

NHPUC No. 1  
Mill Brook Village Water System  
Tariff  
For Water Service  
in  
a portion of the Town of Thornton, N.H.

Issued: January 14, 2015

Effective: January 1, 2015

Issued by: James Ingram

Title: Declarant

A handwritten signature in black ink, appearing to read 'James Ingram', is written over the printed name and title.

Authorized by NHPUC Order No. 25,754 in Docket DW14-176, dated 1/14/15.

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## **Description of Service Area**

All residential lots and condominiums located in Mill Brook Village, Brookside Hollow and The Falls at Mill Brook subdivisions in the Town of Thornton, N.H. A copy of the Franchise Map is on file at the New Hampshire Public Utilities Commission.

## **Terms and Conditions**

### **1. Customers**

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

"Customer" means any person, firm, partnership, corporation, cooperative marketing association, tenant, governmental unit, or a subdivision of a municipality, or the State of NH, who has contracted for water service from Mill Brook Village Water System.

### **2. Arrangements for Service**

Application for service shall be made by the prospective owner of a residential dwelling in the Service Area at the time the prospective owner executes a Purchase and Sale Agreement for the unit, in accordance with PUC 1203.01. Application for service shall be made by any tenant of an owner of a residential dwelling in the Service Area at the commencement of the tenancy. The rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provision of this Tariff applicable to such service.

### **3. Service Pipe**

(a) *Company Facilities.* The Company shall be the Owner of all mains and other facilities not expressly defined as being Customer Facilities in paragraph (b) herein below. The Company Facilities shall include, but not necessarily be limited to, all distribution mains within the limits of the public or private roadways, and all wells, pumps and pumping facilities related thereto.

(b) *Customer Facilities.* The Customer shall own any piping located on their property after the exit side of the curb stop (Stop to End). All piping and fixtures within the home shall be maintained by the customer in good repair, free from leaks and protected against freezing at the customer's expense. Failure to do so as soon as possible after a problem is detected may result in service discontinuance. The Company reserves the right to install water meters in the Customer's facility. The meter will be owned by the Company.

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#### **4. Right of Access**

As a condition of water service, any authorized Company representative shall be permitted access to customer's premises upon reasonable notice, under the circumstances, to inspect or repair any utility property used to supply water.

#### **5. Tampering**

All gates, valves, shutoffs, curb stops, water meters or other installation or equipment of the Company shall not be opened, closed or tampered with in any way by any person other than an authorized employee/contractor of the Company.

#### **6. Restricted Use**

When necessary to conserve supply, the Company may restrict the use of hand hoses, lawn sprinklers, above or underground irrigation systems, and other non-essential water consuming equipment, including swimming pools.

#### **7. Company Liability**

The Company will not be responsible for any loss, cost, damage or expense caused by shut offs in the mains or service pipes, because of shortage of supply, setting, or removing meters, repairs, construction, or for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs, or standpipes, or the opening or closing of any gates, valves, or hydrants, or any other reasons beyond the control of the Company. Notice of shut off will be given when practicable; however, nothing in this rule shall be construed as requiring the giving of such notice. Under no circumstances will the Company be responsible for consequential damages, such as economic loss, caused by system malfunction or interrupt of service.

#### **8. Payment for Service**

(a) *Bills.* All Customers will be billed quarterly in arrears for services rendered in accordance with the rate schedule. Bill for service will be issued quarterly in accordance with the terms of payment specified in the appropriate rate schedule and are due and payable upon presentation. Bills not paid within thirty days (30) days from the invoice date shall bear interest at the rate of one percent per month until payment is received by the Company. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.

(b) *Penalty for Bad Checks.* Whenever a check or draft presented for payment is not accepted by the institution on which it is written, the Company will impose a charge equal to that of the bank processing fee.

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(c) *Deposits.* The Company may require a deposit equal to one quarter of service as defined in section 1203.03 of the NHPUC's code of administrative rules. Deposits shall be maintained in accordance with the rules of the NHPUC.

(d) *Disconnections.*

A. Disconnection With Notice.

1. Service may be disconnected, with appropriate notice, for nonpayment of a bill subject to the regulations of the Public Utilities Commission found in PUC 1203.11 for the following reasons:
  - a. The customer has failed to pay within thirty days following the postmarked date of any proper undisputed bill or deposit request;
  - b. The customer has failed to abide by the terms of a payment agreement made with the Company;
  - c. The customer refuses to give reasonable access to his or her premises for necessary inspection of Company property; and
  - d. The Public Utilities Commission orders the disconnection.
2. Notice may be sent not less than thirty days after postmark date of the original bill. Written notice of the Company's intent to disconnect shall be postmarked at least fourteen days in advance of the date of disconnect.
3. Service shall be disconnected only between the hours of 8:00 a.m. to 3:30 p.m. Monday through Thursday, but not preceding a day on which the Company's business office will be closed.
  - a. Prior to disconnection, the Company employee disconnecting the service shall notify an adult occupant of the premises or leave a note if no adult is present. The note shall contain the procedure to have service re-established.
  - b. The Company employee disconnecting the service shall accept payment in full of the bill tendered prior to commencing the disconnection to prevent disconnection. In such event, the employee shall give a receipt and leave the service intact. The customer shall pay the Company for reconnection in the amount of the rate charged by the system operator, as set forth in Section 9(b).

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- c. The Company will restore service promptly upon the customer's request when the cause for disconnection has been removed and the customer has paid a reconnection fee of an amount equal to the Company's normal service charge, as set forth in Section 9(b).
4. When a customer cannot pay a bill in full, the Company shall continue to serve the customer if the customer pays a reasonable portion, at least 25%, of the outstanding bill in reasonable installments and to pay all future bills within thirty days following the postmarked date of the bill.
5. Customer Appeals: If a customer disputes a bill, the customer must request a conference with the Company prior to the date of disconnect. The appeals process shall comply with the procedures prescribed by the Public Utilities Commission.
6. Medical Emergency: No service will be disconnected when the Company is advised that a medical emergency exists at the location or would result from the disconnection, in accordance with procedures set forth in Commission Rule PUC 1205.

B. Disconnection Without Notice.

Service may be disconnected without notice for any one of the following reasons:

1. Willful waste of water;
2. Tampering with Company property;
3. Vacancy or abandonment of premises;
4. Cross-connecting the Company's service with any other supply source;
5. Violation of restricted use rules properly made by the Company;
6. The customer has obtained utility service in an unauthorized manner or used utility service fraudulently;
7. A condition dangerous to the health, safety or utility service of others exists;

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

These requirements shall not impose a duty on Company to know of any dangerous condition, or to insure against any such condition.

(e) *Lien*. If the Company receives a favorable judgment from the small claims court, and the bill remains unpaid, the Company may add an administrative fee \$40.00/hr for time incurred by the Company to place a lien on the property. In addition, filing fees and other fees and expenses will be added to the Customer's account.

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

**9. Miscellaneous Charges**

(a) *Cost of Collections*. In the event a customer fails to make payment to Company, and Company incurs expense in its effort to collect payment, the Company's reasonable costs of collection, including, but not limited to, attorney's fees, court fees, sheriff's fees, witness fees, and administrative fees, shall be payable by customer to Company and shall be added to the customer's account.

(b) *Service Calls*. There will be a charge for any and all service calls that occur due to no lack of reasonable care on the part of the Company. Effective until further notice, the hourly charge, not including materials, equipment use, or transportation, will be as follows:

During regular working hours: \$40.00/Hr

Off regular hours and weekends: \$80.00/Hr

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Mill Brook Village Water System

**RATE SCHEDULE**

**SERVICE CLASS:**

Residential Service only.

**AVAILABILITY:**

This schedule is applicable to each unit of residential real estate in the Service Area which is connected to the Company's facilities. This rate is available to unit owners who are customers. All residential lots or condominiums located in Mill Brook Village, Brookside Hollow or The Falls at Mill Brook subdivisions are required to be connected to the community water system as per their Association Documents and recorded subdivision plans.

**CHARACTER OF SERVICE:**

The Company is responsible for the supplying and transporting of water to each customer, subject to the Terms and Conditions of this tariff.

**RATE:**

\$620.21 per year billed (\$155.05 per quarter).

**TERMS OF PAYMENT:**

Bills under this Rate Schedule are rendered quarterly in arrears on the first day of the quarter (or as soon thereafter as is practicable) following the quarter. The bills are due and payable upon presentation. Bills not paid within thirty (30) days from the postmarked date shall bear interest at the rate of one percent per month until payment is received by the Company.

**MINIMUM CHARGE**

One quarterly payment.

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