\ 260}}^{\substack{\text { 20, }}}$ |  |  | \%99 | ${ }_{\substack{273 \\ 1815}}$ | ${ }^{1.089}$ |  | ${ }_{\substack{21,388 \\ 1,27}}$ | ${ }_{\text {c9 }}^{179}$ |  |
|  |  |  |  | $\begin{aligned} & 1610 \\ & 170 \\ & 170 \end{aligned}$ |  | $\begin{aligned} & 3.989 \\ & 4.449 \\ & 4.490 \end{aligned}$ |  |  |  |
|  |  |  | ${ }_{\substack{1224 \\ 1,24}}^{1624}$ | ${ }_{212}^{192}$ |  | , miact | ${ }_{\substack{25,49 \\ 35,299}}^{\substack{\text { a }}}$ | ${ }_{1}^{1224}$ | ${ }_{\substack{\text { a }}}^{11,93959}$ |
|  |  |  | ¢ | $\underset{\substack{220 \\ 200}}{ }$ |  | coin |  | ¢988 |  |
|  |  | ${ }_{\substack{1,152 \\ 1790}}^{19}$ | cisi | ${ }_{\substack{184 \\ 184}}^{188}$ |  | coicien |  | , |  |
| 3,444 | ${ }^{225,500}$ | ${ }_{13,20}$ | 8.710 | 2,151 | 32000 | $\underline{107,34}$ | $2{ }^{27,94}$ | 8.710 | 1420075 |








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$\underset{\substack{\text { Rockingham@ } \\ \text { Coiovile Rd }}}{ }$

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| Montr: |  |  | $\begin{aligned} & \text { nc. (PEU) } \\ & \hline \text { Cust \#95563 } \\ & \text { Loc \#69604 } \\ & \text { Harvev Rd. } \end{aligned}$ |  | $\begin{array}{c\|} \hline \\ \hline \text { Cust \#95741 } \\ \text { Loc \#64798 } \\ \text { Rockingham @ } \\ \text { Coteville Rd } \end{array}$ |  |  | $\begin{aligned} & \text { Inc. (PWW) } \\ & \hline \hline \text { Cust \#107225 } \\ & \text { Loc \#200376 } \\ & \text { Donald Street } \end{aligned}$ | $\begin{gathered} \text { peud } \\ \text { foud } \\ \text { fotal } \end{gathered}$ | coly |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ary |  | ${ }_{439}^{439}$ | ${ }_{1}^{1.664}$ | ${ }_{15}^{15,43}$ | ${ }^{720}$ | ${ }^{158}$ | ${ }^{83}$ |  |  | ${ }_{4}^{4873}$ | 17,452,293 |
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|  | ${ }_{365}$ | ${ }^{6.149}$ | $\begin{array}{r}\text { 3,080 } \\ \text { 3,200 } \\ 2.200 \\ \hline\end{array}$ | 135, ${ }^{1384}$ |  | $\begin{array}{r}202 \\ .989 \\ \hline 0\end{array}$ |  |  | $\xrightarrow{\substack{18,234 \\ 23,088}}$ | (i,996 |  |
|  |  |  |  |  |  |  |  | ${ }^{81,314}$ |  |  |  |


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| $\underset{\substack{\text { may } \\ \text { June }}}{\text { and }}$ |  |  |  |
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| ary |  | ${ }_{47}^{407}$ | ${ }_{1}^{1,1218}$ | ${ }^{12,889}$ | ${ }_{5}^{574}$ | ${ }^{150}$ | ${ }_{732}^{732}$ | ${ }^{3.512}$ | ${ }_{\text {5, }}^{12,30}$ |  |  |
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|  |  | 300 | ${ }_{\text {l }}$ | ${ }_{\text {a }}$ | ${ }_{752} 78$ | ${ }_{137}^{137}$ | ${ }_{839}$ |  |  | ${ }_{4}^{4}, 5$ | ${ }_{\text {a }}^{\text {a }}$ |
|  |  | c.ay | ${ }^{26,563}$ |  | ${ }_{1}^{1,880}$ | ${ }_{\text {, } 1.87}^{183}$ | $\begin{array}{r}\text { 1,922 } \\ \text { 1,524 } \\ \hline\end{array}$ | (3,895 | - |  |  |
|  |  | 6,163 | 2.57 | 203.003 | 1.816 | 1.863 |  | ${ }^{105,125}$ |  |  |  |

\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|}
\hline Mont: \&  \& $$
\begin{gathered}
\hline \text { Londonderry Tank } \\
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\text { Mammoth Rd. } \\
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\hline ${ }_{\substack{\text { feiruay } \\ \text { march }}}$ \& ${ }_{\substack{1,1,24 \\ 1,250}}^{1,1}$ \&  \& $\stackrel{591}{599}$ \& \& ${ }_{129}^{129}$ \& ${ }_{\substack{793 \\ 898}}$ \&  \&  \& \&  <br>
\hline ${ }_{\text {mpar }}^{\text {Meil }}$ \& $\xrightarrow{\substack{1,455 \\ 2,734}}$ \& 17,184 \&  \& ${ }_{\substack{382 \\ 576}}$ \& ${ }^{158}$ \&  \& ${ }_{\text {che }}^{\substack{4,5090}}$ \& $\underset{\substack{14.472 \\ 2,1,54}}{\substack{4,2}}$ \& ${ }_{\substack{382 \\ 576}}$ \&  <br>
\hline June \& ${ }_{\substack{4,322 \\ 4,322}}^{4,105}$ \&  \& ${ }_{\text {l }}^{1,1620}$ \& ${ }_{\substack{782 \\ 882}}^{782}$ \& ${ }^{220}$ \&  \& cose \&  \&  \&  <br>
\hline samber \&  \&  \& ${ }_{\text {l }}^{1,2,293}$ \& ${ }_{\substack{695 \\ 5593}}^{69}$ \& 4 \& 隹 \&  \&  \& ${ }_{659}^{669}$ \&  <br>
\hline Somber \& ${ }_{\substack{\text { a } \\ i, 1,15 \\ 1,275}}$ \&  \& ${ }_{\substack{807 \\ 52}}^{80}$ \& cois \& ${ }_{\substack{191 \\ 137}}$ \& (1249 \&  \&  \& ${ }_{\substack{384 \\ 360}}$ \& (i, <br>
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20,033 \& \& \&  \& \& \& ${ }^{16,3,31}$ \& 3, 163 \& 4, <br>
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| Januar |  | 14,68, 108 |  |  |
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| Nomed | ${ }_{31}$ |  | (19,59.622 |  |


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| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Januar |  | ${ }^{420}$ | ${ }^{1,324}$ |  | ${ }^{822}$ |  | ${ }^{782}$ | ${ }^{3.883}$ |  |  | 14,689,108 |
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|  |  | ${ }_{6}^{6.452}$ | ${ }_{\text {2, }}^{2,091}$ |  |  | , 1939 |  | (0, | ${ }^{\text {23,4,551 }}$ | ${ }^{\text {20,05 }}$ |  |
|  |  | 6.452 | 25,08 | 187732 |  | , 899 |  | 109797 |  |  |  |


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May 19, 2003
RAYMOND W. PROVENCHER Clerk

DONALD P. COUTURIER JAMES W. CRAIG
JAMES W. CRAIG
PATRICIA H. CORNEL
PATRICIA H. CORNELL
RICHARD M. BUNKER

## Ex Officio

HON. ROBERT A. GAINES Mayor

THOMAS M. BOWEN, PE Director and Chief Engineer

ROBERT BEAURIVAGE, PE. Asst. Director

Mr. Stephen J. Densberger
Executive Vice President
Pennichuck Water
PO Box 448
Nashua, NH 03061-0448

## RE: AMENDED WHOLESALE WATER AGREEMENT

Dear Steve:
Enclosed is a fully executed copy of the subject Agreement.
MWW looks forward to continuing our relationship as your wholesale provider.
Sincerely,


Thomas M. Bowen, P.E.
Director

Enclosure

## AMENDED PENNICHUCK WATER WORKS, INC. WHOLESALE WATER AGREEMENT

Agreement made and entered into this 21st day of March, 1997 ("Agreement"), and amended as of Fef $3^{\text {rd }}, 2003$ by and between the MANCHESTER WATER WORKS ("MWW"), a duly established municipal water works, and Pennichuck Water Works, Inc. ("Pennichuck"), a New Hampshire corporation.

## Recitals.

1. MWW and Pennichuck have existing waterworks systems;
2. Pennichuck desires to purchase from MWW certain volumes of water on a wholesale basis;
3. MWW has supplied water to Consumers New Hampshire Water Company and subsequently Pennichuck under a Wholesale Water Contract dated October 29, 1987 amended May 25, 1988, March 25, 1989 and March 21, 1997, and due to expire March 21, 2022, which contract each party wishes to terminate;
4. In or around November 1997, Consumers assigned its rights under the Wholesale Water Contract to the Town of Hudson, to which MWW consented. In or around April 1998, the Town of Hudson assigned its rights under the Wholesale Water Contract to Pennichuck, to which MWW consented.
5. MWW and Pennichuck have determined to enter into this legally binding Agreement to establish the conditions for wholesale supply of water.
6. The terms of this Agreement will be submitted to the NHPUC for and subject to its approval.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, agree as follows:

## ARTICLE 1. SHORT TITLE, DEFINITIONS AND INTERPRETATIONS

Section 101. Short Title. This Agreement may be referred to as the "Pennichuck Wholesale Water Agreement".

Section 102. Meanings and Construction.
102.1. Definitions. For all purposes of this Agreement, including any amendments, the terms shall have the meanings set forth below.
102.1.1. "Anniversary Date" means the day and month on which the Agreement was signed in each year.
102.1.2. "Average Daily Flow" means the total volume of water measured in gallons or cubic feet at a metering station or stations during two consecutive monthly billing periods divided by the actual number of days in the two billing periods.
102.1.3. "Fire Flow" means the flow described in section 201.3.1.
102.1.4. "Maximum Daily Flow" means the highest total volume of water measured in gallons or cubic feet at a metering station or stations over any consecutive twenty-four (24) hour period.
102.1.5. "MSDC" means the Merrimack Source Development Charge which is a capital charge for contribution for the development of new water sources to maintain and extend service in circumstances of growing demand.
102.1.6. "NHPUC" means the Public Utilities Commission of the State of New Hampshire.
102.1.7. "Period" means any length of time.
102.1.8. "Person" means any individual, firm, company, association, society, corporation, political subdivision, fire district, or group.
102.1.9. "Waterworks" means facilities for collection, storage, supply, distribution, treatment, pumping, metering, or transmission of water.

Section 103. Construction. This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:
103.1 Definitions include both singular and plural;
103.2 Pronouns include both singular and plural and include both genders.

Section 104. Governing Law. This Agreement shall be governed by the laws of the State of New Hampshire.

## ARTICLE 2. TERMS OF SUPPLY

Section 201. Obligations of Pennichuck. Pennichuck agrees to the following obligations and limitations made in return for MWW's agreement to permit connection and supply of water into Pennichuck's waterworks.
201.1. Limitation of Rights. Nothing in this Agreement is intended as a grant by MWW of any exclusive right or privilege.
201.2. Charges and Fees. Pennichuck shall make timely payment of all charges described in this Agreement in accordance with Sections 305, 306 and 307 below.
201.3 Quantity of Water. Pennichuck shall limit its usage of MWW's waterworks to the following:

> Average Daily Flow - 2.1 Million Gallons Per Day Maximum Daily Flow - 3.5 Million Gallons Per Day

MWW shall have no responsibility to supply water in excess of these stated amounts.
201.3.1 Fire Flow. In consideration of the rate per million gallons charged to Pennichuck pursuant to Section 302.1, MWW shall take reasonable measures to provide Fire Flow to Pennichuck of 750 gallons per minute. MWW shall have no obligation to provide Fire Flows in excess of 750 gallons per minute nor does it guarantee adequate Fire Flow or any aspect of fire service.
201.4 Assignment and Sale. Pennichuck may (i) assign its contract right to the quantities of water specified in Section 201.3 to another Person or (ii) sell water purchased pursuant to this Agreement to Persons located outside of or transporting water outside of the geographic areas for which it has or obtains NHPUC water service franchise authority, only with MWW's written consent, which consent shall not be unreasonably withheld.
201.5. Control of System Leaks and Wasteful Use. Pennichuck shall operate and maintain its waterworks in accordance with customary engineering practices and with the guidelines set forth below.
201.5.1. Pennichuck shall minimize any wasteful use of water within its service area.
201.5.2. In any period in which Pennichuck receives water pursuant to this Agreement, Pennichuck shall impose the same voluntary or mandatory restrictions on water use by its customers (e.g. sprinkling bans) as MWW shall impose on its customers within one week of such imposition by MWW. The imposition and re-
moval of any restrictions shall be within the sole and exclusive discretion of MWW, but nothing in this Agreement shall prevent Pennichuck from imposing its own restrictions which are more restrictive than those imposed by MWW.
201.6. Conformance of Law. Pennichuck shall comply and shall ensure that its customers and any private water systems connected to Pennichuck waterworks comply with all applicable laws of the United States and of the State of New Hampshire, including but not limited to all rules and regulations of the New Hampshire Department of Environmental Services, and all applicable rules and regulations of the NHPUC. If Pennichuck fails to comply with this Section 201 after written notice from MWW, MWW may discontinue all services to Pennichuck until such time as Pennichuck demonstrates its compliance with this Section.
201.7. Quality of Water. MWW shall supply water meeting the drinking water quality criteria established from time to time by the United States Environmental Protection Agency and the State of New Hampshire.

Section 202. Obligations of MWW. MWW agrees to the following obligations and limitations in return for the timely payment by Pennichuck of the charges specified in this Agreement.
202.1. Metering Point. MWW shall supply water to Pennichuck at one or more of the following locations subject to the limitations contained herein.
A. The intersection of Joanne Dr. and Londonderry Turnpike, Hooksett.
B. The intersection of Harvey Rd. and Burton Dr., Londonderry.
C. The intersection of Mammoth Rd. and Rockingham Rd., Londonderry.
D. The intersection of Seasons Lane and Rockingham Rd., Londonderry.
E. The intersection of County Road and Patton Road, Bedford.
F. To the east of the intersection of Donald Street and Route 114 at the Donald Street pumping station, Bedford.

Additional metering points may be added by mutual agreement and subject to the provisions of this Agreement.
202.2 Measurement of Flows. The measurement of water delivered to Pennichuck shall be undertaken by MWW. Such flow measurements shall be made by one or more metering devices placed at locations selected by MWW.
202.3. Construction of Connection. Any and all connections between MWW's waterworks and Pennichuck's waterworks, including modifications or upgrades which may be necessary to effectuate this Agreement, including but not limited to meter vaults and metering devices, shall be designed by MWW, reviewed with Pennichuck for reasonableness, and constructed by MWW, and/or any subcontractors as MWW shall choose to employ, such decision to be made at MWW's sole discretion. The cost of all construction undertaken to construct, modify or upgrade the connection of MWW's waterworks to Pennichuck's waterworks, including the purchase of metering devices and appurtenances, shall be paid by Pennichuck. The necessity of and selection of all materials and equipment and the location thereof shall be within the sole discretion of MWW.
202.4. Ownership of Connection Facilities. MWW shall own all pipes laid from its presently existing waterworks to within ten (10) feet of the outside wall of the metering vault and it shall own the metering device. All other waterworks, piping, and vaults constructed to make the connection necessary to effectuate this Agreement shall be the property of Pennichuck and shall be maintained by Pennichuck in a manner satisfactory to MWW.

### 202.5. Maintenance of Metering Devices.

202.5.1. Any and all metering devices installed pursuant to this Agreement shall be inspected and calibrated in the manner provided by regulations of the NHPUC at MWW expense. A copy of any inspection and calibration reports shall be filed at MWW's offices and shall be available for examination by Pennichuck at the offices of MWW during normal business hours.
202.5.2. Pennichuck may request MWW to test and certify as to the accuracy of any metering device at any time. If the metering device reads within specifications accepted by the NHPUC, the cost of such tests shall be borne by Pennichuck. If the average error over different test rates is greater than that allowed by the NHPUC, the cost of the tests shall be paid by MWW. Any adjustments will be made in accordance with NHPUC regulations.
202.5.3. In the case of missing or inaccurate flow records, due to faulty metering device operation or other circumstances, an estimate of flow shall be made by MWW based on past records for a comparable period. The estimates shall be used by MWW to calculate the payments due from Pennichuck. Such payments shall be subject to the provisions of Sections 303, 304, 305, 306 and 307 hereof below.
202.6 Record, Accounts and Audits. MWW shall maintain records of all financial transactions with Pennichuck, and these records shall be available for inspection by Pennichuck or any customer of Pennichuck at the office of MWW during normal business hours. Said records shall be available for inspection by other parties only upon presentation to MWW of a written authorization from Pennichuck. The financial statements of MWW shall be available for inspection by Pennichuck within a reasonable time after it has been accepted by the MWW's Board of Water Commissioners.

Section 203. Responsibility for System Operation and Maintenance. MWW assumes no responsibility for operation and maintenance of waterworks constructed and owned by Pennichuck including those described in Sections 202.3 and 202.4 hereof. MWW's sole duty hereunder shall be to supply water up to the maximum amounts specified in Section 201.3 at the locations specified in Section 202.1 subject to the terms and conditions contained herein.

Section 204. Limitation of Liability.
204.1 Liability for Non-Negligent Acts. If MWW shall be unable to supply some or all of the water demanded by Pennichuck under this Agreement for any reason other than MWW's own negligence, MWW shall not be liable to Pennichuck for any damages arising out of such failure to supply water. Pennichuck hereby waives any rights it might have to any damages.
204.2 Impairment of Supply. Existing customers of MWW have first right to any water supplied by MWW, and this Agreement shall not impair the supply of water to them. If MWW is unable to supply both its other customers and Pennichuck with water for any reason other than the negligence of MWW, Pennichuck cannot compel MWW to supply it with water, nor shall it be entitled to any damages as a result of MWW's failure to supply it with water. In addition, MWW cannot be compelled to furnish Pennichuck with water if MWW's waterworks or the source upon which MWW is dependent for its supply of water is impaired, and Pennichuck shall be entitled to no damages as a result of MWW's failure to supply it with water. MWW shall be the sole judge as to whether the water available to it is adequate to supply both Pennichuck and MWW's other customers and whether MWW's waterworks or source of supply is impaired. MWW judgment shall be reasonable. MWW's decision shall be final and binding on Pennichuck. Notwithstanding the foregoing, if MWW reduces the amount of
water which it supplies to Pennichuck pursuant to this Section 204.2, such reduction shall be proportionally equal to reductions made to other wholesale customer of MWW, based on the average amount of water received by each wholesale customer during the ninety (90) days preceding such reduction.
204.3 Liability for Accident. Neither MWW nor Pennichuck shall be liable in damages or otherwise for failure to perform any obligation under this Agreement, which failure is occasioned by or in consequence of any act of God, act of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, drought, fires, storms, floods, winter freeze, washouts, vandalism, arrests and restraints of rulers and peoples, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery or lines of pipe, failure or want of water supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of such party and which act, omission or circumstances such party is unable to prevent or overcome by the exercise of reasonable care.
204.4 Liability Resulting from Negligence. Neither Pennichuck nor MWW shall be relieved of liability for loss resulting from its negligence, intentional actions, or its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve Pennichuck from its obligations to make payments of amounts then due with respect to water theretofore supplied.
204.5 Pennichuck's Liability for Capital Expenditures and for Water Supplied. Nothing herein shall be construed as relieving Pennichuck under any circum-
stances from its duty to pay for capital expenditures made by MWW pursuant to Section 202.3 hereof or for water supplied pursuant to this Agreement.

Section 205. Indemnification and Insurance. Pennichuck shall exonerate, indemnify and save harmless MWW from all claims and demands for injuries to Persons, loss of life, damage to property or other losses arising out of or connected with the performance of this Agreement in Londonderry and Hooksett, New Hampshire, which MWW is legally bound to pay excepting, however, such claims and demands as shall result from negligence on the part of MWW. The phrase "claims and demands" shall include, but shall not be limited to, damages, judgments, settlements, costs and defense of legal actions, claims or proceedings and appeal therefrom. Pennichuck shall maintain liability insurance in the amount of $\$ 1,000,000$ bodily injury and property damage (each occurrence), together with a $\$ 1,000,000$ umbrella policy. Pennichuck agrees to furnish certificate(s) of the above-mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester and the Manchester Water Works as an additional insured (except Workers Compensation) and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Manchester Water Works, 281 Lincoln Street, Manchester, New Hampshire, 03103, at least thirty (30) days in advance of such cancellation or change. For its part, MWW agrees to and does exonerate, indemnify and save harmless Pennichuck from all claims or demands for injuries to Persons, loss of life, damage to property or other losses arising out of or connected with the performance of this Agreement to the extent such claims and demands resulted from the negligence or fault of MWW.

Section 206. Notices. All notices and other writings sent pursuant to this Agreement shall be addressed to the Director of MWW at:

Manchester Water Works
Attention: Director 281 Lincoln Street Manchester, NH 03103
and to Pennichuck at:
Pennichuck Water WorksAttention: President
4 Water Street P.O. Box 448
Nashua, NH 03061-0448
or at such other address as is indicated by written notice to the other party.

## ARTICLE 3. PAYMENTS FOR SERVICES

Section 301. Basis for Payments. Pennichuck shall pay MWW for each gallon of water supplied to Pennichuck at the locations stated in Section 202.1 hereof at the rate specified in Section 302 and 304 and subject to the Merrimack Source Development Charge (MSDC) specified in Section 303 hereof. Payment shall be made in accordance with the provisions of Sections 305,306 and 307 hereof. The volume of water supplied to Pennichuck shall be determined by means of one or more metering devices which shall meet all the requirements of Federal and State law, and which shall be owned, installed and maintained by MWW at one or more locations selected by it in its discretion.

Section 302. Rates.
302.1 Rate Per Gallon. The rate charged for water supplied to Pen-
nichuck shall be $\$ 0.778$ per hundred cubic feet ( $\$ 1,040.13$ per million gallons) at those sites where MWW provides Fire Flow capacity and shall be $\$ 0.596$ per hundred cubic feet ( $\$ 796.86$ per million gallons) at those sites where MWW does not provide Fire Flow capacity.

At such time as Pennichuck constructs facilities for the purpose of providing its own Fire Flow capacity such that it no longer requires the Fire Flow established in Section 201.3.1 at a site, the rate charged for water at that site shall be adjusted to a rate of $\$ 0.595$ per CCF ( $\$ 796.07$ per million gallons). Pennichuck shall provide to MWW written documentation of the completion of such construction and of the date of its completion.
302.2 Service Charge. The monthly charge shall be as follows in accordance with MWW rate schedule and based upon the size of the meter or meters required by Pennichuck.

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| $4^{\prime \prime}$ | $\$ 35.53$ |
| $6^{\prime \prime}$ | $\$ 59.14$ |
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302.3 Adjustments in Rate. The rates and charge established in Section 302.1 and 302.2 shall be adjusted each time MWW establishes a new permanent rate for MWW's customers being served outside the City of Manchester. The adjustment in the rate charged under this Agreement shall be equal to the percentage by which the order of the MWW Board of Water Commissioners increases or decreases the monthly total of the metered water rate and other charges that would be charged to an industrial customer of MWW located outside the City of Manchester who uses 2.1 million gallons per day and whose water from MWW is metered at a single location by the same number and size of water meters that are used to meter the water transported to Pennichuck by MWW at the date of the order of the MWW Board of Water Commisioners. Such increases in the rate charged under the Agreement shall be effective as of the same date on which the increase in rates charged to customers residing outside the City of Manchester is effective.

Section 303. MSDC. Pennichuck shall pay MWW a source development charge of $\$ 1.14$ for each gallon of the 2.1 million gallons of the average daily flow specified in Section 201.3 ("MSDC"), in accordance with and subject to the following:
303.1 Payment. Beginning in 1997 and for the duration of this Agreement, Pennichuck shall pay MSDC annually, on or before January 15 of each year, for additional Average Daily Flow at a rate of $\$ 1.14$ per gallon. Such amount shall be determined annually based upon Pennichuck's estimate of the increase in the Average Daily Flow from the Average Daily Flow for which Pennichuck has previously made MSDC payment, but in no event shall the estimated increase in Average Daily Flow equal less than 3\% of the Average Daily Flow for which Pennichuck has previously made MSDC payment. Should the actual Average Daily Flow for which payment was made in January of that year exceed the estimated Average Daily Flow for which payment was made in January of that year, Pennichuck will promptly pay MSDC for the full amount of the difference between the estimated increase and the actual increase in Average Daily Flow. Should the actual increase in Average Daily Flow be less than the estimated increase, the difference between the two will be credited against the MSDC payment for the succeeding year. Payments shall be made by Pennichuck for the duration of this Agreement until the contractual limit of Average Daily Flow capacity is reached.

The 1997 refund, if any, due Pennichuck from MWW pursuant to the October 29, 1987 Wholesale Water Agreement, as amended, shall be made within forty-five (45) days of receipt of notice of NHPUC approval of this Agreement. Except as specified in the preceding sentence and in paragraph 303.3 of this Agreement, no refund of MSDC payments shall be required of MWW.
303.2 It is intended that the total payments to MWW under this Section

303 shall not exceed $\$ 2,394,000$, representing 2.1 MGD unless the $\$ 1.14$ per gallon rate is adjusted by the MWW Board of Water Commissioners for all customers subject to the MSDC. MWW shall provide Pennichuck ninety (90) days written notice of any proposed change to the MSDC rate. Within this 90 day period, Pennichuck shall have the option to purchase any or all of its remaining 2.1 MGD allotment at the rate of \$1.14 per gallon.
303.3 Under no circumstances shall Pennichuck be entitled to any reimbursement of any payment made under this Section 303, except to the extent and in the manner that customers of MWW receive reimbursement of the Merrimack Source Development Charge or in accordance with an order of the NHPUC.

Section 304. Emergency Use. Should Pennichuck require water from MWW in excess of the limits allocated in Section 201.3 and MWW in its absolute discretion agrees to supply such water to Pennichuck, Pennichuck shall pay a rate equal to two (2) times the rate specified in Section 302.1 for each gallon in excess of the Average Daily Flow or Maximum Daily Flow, as the case may be, allocated in Section 201.3 which Pennichuck consumes. Nothing in this section, however, shall be construed as giving Pennichuck a right to any water in excess of the limits specified. MWW shall have sole and exclusive discretion as to the determination of the availability of water in excess of the amount stated in Section 201.3, and the determination of the length of any prolonged emergency use.

Section 305. Billing Cycle. MWW shall bill Pennichuck on a monthly basis in arrears for amounts due under Section 302. Payment on bills shall be due upon presentation.

Section 306. Delinquent Bills. Bills remaining unpaid for thirty (30) days or longer from the billing date shall be subject to one and one-half (1 $1 / 2$ ) percent interest
per month on the unpaid balance from the original due date. If bills or payments to be made pursuant to this agreement remain unpaid for thirty (30) days or longer after the due date, MWW may issue a notice of intent to discontinue service to Pennichuck and to the NHPUC. If the bill remains unpaid for five (5) days or longer after the date of the notice of intent to discontinue service described above, all supply of water by MWW to Pennichuck shall cease and said supply shall not be renewed until all outstanding bills are paid in full at the office of MWW. In lieu of such discontinuance, MWW may require Pennichuck to post a deposit and make payments more frequently than at monthly intervals.

Section 307. Charge for Resumption of Service. If MWW ceases to supply water to Pennichuck pursuant to Section 201.6 or Section 306 above, MWW may impose a reasonable charge for resumption of said supply of water.

Section 308. Expansion and/or Upgrading of MWW. In all cases, MWW shall be the sole judge as to all improvements, additions or expansions to its waterworks, provided that the undertaking of such improvements, additions or expansions does not impair the ability of MWW to provide water to Pennichuck pursuant to this Agreement.

Section 309. Capital Expenditures. Pennichuck shall pay for any capital expenditures made by MWW which MWW reasonably believes are necessary or advisable in order to provide or continue services to Pennichuck under this Agreement, whether or not such expenditures are made within or without the boundaries of Pennichuck; provided, however, that MWW shall give written notice to Pennichuck of any such capital expenditure at least six months prior to the need for funds to be available. Said notice shall include a brief description of the purpose of the capital expenditure, its total costs and Pennichuck's pro rata share of the total costs. Pennichuck shall have sixty (60) days from the date of said notice in which to commit itself to pay or to refuse to pay its
pro rata share of the capital expenditure as stated in said notice. A refusal by Pennichuck to pay its pro rata share of the capital expenditure as stated in said notice must be made in writing in accordance with Section 206 hereof. Failure by Pennichuck to notify MWW in writing within sixty (60) days after the date of said notice that Pennichuck refuses to pay its pro rata share of the capital expenditure as stated in said notice shall constitute a commitment by Pennichuck to pay said pro rata share. If Pennichuck has failed to properly notify MWW and refuses to pay its pro rata share of the capital expenditure, this Agreement shall terminate at the end of the quarter in which such refusal shall be made in accordance with Section 407 hereof.

## ARTICLE 4. ASSIGNMENT, AMENDMENT AND TERMINATION

Section 401. Amendment. The provisions, terms and conditions of this Agreement may be modified only by written amendments, executed with the same formality as this Agreement.

Section 402. Assignment. Except as provided in section 201.4, no assignment by Pennichuck of its rights or duties under this Agreement shall be binding on MWW, unless MWW consents to such an assignment in writing.

Section 403. Waiver. Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party to exercise at some future time said rights or another right it may have hereunder.

Section 404. Date Effective, Supersession and Duration. Subject to approval of the NHPUC, this Agreement shall be effective as of the date first written above. Upon receipt of NHPUC approval, this Agreement shall supersede and replace all prior agreements between the parties with respect to the subject matter hereto, including the Southern New Hampshire Water Company Wholesale Water Agreement dated October

29,1987 , as amended, which shall be considered terminated and have no further force or effect from the date of execution of this Agreement (or such later date as may be determined by the NHPUC), except with respect to any refund of MSDC payments due in 1997. This Agreement does not supersede and replace the Southern New Hampshire Water Company Wholesale Water Connection Construction Agreement dated as of October 29, 1987. This Agreement shall be in full force and effect and shall be exclusive and binding on the parties for 25 years from $\qquad$ , 2003, as long as Pennichuck is not in default of its obligations hereunder. It is the intent of both parties that on or before the expiration of the term of this Agreement, this Agreement will be renegotiated and extended upon terms mutually agreeable to both parties. The parties agree to meet to discuss renewal at least three (3) years in advance of the termination of this Agreement. In the event that the parties cannot agree to terms of renewal, and so long as Pennichuck remains a regulated public utility, the matter shall be submitted to the NHPUC, which may act as a mediator in an effort to have the parties reach an agreement.

Section 405. Termination. In the event of unforeseen circumstances which materially alter the circumstances upon which this Agreement is based, either party shall have the right to terminate this Agreement without liability to the other of any sort upon approval by the NHPUC of a petition requesting authority to so terminate this Agreement. Termination of this Agreement by Pennichuck under this Section 405 shall not relieve Pennichuck of its obligation to pay MWW for any services rendered, capital expenditures made pursuant to this Agreement prior to the date of termination or the MSD charge specified in Section 303.

Section 406. Breach. Either party may terminate this Agreement prior to the time specified in Section 404 if the other party has violated any of the covenants un-
dertaken herein, or any of the duties imposed upon it by this Agreement; provided that the party seeking to terminate for such cause shall give the offending party sixty (60) days written notice, specifying the particulars of the violation claimed; and if at the end of such time the party so notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this Agreement shall be deemed complete.

Section 407. Termination Pursuant to Section 309. If this Agreement is terminated pursuant to Section 309 hereof by Pennichuck's refusal to pay its pro rata share of a capital expenditure, Pennichuck shall not be relieved of its obligation to pay MWW for any services rendered or capital expenditures made pursuant to this Agreement prior to its termination, other than those capital expenditures for which Pennichuck refused to pay pursuant to Section 309.

## ARTICLE 5. MISCELLANEOUS PROVISIONS

Section 501. Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Section 502. Exercise of Judgment. Where MWW is directly or implicitly authorized to exercise its judgment under this Agreement, its judgment shall be valid unless clearly unreasonable.

Section 503. Status of Legal Representatives, Successors, and Assigns. The benefits and burdens of this Agreement shall inure to and be binding upon the respective legal successors to the parties hereto.

Section 504. Third Parties. MWW assumes no responsibility for any facility not included in its waterworks, and in the event that a facility of a third party shall be involved in the furnishing of service to, or the receipt of service from Pennichuck, Pennichuck shall look solely to such third party for any such services. Pennichuck assumes sole responsibility for compliance with this Agreement by all third party users or customers of its waterworks. MWW shall deal directly with Pennichuck which shall, in turn, make certain that all users and customers comply with this Agreement and with all applicable rules and regulations.

Section 505. Disputes, Arbitration. Disputes, including but not limited to those related to supply of water, connection facilities, operation and maintenance, impairment of supply, and charges and payment, shall be submitted to the NHPUC.

IN WITNESS WHEREOF, this Amended Agreement is executed in multiple counterparts each of which shall be deemed an original this $3^{\text {nd }}$ day of Febrwary, 2003.

In the Presence of:


PENNICHUCK WATER WORKS, INC. By its Prosidert CED


MANCHESTER WATER WORKS By the Board of Water Commissioners President
C. Arthur Soucy

## GENERAL

## GENERAL SERVICE, METERED/MANCHESTER

 RATE SCHEDULE "GM-M"
## AVAILABILITY

These rates are available for general metered service in the City of Manchester.

## WATER USAGE RATE

\$1.639 per 100 Cubic Feet (CCF)

## SERVICE CHARGE

| Meter Size | Quarterly Billing | Monthly Billing |
| :--- | :---: | :---: |
| $5 / 8$ |  |  |
| $3 / 4$ | 35.50 | $\$ 15.02$ |
| 1 | 41.70 | 17.61 |
| $11 / 2$ | 69.82 | 19.72 |
| 2 | 94.48 | 29.12 |
| 3 | 127.26 | 37.32 |
| 4 | 188.42 | 48.27 |
| 6 | 324.94 | 68.64 |
| 8 | 562.59 | 114.13 |
| 10 | 938.40 | 193.38 |
|  |  | 312.76 |

## TERMS OF PAYMENT

(a) Bills shall be rendered either quarterly or monthly and shall be due and payable upon presentation.
(b) Where a Utility bill exceeds $\$ 1,000$ per quarter, or at the sole discretion of the Utility, bills shall be rendered monthly.
(c) Late payment charges and other expenses shall be computed as specified under Miscellaneous Charges.

## SENIOR DISCOUNT

A 50\% discount shall be applied to qualified low income disabled and elderly customers residing in the City of Manchester in accordance with criteria established by the City of Manchester Assessors Office for property tax exemption.

## GENERAL

GENERAL SERVICE, METERED/TOWNS
RATE SCHEDULE "GM-T"

## AVAILABILITY

These rates are available for general metered service in all areas served outside the City of Manchester.

## WATER USAGE RATE

\$1.877 per 100 Cubic Feet (CCF)

## SERVICE CHARGE

| Meter Size | Quarterly Billing | Monthly Billing |
| :---: | :---: | :---: |
| $5 / 8$ | $\$ 31.62$ | $\$ 17.27$ |
| $3 / 4$ | 40.64 | 20.25 |
| 1 | 47.95 | 22.67 |
| $11 / 2$ | 80.28 | 33.48 |
| 2 | 108.64 | 42.91 |
| 3 | 146.35 | 55.51 |
| 4 | 216.68 | 78.92 |
| 6 | 373.68 | 131.24 |
| 8 | 646.98 | 222.38 |
| 10 | $1,079.15$ | 359.67 |

## TERMS OF PAYMENT

(a) Bills shall be rendered either quarterly or monthly and shall be due and payable upon presentation.
(b) Where a Utility bill exceeds $\$ 1,000$ per quarter, or at the sole discretion of the Utility, bills shall be rendered monthly.
(c) Late payment charges and other expenses shall be computed as specified under Miscellaneous Charges.

## SENIOR DISCOUNT

A $50 \%$ discount shall be applied to qualified low income disabled and elderly customers residing outside the City of Manchester in accordance with criteria established by the City of Manchester Assessors Office for property tax exemption.

# FIRE PROTECTION - PRIVATE/MANCHESTER 

RATE SCHEDULE - "FP-P-M"

## AVAILABILITY

This rate is available for private fire service in the City of Manchester.

## RATES

Rates are based on the size of each fire service pipe as it enters each building and each private fire hydrant on the premises.

|  | Service Size (in) | Per Quarter | Per Month |
| :---: | :---: | :---: | :---: |
| For each: | $11 / 2$ or less | \$ 3.83 | \$ 1.24 |
|  | 2 | 8.19 | 2.69 |
|  | 21/2 | 14.72 | 4.89 |
|  | 3 | 23.83 | 7.92 |
|  | 4 | 50.79 | 16.90 |
|  | 5 | 91.37 | 30.45 |
|  | 6 | 147.59 | 49.18 |
|  | 8 | 314.57 | 104.83 |
|  | 10 | 565.71 | 188.57 |
|  | 12 | 913.80 | 304.59 |

TERMS
(a) Bills shall be rendered either quarterly or monthly, and shall be due and payable upon presentation.
(b) Late payment charges and other expenses shall be computed as specified under Miscellaneous Charges.

## FIRE PROTECTION - PRIVATE/TOWNS

RATE SCHEDULE - "FP-P-T"

## AVAILABILITY

This rate is available for private fire service in all areas served outside the City of Manchester.

## RATES

Rates are based on the size of each fire service pipe as it enters each building and each private fire hydrant on the premises.

|  | Service Size (in) | Per Quarter | Per Month |
| :---: | :---: | :---: | :---: |
| For each: | $11 / 2$ or less | \$ 4.40 | \$ 1.42 |
|  | 2 | 9.42 | 3.09 |
|  | 21/2 | 16.93 | 5.62 |
|  | 3 | 27.38 | 9.11 |
|  | 4 | 58.41 | 19.44 |
|  | 5 | 105.07 | 34.99 |
|  | 6 | 169.73 | 56.56 |
|  | 8 | 361.76 | 120.55 |
|  | 10 | 650.57 | 216.86 |
|  | 12 | 1,050.87 | 350.27 |

TERMS
(a) Bills shall be rendered either quarterly or monthly, and shall be due and payable upon presentation.
(b) Late payment charges and other expenses shall be computed as specified under Miscellaneous Charges.

# FIRE PROTECTION - MUNICIPAL/TOWNS 

RATE SCHEDULE - "FP-M-T"

## AVAILABILITY

This rate is available for municipal fire protection in communities served outside of Manchester.

## RATE

The charge, billed quarterly in arrears, for municipal fire service to the Town shall be as follows:

> Rate per Quarter
> \$169.74 per Hydrant

## TERMS OF PAYMENT

(a) Bills shall be rendered quarterly (April, July, October, January), and are due and payable upon presentation.
(b) Late payment charges and other expenses shall be computed as specified under Miscellaneous Charges.

## MISCELLANEOUS SERVICE CHARGES

RATE SCHEDULE - "MSC"

## 1. Applicability

The charge shall apply to regular service and private fire service provided to all customers.
2. Application Fee for Fire and Domestic Service
(1) Water Service $\$ 100.00$
(2) Private Fire Protection \$50.00
3. Late Payment Charge
(a) A late payment charge shall be added to any bill where payment therefor has not been received by the Utility within thirty (30) days of issuance, and shall be five percent (5\%) of any unpaid balance of one dollar (\$1.00) or more.
(b) The late payment charge shall be applied on a monthly or quarterly basis depending upon the customer's regular billing period.
(c) Bills are due and payable when rendered and subject to the same shutoff provisions as for nonpayment of bills. Terms are Net 30 Days. A finance charge of $11 / 2 \%$ ( $18 \%$ per year) will be charged 30 days after the date of bills.

## 4. Seasonal Use

A charge of fifty-five dollars (\$55.00) shall be applied to the customer's bill for installing the meter and turning on the water, and a separate charge of fifty-five dollars (\$55.00) shall be applied to the customer's bill for removing the meter and turning off the water.

## 5. Restoration of Service

A charge of seventy-five dollars (\$75.00) will be collected from a customer when water service or private fire service is restored after being shut off for non-payment of a Utility bill, fraudulent use, or for any other reason specified in this tariff.

Restoration of service "after normal work hours" will be collected from a customer at a charge of two hundred twenty-five dollars (\$225.00).

## 6. Repairs to Frozen Meters

The Customer shall be charged the full costs of repairing a frozen meter located on his premises, but in no case shall such charge be less than one hundred seventy dollars (\$170.00) for each repair.
7. Collection of Delinquent Bills

A charge of fifty dollars (\$50.00) will be collected from a customer whenever a Utility agent makes collection at a customer's premises for a delinquent bill.
8. Bad Checks

A charge of thirty dollars (\$30.00) shall be applied to a customer's bill whenever the Utility receive a check which is not immediately cleared for deposit by the Utility's financial institution.
9. Testing of Backflow Prevention Devices

A charge shall be applied to a customer's bill for each test conducted by the Utility of the customer's backflow prevention device as follows:

| PVB | $\$ 30.00$ |
| :--- | :--- |
| RPZ | $\$ 75.00$ |
| DCVA | $\$ 75.00$ |

10. Hydrants or Other Temporary Service
(a) The charge for water supplied from the connection in the Utility yard on Lincoln Street or from a hydrant shall be applied as follows:

## $\$ 3.00$ per 1,000 gallons

In addition, a $\$ 25.00$ per load processing charge shall be added to the cost for each load of water taken regardless of the volume.
(b) The charges for use of any hydrant or other temporary water source shall be as follows:
(1) Application Fee \$ 15.00
(2) Adapter deposit (excluding pool filling):

| (i) | Hydrant meter | $\$ 1,500.00$ |
| :--- | :--- | :--- |
| (ii) | $21 / 2$ inch adapter | $\$ 5250.00$ |
| (iii) | $3 / 4$ inch adapter | $\$$ |

(3) Adapter Installation or Removal During Normal Working Hours
(i) All adapters and hydrant meter
\$ 30.00
(4) Per diem charges for unmetered use
(i) $3 / 4$ inch adapter $\$ 15.00$
(ii) $2 \frac{1}{2}$ inch adapter $\$ 45.00$
(iii) Hydrant meter \$ 20.00 plus water used
(iv) Water for any other use: the Utility may enter an agreement based on prevailing rates.
(c) Hydrant Flow Test \$200.00
11. Main Extension Charges
(a) Application fee for main installation
$\$ 200.00$
(b) Administrative fee for non-participating abutters
of property under assessment requesting
connection to a main pipe previously installed unless covered by specific contract terms and conditions.
$\$ 150.00$

## 12. Connection of Service Pipe to a Main Extension

(A) The following connection charges shall be paid at the time of service application by all customers. The charges, as specified below, shall be based upon the size of the service pipe and meter to be installed.
(1) The cost of service pipe installation, including labor, material, equipment and overhead expenses. A deposit reflecting such estimated cost shall be paid at the time of service application and any difference shall be refunded to the customer or billed by the Utility.
(2) A charge for installation of the meter are as follows:

| Meter Size | Charge |  | Frozen |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
| $5 / 8 \times 3 / 4$ inch | $\$ 280.00$ |  | $\$ 170.00$ |
| $3 / 4$ inch | $\$ 340.00$ |  | $\$ 230.00$ |
| 1 inch | $\$ 400.00$ | $\$ 300.00$ |  |
| $11 / 2$ inch | $\$ 1,140.00$ | $\$ 30.00$ |  |
| 2 inch | $\$ 1,270.00$ |  | $\$ 770.00$ |
| $>2$ inch | AT COST | AT COST |  |

For meters larger than 2 inches, the charge shall equal the cost of the meter and the cost of installation of the meter.
(3) For meter interface units, meter horns and check valves, the charge shall equal the cost of the equipment plus $10 \%$ markup.

Manchester Water Works
Rules and Regulations
Manchester Water Works
Page 31
Rules and Regulations
(4) A building charge, representing the cost of water used for a billing period during construction prior to meter installation, as follows:

| Meter Size | Charge |
| :--- | :--- |
| $5 / 8 \times 3 / 4$ inch | $\$ 45.00$ |
| $3 / 4$ inch | $\$ 65.00$ |
| 1 inch | $\$ 105.00$ |
| $11 / 2$ inch | $\$ 210.00$ |
| 2 inch | $\$ 340.00$ |
| $>2$ inch | $\$ 500.00$ |

## 13. Miscellaneous Charges

The following charges shall be applied by the Utility for services rendered:
(a) Final billing on ownership change
\$ 30.00
Final meter reading charge for ownership change
\$ 30.00
Reversal of final bill (in event of change to closing)
\$ 30.00
(b) Home inspections - leaks for unaccounted water during Utility's regular working hours (No charge for first visit within the calendar year)
\$ 30.00
(c) Emergency request by customer to turn on or shut off water service outside the Utility's regular working hours \$ 225.00
(d) Customer requested meter test \$ 50.00 If meter found to over-register by more than $3 \%$ or under-register per PUC 605-03(d)
NO COST
(e) Duplicate bill fee \$ 30.00
(f) Special request fee (i.e. payment history for tax prep)
\$ 15.00
(g) Check by phone processing charge
\$ 5.00
(h) Liens -administrative fee
\$ 30.00
Liens - Recording fee
\$ 12.50
Liens - Discharge fee
\$ 17.50
(i) Reading - irrigation water meters - cost per reading $\$ 2.50$
(j) Photocopying - plans - per sheet \$ 3.00
(k) $\quad 2^{\text {nd }}$ no show (once the technician leaves the property)
\$ 30.00

Manchester Water Works
Rules and Regulations
(n) Water samples:

|  | Method Used | Price | Container | Turnaround <br> Time (normal) |
| :---: | :---: | :---: | :---: | :---: |
| Metals: |  |  |  |  |
| By Furnace | SM 3113 B | \$12/sample | 1L Plastic | 7-14 days |
| By Flame | SM 3111 B | \$12/sample | 1L Plastic | 7-14 days |
| Inorganics and others: |  |  |  |  |
| pH | SM $4500 \mathrm{H}+\mathrm{B}$ | \$7/sample | P or G | 2 days |
| Anions (Nitrate | HACH methods | \$7/each | P or G | 5-10 days |
| Nitrite, 0-phosphate, |  |  |  |  |
| Conductivity | SM 2510 B | \$7/sample | P or G | 2 days |
| Turbidity | SM 2310 B | \$10/sample | P or G | 2 days |
| Color | HACH Method | \$7/sample | P or G | 2 days |
| Alkalinity | HACH Method | \$13/sample | P or G | 5-10 days |
| Hardness, T | HACH Method | \$13/sample | P or G | 5-10 days |
| Hardness, Ca | HACH Method | \$13/sample | P or G | 5-10 days |
| Residual Cl 2 | HACH Method | \$7/each | P or G | On-site |
| Mono \& NH3 | HACH Method | \$10/sample | P or G | On-site |
| UV-254 | HACH Method | \$7/sample | P or G | 5-10 days |
| Fluoride | HACH 8029 | \$10/sample | P | 5-10 days |
| Microbiology: |  |  |  |  |
| Colilert P/A | SM 9223 + UV | \$13/sample | Sterile bottle | 2 days |
| 100 mls |  |  |  |  |
| 18 Hour P/A | SM 9223 + UV | \$13/sample | Sterile bottle 100 mls | 2 days |
| Colilert MPN | SM 9223 MPN | \$20/sample | Sterile bottle 100 mls | 2 days |
| Standard Plate Count | SM 9215 B | \$15/sample | Sterile container | 3 days |
| Carbon analysis: |  |  |  |  |
| Apparent Density |  | \$55/sample | Plastic | 14-21 days |
| lodine Number |  | \$125/single | P | 14-21 days |
| Ash |  | \$30/sample |  | 14-21 days |

## 14. Service Disconnection

Upon request by the customer for termination of service, the Utility shall, in its sole discretion, determine if the disconnection poses risk or liability to either the Utility or the public. If it determines risk or liability is possible, the Utility may, at the Customer's expense, take such actions as may be appropriate to reduce the risk or liability.

## MERRIMACK SOURCE DEVELOPMENT CHARGE

RATE SCHEDULE - "MSDC"

## CHARACTER OF SERVICE

The Merrimack Source Development Charge ("MSDC") is assessed in accordance with RSA 38:27 and RSA 38:28 for the purpose of constructing, acquiring, improving, enlarging and/or operating the Manchester Water Works' system. Specifically, all funds collected from the Charge will be utilized to develop the Merrimack River as an additional source of supply for the Water Works.

## RATES

The one-time charge will be based on the size of the water meter that is required to meet flow requirements at the installation.

| Meter Size | $\frac{\text { MSD }}{C H A R G E}$ |
| :---: | :---: |
| Meter Size |  |
| 5/8" | \$1,157 |
| 3/4" | \$2,256 |
| $1{ }^{\prime \prime}$ | \$3,321 |
| 1112" | \$8,712 |
| 2" | \$15,388 |

For installations $3^{\prime \prime}$ and larger, the charge will be $\$ 3.90$ per gallon, per day. The flow, gallons/day, will be determined by the Utility. For installations where an oversized meter is necessary due to pressure considerations, the charge will be based on the size of the meter required under normal pressure conditions, as determined by the Utility. In accordance with the financial plan adopted by the Utility, the MSDC shall be increased $3 \%$ annually effective each January $1^{\text {st }}$.

## TERMS:

Bills for this service shall be rendered in advance and payment shall be received before main and services are installed.

## WATER USE RESTRICTIONS AND PENALTIES

The following penalties for violations of water use restrictions are applicable only during a severe drought or other water supply shortage during a declared Emergency or Disaster by the Board of Water Commissioners of the Manchester Water Works. Once declared, the need for continuation of such restrictions shall be reviewed monthly by the utility and notice of which shall be published in the Manchester Union Leader. The primary purpose of such declaration and issuing penalties by the Board of Water Commissioners shall be to protect, preserve and maintain the public health, safety and welfare of the customers and communities served.

## Declared Emergency -

 Level IIIAfter continued violation of restriction confirmed by Manchester Water Works following written warning, the customer shall be assessed a penalty in the amount of $\$ 50.00$ /day. Continued violations shall result in service termination in accordance with Commission Rules.

Declared Disaster Level IV

After confirmation by Manchester Water Works of violation of restriction, the customer shall be assessed a penalty in the amount of $\$ 100.00 /$ day and service shall be immediately terminated in accordance with Commission Rules.

Restrictions that include but shall not be limited or restricted to which may be imposed by the Board of Water Commissioners depending on the drought severity are lawn irrigation, curbside vehicle washing, pool filling, hosing of hard surfaces and use of water from public or private hydrants for non-emergency purposes.

## FRONT FOOT CHARGE

The front foot charge shall be used in conjunction with Article 14 for all Main Pipe Extensions. The charge shall be adjusted annually utilizing the previous December ENR Construction Cost Index.

December 2020
ENR/CCI

| Pennichuck East U DW21-022 | Pennichuck East U |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Attachment DOE 1-5 10/28/2021 |  |  |  |  |  |  |  |  |  |  |
|  |  | Libor Rate Advances |  |  |  |  |  |  |  |  |
| Day of Week | Date | Beginning Balance Availability | Advances | Payments | Total Amount Borrowed | Total Borrowed All Advances | Ending Balance Availability | Rate <br> CoBank Weekly | Interest Expense |  |
| Monday | 09/27/21 | 1,828,695.46 | - | - | 1,171,304.85 | 1,171,304.85 | 1,828,695.46 | 2.09000\% | 68.00 |  |
| Tuesday | 09/28/19 | 1,828,695.46 | - | - | 1,171,304.54 | 1,171,304.54 | 1,828,695.46 | 2.09000\% | 68.00 |  |
| Wednesday | 09/29/19 | 1,828,995.46 | - | 1,135,409.00 | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 | Proceeds from 9/29/2021 CoBank closing. |
| Thursday | 09/30/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Friday | 10/01/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Saturday | 10/02/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Sunday | 10/03/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Monday | 10/04/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Tuesday | 10/05/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Wednesday | 10/06/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Thursday | 10/07/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Friday | 10/08/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Saturday | 10/09/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Sunday | 10/10/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Monday | 10/11/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Tuesday | 10/12/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Wednesday | 10/13/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Thursday | 10/14/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Friday | 10/15/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Saturday | 10/16/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Sunday | 10/17/19 | 2,964,104.46 | - | - | 35,895.54 | 35,895.54 | 2,964,104.46 | 2.09000\% | 2.08 |  |
| Monday | 10/18/19 | 2,964,104.46 | 428,136.33 | 35,895.54 | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 | \$35,895.54 paid off with 0.1 DSRR monies. Reflect interest accumulated |
| Tuesday | 10/19/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 | over previous year. |
| Wednesday | 10/20/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Thursday | 10/21/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Friday | 10/22/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Saturday | 10/23/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Sunday | 10/24/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Monday | 10/25/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Tuesday | 10/26/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Wednesday | 10/27/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Thursday | 10/28/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Friday | 10/29/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Saturday | 10/30/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Sunday | 10/31/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Monday | 11/01/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Tuesday | 11/02/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Wednesday | 11/03/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Thursday | 11/04/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Friday | 11/05/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Saturday | 11/06/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Sunday | 11/07/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Monday | 11/08/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Tuesday | 11/09/19 | 2,571,863.67 | - |  | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Wednesday | 11/10/19 | 2,571,863.67 | - |  | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Thursday | 11/11/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Friday | 11/12/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Saturday | 11/13/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Sunday | 11/14/19 | 2,571,863.67 | - | - | 428,136.33 | 428,136.33 | 2,571,863.67 | 2.09000\% | 24.86 |  |
| Monday | 11/15/19 | 2,571,863.67 | 150,000.00 | - | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |  |


| Day of Week | Date | Beginning <br> Balance Availability | Lioor Rate Advances |  |  | Total Borrowed All Advances | Ending Balance -Availability | $\underset{\text { Rate }}{\text { CoBank Weekly }}$ | Interest Expense |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Advances | Payments | Total Amount Borrowed |  |  |  |  |
| Tuesday | 11/16/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 3.56 |
| Wednesday | 11/17/19 | 2,421,863.67 | - | - | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Thursday | 11/18/19 | 2,421,863.67 | - | - | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Friday | 11/19/19 | 2,421,863.67 | - | - | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Saturday | 11/20/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.5 |
| Sunday | 11/21/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.5 |
| Monday | 11/22/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 3.56 |
| Tuesday | 11/23/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Wednesday | 11/24/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Thursday | 11/25/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Friday | 11/26/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.0900\%\% | 33.56 |
| Saturday | 11/27/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Sunday | 11/28/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Monday | 11/29/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Tuesday | 11/30/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Wednesday | 12/01/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Thursday | 12/02/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Friday | 12/03/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Saturday | 12/04/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Sunday | 12/05/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Monday | 12/06/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Tuesday | 12/07/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Wednesday | 12/08/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Thursday | 12/09/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.0900\%\% | 33.56 |
| Friday | 12/10/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Saturday | 12/11/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.5 |
| Sunday | 12/12/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.5 |
| Monday | 12/13/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.5 |
| Tuesday | 12/14/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.5 |
| Wednesday | 12/15/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.0900\%\% | 33.56 |
| Thursday | 12/16/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Friday | 12/17/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Saturday | 12/18/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Sunday | 12/19/19 | 2,421,863.67 | - |  | 578,136.33 | 578,136.33 | 2,421,863.67 | 2.09000\% | 33.56 |
| Monday | 12/20/19 | 2,421,863.67 | 150,000.00 |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Tuesday | 12/21/19 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Wednesday | 12/22/19 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Thursday | 12/23/19 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Friday | 12/24/19 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Saturday | 12/25/19 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.0900\%\% | 42.27 |
| Sunday | 12/26/19 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Monday | 12/27/19 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Tuesday | 12/28/19 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.0900\% | 42.27 |
| Wednesday | 12/29/19 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Thursday | 12/30/19 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Friday | 12/31/19 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Saturday | 01/01/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Sunday | 01/02/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Monday | 01/03/20 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.0900\%\% | 42.27 |
| Tuesday | 01/04/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Wednesday | 01/05/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Thursday | 01/06/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Friday | 01/07/20 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |


| 10/28/2021 |  | Libor Rate Advances |  |  |  |  |  |  | Interest Expense |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Day of Week | Date | Beginning Balance Availability | Advances | Payments | Total Amount Borrowed | Total Borrowed All Advances | Ending Balance Availability | $\underset{\text { Rate }}{\text { CoBank Weekly }}$ |  |
| Saturday | 01/08/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Sunday | 01/09/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Monday | 01/10/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Tuesday | 01/11/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Wednesday | 01/12/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Thursday | 01/13/20 | 2,271,863.67 | - |  | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Friday | 01/14/20 | 2,271,863.67 | - | - | 728,136.33 | 728,136.33 | 2,271,863.67 | 2.09000\% | 42.27 |
| Saturday | 01/15/20 | 2,271,863.67 | 201,220.00 |  | 929,366.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Sunday | 01/16/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Monday | 01/17/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Tuesday | 01/18/20 | 2,070,643.67 | - |  | 929,366.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Wednesday | 01/19/20 | 2,070,643.67 | - |  | 929,366.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Thursday | 01/20/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Friday | 01/21/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Saturday | 01/22/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Sunday | 01/23/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Monday | 01/24/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Tuesday | 01/25/20 | 2,070,643.67 | - | - | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Wednesday | 01/26/20 | 2,070,643.67 | - | - | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Thursday | 01/27/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Friday | 01/28/20 | 2,070,643.67 | - | - | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Saturday | 01/29/20 | 2,070,643.67 | - | - | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Sunday | 01/30/20 | 2,070,643.67 | - |  | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
| Monday | 01/31/20 | 2,070,643.67 | - | - | 929,356.33 | 929,356.33 | 2,070,643.67 | 2.09000\% | 53.95 |
|  |  |  |  |  |  | Total Projecte | PEU FALOC interes | ough 1/31/2022- | 3,886.85 |
|  |  |  |  |  |  | Project | d PEU FALOC inter | February 2022 - | 1,510.60 |
|  |  |  |  |  |  | Proj | cted PEU FALOC int | for March 2022 - | 1,672.45 |
|  |  |  |  |  |  |  | jected PEU FALOC i | t for April 2022 - | 1,618.50 |
|  |  |  |  |  |  |  | jected PEU FALOC | st for May 2022 - | 1,672.45 |
|  |  |  |  |  |  |  | jected PEU FALOC i | st for June 2022 - | 1,618.50 |
|  |  |  |  |  |  |  | jeected PEU FALOC | est for July 2022 - | 1,672.45 |
|  |  |  |  |  |  | I Projected PEU FA | OC interest on 202 | plant additions - | 13,651.80 |


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