Superseding Original Page 31

TERMS AND CONDITIONS, cont.

20. APPLICATION FOR SERVICE

- A. Application for water service may be made by the owner or his agent. Whether or not a signed application for service is made by the Customer and accepted by the Company, the rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service. The Company may refuse to render service:
 - 1. Where the applicant fails to make any deposit or to execute any agreement as is required by the provisions of Section 1, 3, and 35 of this Tariff.
 - 2. In any other case where the estimated revenue from the applicant is expected to be insufficient to warrant the Company making the investment necessary to supply the desired service under the applicable rate and the applicant refuses to negotiate an equitable agreement for the desired service, which agreement would usually require a contribution from the applicant for the capital cost of construction to render the desired service.

21. SERVICE PIPE

A. Location

- 1. Service pipe connections normally will be made only from the street which is the legal address of the premises served.
- B. Installation, Ownership and Maintenance of Residential and Commercial Services Less Than or Equal to 2 Inch Size Meters
 - 1. Main-to-Stop:
 - a. For Single-Family Residential Owners All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop"), shall be installed, owned and maintained by the utility.
 - b. For Developers Main-to-Stop portion of a service pipe requested to provide service to a prospective housing development or for other purposes of a speculative nature, as determined by the Company, will be treated as a "developer" main-to-stop. All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop"), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall, at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments. Thereafter, the main-to-stop shall be owned and maintained by the utility.

NHPUC NO. 6 WATER PENNICHUCK WATER WORKS, INC.

Original Page 31A

Issued: February 27, 2017 Issued by: Donald L. Ware

Effective: March 30, 2017 Title: Chief Operating Officer

Authorized in Docket No. DW 17-031, dated March 30,2017

TERMS AND CONDITIONS, cont.

2. Stop-to-End

- a. The Stop-to-End is from the limits of the highway to the premises served. The property owner is responsible for the ownership of the stop-to-end portion of the service pipe. The ownership includes all underground pipe, the portion of the pipe before the meter, service valve and copperhorn.
- b. The <u>Stop-to-End portion of the</u> service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to the Company's "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer at the time of application, a service connection fee_will be charged by the Company, as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, and inspection.
- 3. The utility reserves the right to refuse water service to any location until such time as the utility shall decide that there is sufficient progress to show that the building will be completed and occupied.
- 4. On future installations, or re-installations, of service lines, only one customer will be supplied through one service pipe. Where more than one customer is now supplied through one service pipe and under control of one curb-cock, any violation of the rules of the Company by either or any of the customers so supplied shall be deemed a violation by all. The Company may take such action as could be taken against a single customer, except that such action shall not be taken until the innocent customer who is not in violation of the Company's rules has been given a reasonable opportunity to attach his pipe to a separately controlled service connection.
- C. Installation, Ownership and Maintenance Commercial/Industrial Services Larger Than 3 Inch Size Meters
 - 1. Main-to-Stop:

a. The service pipe from the main to the shut off valve (the "Main-to-Stop"), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall, at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments. Thereafter, the main-to-stop shall be owned and maintained by the utility.

2. Stop-to-End:

a. From the shut off valve to the premises served (the "Stop-to-End"): The Stop-to-End portion of the service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to the Company's "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer at the

time of application, a service connection fee will be charged by the Company, as set forth in this tariff's rate schedules to recover the costs of engineering, administration and inspection.

PENNICHUCK WATER WORKS, INC.

TERMS AND CONDITIONS, cont.

35. MAIN PIPE EXTENSIONS

- A. General Terms: Main pipe extensions will be made upon petition of prospective Customers, subject to the following general terms and conditions:
 - 1. Generally, main pipe extensions shall be located within highways or streets which have been laid out, with lines and grades established, at least rough-graded, and approved for acceptance by, or previously accepted by, the municipality. In addition, an extension may be made on private property at the discretion of the Company if:
 - Access along a public highway or street is not feasible or cost effective or consistent with further development of the Company's water system as reflected in the Company's long range transmission and distribution system plans, and;
 - b. The prospective Customer provides, without expense or cost to the Company, the necessary permits, consents, and easements providing suitable legal rights for the construction, maintenance, repair, replacement and operation of pipelines, and equipment including the right to excavate whenever necessary.
 - 2. Main pipe extensions shall typically be installed by the Company or its authorized representative in accordance with the specifications in (6) below and under the inspection of the Company or its authorized representative. The main extension shall become the property of the Company upon completion of the main extension in accordance with the Company specifications. The customer shall pay the Company a fee in accordance the schedule of Miscellaneous Utility Service Fees in this tariff to cover the cost of the Company completing the engineering, inspection, and as-builts of the main pipe extension and state and federal taxes on Contributions in Aid of Construction (CIAC) payments. The customer is responsible for providing a topographic/physical evidence survey to the Company, at no cost to the Company, over the area where the main extension line will be installed. The survey shall be completed by a land surveyor licensed by the State of New Hampshire. The survey shall be transmitted to the Company in an electronic format acceptable to the Company.
 - 3. In all cases, the size and material of the pipe shall be determined by the Company in accordance with conditions surrounding the extension, including the possibility of future expansion and fire protection. Normally, main pipe extensions shall be made with ductile iron pipe of 8" inside diameter. If in the sole discretion of the Company a pipe larger or smaller than 8" in diameter and/or of different material than ductile iron is required or sufficient, the Company may require the installation of such larger or smaller pipe and/or different material pipe provided that if a larger size is required by the Company for reasons other than the sufficiency of service to the Customer (i.e. in anticipation of future development), the Company shall pay the costs in excess of the costs of 8" pipe.

TERMS AND CONDITIONS, cont.

- 4. Unless expressly otherwise provided below, if the Company is installing the main pipe extension, the Customer shall pay in advance ("Initial Customer Advance") the estimated construction cost which shall be based on the average cost of similar pipe (generally 8" ductile iron) installed during the previous year plus 10%. Additionally, the customer shall pay the Company a fee in accordance the schedule of Miscellaneous Utility Service Fees in this tariff to cover the cost of the Company completing the engineering, inspection and as-builts of the main pipe extension as well as the additional state and federal taxes on Contributions in Aid of Construction (CIAC) payments or the CIAC value created by the contribution of customer constructed facilities contributed to the Company. Where it is anticipated that abnormal costs will be encountered, the Initial Customer Advance will be based on 150% of the previous yearly average. The Initial Customer Advance will be adjusted to the actual cost, when the actual costs are known ("Customer Advance"). The construction cost referred to above shall include mains, and related appurtenances, and such fire hydrants as may be required by the municipality or the Company. Where applicable, construction cost will also include permits, ledge removal, disinfection, pressure testing, corrections, insurance, bonds and paving.
- 5. Special contracts will be negotiated whenever in the opinion of the Company this regular extension tariff should not be used or is not feasible or economical. Each special contract shall be submitted to the Commission for approval.
- 6. All main pipe extensions will comply with the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Pittsfield Aqueduct Company, Inc. and Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations," and with the specifications and standards of PUC 606.01-.02. The referenced technical specifications can be found on the Company's website, www.pennichuck.com under the engineering tab or can be obtained by contacting the Company's Engineering Department at 603-882-5191.
- 7. No interest shall be paid by the Company on any amount credited or refunded pursuant to the General Terms set forth above and the Specific Terms set forth below.
- B. Specific Terms regarding Credits and Refunds
 - 1. For each Customer served from the main pipe extension at the regular filed and published tariff rates including the Customer Advance provisions of Section 35, Paragraph A.4. above, the Company will credit or refund to the original Customer a portion of the Customer Advance (if installed by the Company) or a portion of the installation cost of the main pipe extension (if installed by the Customer) in an amount computed by capitalizing the projected net operating income from such Customer in accordance with Paragraph B.2. below. For the purpose of this Paragraph B, each service connection of a permanent nature will be considered as one Customer.
 - 2. Projected revenue will be based on historical usage of a typical comparable Customer. The refund to the original Customer as a result of the connection of the original or any additional Customer will be in an amount equal to one (1) times the estimated annual water revenues to be realized from each such Customer served from the main pipe extension.

Issued: February 27, 2017 Effective: March 30, 2017

Authorized in Docket No. DW 17-031, dated March 30, 2017

Issued by: Donald L. Ware Title: Chief Operating Officer

PENNICHUCK WATER WORKS, INC.

Superseding Original-First Revised Page 46

RATE SCHEDULES

MISCELLANEOUS UTILITY SERVICE FEES

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

Type of Se	ervice	Amount	
A.	Initiation of Service	\$20.00	
В.	Service Pipe Connection	\$160.00	
C.	Service Connection and Disconnection of water service; Collection Charge During Regular Hours Non-Regular Hours	\$46.00 \$63.00	
D.	Returned check fee - Administrative Cost	\$15.00	
E,	Inspection Fee of Main Pipe Extensions	\$3.00 per foot	
F.	As of January 1, 2018, new customers in water systems served with water purchased from Manchester Water Works will be charged Manchester Water Works' Merrimack Source Development Charge (MSDC) in effect at the time of the new service request. The MSDC rates are posted on the N.H. PUC's website at: http://www.puc.state.nh.us as well as the Manchester Water Works website at: http://www.manchesternh.gov/Departments/Water-Works/Rates.		
<u>G.</u>	Contributions in Aid of Construction (CIAC) par	yments Tax	
0	The formula for calculating the tax costs associated with CIAC is as follows:		
, 	Tax Cost = ((CIAC) payments/(1-Current Effect	tive Tax Rate)) – CIAC	
0	Current Effective Tax Rate = Current BPT Rate Rate * (1 – Current BPT Rate))	e + (Current Federal Tax	

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PENNICHUCK WATER WORKS, INC.

Issued: December 18, 2017

Issued by:

Donald L. Ware

Effective: January 1, 2018

Title: Chief Operating Officer

Authorized by NHPUC Order No. 26,076 Docket No. DW 17-120 dated November 17, 2017

Superseding Original Page 31

TERMS AND CONDITIONS, cont.

20. APPLICATION FOR SERVICE

- A. Application for water service may be made by the owner or his agent. Whether or not a signed application for service is made by the Customer and accepted by the Company, the rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service. The Company may refuse to render service:
 - 1. Where the applicant fails to make any deposit or to execute any agreement as is required by the provisions of Section 1, 3, and 35 of this Tariff.
 - 2. In any other case where the estimated revenue from the applicant is expected to be insufficient to warrant the Company making the investment necessary to supply the desired service under the applicable rate and the applicant refuses to negotiate an equitable agreement for the desired service, which agreement would usually require a contribution from the applicant for the capital cost of construction to render the desired service.

21. SERVICE PIPE

A. Location

- 1. Service pipe connections normally will be made only from the street which is the legal address of the premises served.
- B. Installation, Ownership and Maintenance of Residential and Commercial Services Less Than or Equal to 2 Inch Size Meters
 - 1. Main-to-Stop:
 - a. For Single-Family Residential Owners All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop"), shall be installed, owned and maintained by the utility.
 - b. For Developers Main-to-Stop portion of a service pipe requested to provide service to a prospective housing development or for other purposes of a speculative nature, as determined by the Company, will be treated as a "developer" main-to-stop. All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop"), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall. at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments. Thereafter, the main-to-stop shall be owned and maintained by the utility.

NHPUC NO. 6 WATER PENNICHUCK WATER WORKS, INC.

Original Page 31A

Issued: February 27, 2017 Issued by: Donald L. Ware

Effective: March 30, 2017 Title: Chief Operating Officer

Authorized in Docket No. DW 17-031, dated March 30,2017

TERMS AND CONDITIONS, cont.

2. Stop-to-End

- a. The Stop-to-End is from the limits of the highway to the premises served. The property owner is responsible for the ownership of the stop-to-end portion of the service pipe. The ownership includes all underground pipe, the portion of the pipe before the meter, service valve and copperhorn.
- b. The Stop-to-End portion of the service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to the Company's "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer at the time of application, a service connection fee will be charged by the Company, as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, andinspection.
- 3. The utility reserves the right to refuse water service to any location until such time as the utility shall decide that there is sufficient progress to show that the building will be completed and occupied.
- 4. On future installations, or re-installations, of service lines, only one customer will be supplied through one service pipe. Where more than one customer is now supplied through one service pipe and under control of one curb-cock, any violation of the rules of the Company by either or any of the customers so supplied shall be deemed a violation by all. The Company may take such action as could be taken against a single customer, except that such action shall not be taken until the innocent customer who is not in violation of the Company's rules has been given a reasonable opportunity to attach his pipe to a separately controlled service connection.
- C. Installation, Ownership and Maintenance Commercial/Industrial Services Larger Than 3 Inch Size Meters
 - 1. Main-to-Stop:

The service pipe from the main to the shut off valve (the "Main-to-Stop"), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall. at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments. Thereafter, the main-to-stop shall be owned and maintained by the utility.

2. Stop-to-End:

a. From the shut off valve to the premises served (the "Stop-to-End"): The Stop-to-End portion of the service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to the Company's "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer at the

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time of application, a service connection fee will be charged by the Company, as set forth in this tariff's rate schedules to recover the costs of engineering, administration and inspection.

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PENNICHUCK WATER WORKS, INC.

TERMS AND CONDITIONS, cont.

35. MAIN PIPE EXTENSIONS

- A. General Terms: Main pipe extensions will be made upon petition of prospective Customers, subject to the following general terms and conditions:
 - Generally, main pipe extensions shall be located within highways or streets which have been laid out, with lines and grades established, at least rough-graded, and approved for acceptance by, or previously accepted by, the municipality. In addition, an extension may be made on private property at the discretion of the Company if:
 - a. Access along a public highway or street is not feasible or cost effective or consistent with further development of the Company's water system as reflected in the Company's long range transmission and distribution system plans, and;
 - b. The prospective Customer provides, without expense or cost to the Company, the necessary permits, consents, and easements providing suitable legal rights for the construction, maintenance, repair, replacement and operation of pipelines, and equipment including the right to excavate whenever necessary.
 - 2. Main pipe extensions shall typically be installed by the Company or its authorized representative in accordance with the specifications in (6) below and under the inspection of the Company or its authorized representative. The main extension shall become the property of the Company upon completion of the main extension in accordance with the Company specifications. The customer shall pay the Company a fee in accordance the schedule of Miscellaneous Utility Service Fees in this tariff to cover the cost of the Company completing the engineering, inspection, as-builts of the main pipe extension and state and federal taxes on Contributions in Aid of Construction (CIAC) payments. The customer is responsible for providing a topographic/physical evidence survey to the Company, at no cost to the Company, over the area where the main extension line will be installed. The survey shall be completed by a land surveyor licensed by the State of New Hampshire. The survey shall be transmitted to the Company in an electronic format acceptable to the Company.
 - 3. In all cases, the size and material of the pipe shall be determined by the Company in accordance with conditions surrounding the extension, including the possibility of future expansion and fire protection. Normally, main pipe extensions shall be made with ductile iron pipe of 8" inside diameter. If in the sole discretion of the Company a pipe larger or smaller than 8" in diameter and/or of different material than ductile iron is required or sufficient, the Company may require the installation of such larger or smaller pipe and/or different material pipe provided that if a larger size is required by the Company for reasons other than the sufficiency of service to the Customer (i.e. in anticipation of future development), the Company shall pay the costs in excess of the costs of 8" pipe.

TERMS AND CONDITIONS, cont.

- 4. Unless expressly otherwise provided below, if the Company is installing the main pipe extension, the Customer shall pay in advance ("Initial Customer Advance") the estimated construction cost which shall be based on the average cost of similar pipe (generally 8" ductile iron) installed during the previous year plus 10%. Additionally, the customer shall pay the Company a fee in accordance the schedule of Miscellaneous Utility Service Fees in this tariff to cover the cost of the Company completing the engineering. inspection and as-builts of the main pipe extension as well as the additional state and federal taxes on Contributions in Aid of Construction (CIAC) payments or the CIAC value created by the contribution of customer constructed facilities contributed to the Company. Where it is anticipated that abnormal costs will be encountered, the Initial Customer Advance will be based on 150% of the previous yearly average. The Initial Customer Advance will be adjusted to the actual cost, when the actual costs are known ("Customer Advance"). The construction cost referred to above shall include mains, and related appurtenances, and such fire hydrants as may be required by the municipality or the Company. Where applicable, construction cost will also include permits, ledge removal, disinfection, pressure testing, corrections, insurance, bonds and paving.
- 5. Special contracts will be negotiated whenever in the opinion of the Company this regular extension tariff should not be used or is not feasible or economical. Each special contract shall be submitted to the Commission for approval.
- 6. All main pipe extensions will comply with the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Pittsfield Aqueduct Company, Inc. and Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations," and with the specifications and standards of PUC 606.01-.02. The referenced technical specifications can be found on the Company's website, www.pennichuck.com under the engineering tab or can be obtained by contacting the Company's Engineering Department at 603-882-5191.
- 7. No interest shall be paid by the Company on any amount credited or refunded pursuant to the General Terms set forth above and the Specific Terms set forth below.
- B. Specific Terms regarding Credits and Refunds
 - 1. For each Customer served from the main pipe extension at the regular filed and published tariff rates including the Customer Advance provisions of Section 35, Paragraph A.4. above, the Company will credit or refund to the original Customer a portion of the Customer Advance (if installed by the Company) or a portion of the installation cost of the main pipe extension (if installed by the Customer) in an amount computed by capitalizing the projected net operating income from such Customer in accordance with Paragraph B.2. below. For the purpose of this Paragraph B, each service connection of a permanent nature will be considered as one Customer.
 - 2. Projected revenue will be based on historical usage of a typical comparable Customer. The refund to the original Customer as a result of the connection of the original or any additional Customer will be in an amount equal to one (1) times the estimated annual water revenues to be realized from each such Customer served from the main pipe extension.

Issued: February 27, 2017 Effective: March 30, 2017

Authorized in Docket No. DW 17-031, dated March 30, 2017

Issued by: Donald L. Ware Title: Chief Operating Officer

PENNICHUCK WATER WORKS, INC.

Superseding First Revised Page 46

RATE SCHEDULES

MISCELLANEOUS UTILITY SERVICE FEES

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

Type of Se	ervice	Amount
A.	Initiation of Service	\$20.00
B.	Service Pipe Connection	\$160.00
C.	Service Connection and Disconnection of water service; Collection Charge During Regular Hours Non-Regular Hours	\$46.00 \$63.00
D.	Returned check fee - Administrative Cost	\$15.00
E.	Inspection Fee of Main Pipe Extensions	\$3.00 per foot

F. Merrimack Source Development Charge

As of January 1, 2018, new customers in water systems served with water purchased from Manchester Water Works will be charged Manchester Water Works' Merrimack Source Development Charge (MSDC) in effect at the time of the new service request. The MSDC rates are posted on the N.H. PUC's website at: http://www.puc.state.nh.us as well as the Manchester Water Works website at: http://www.manchesternh.gov/Departments/Water-Works/Rates.

G. Contributions in Aid of Construction (CIAC) payments Tax

The formula for calculating the tax costs associated with CIAC is as follows:

Tax Cost = ((CIAC) payments/(1-Current Effective Tax Rate)) – CIAC

Current Effective Tax Rate = Current BPT Rate + (Current Federal Tax Rate * (1 – Current BPT Rate))

NHPUC NO. 6 WATER Original Page 46A

PENNICHUCK WATER WORKS, INC.

Issued: December 18, 2017 Issued by:

Donald L. Ware

Effective: <u>January 1, 2018</u> Title: <u>Chief Operating Officer</u>

Authorized by NHPUC Order No. 26,076 Docket No. DW 17-120 dated November 17, 2017

Superseding Original-First Revised Page 28

TERMS AND CONDITIONS, cont.

18. APPLICATION FOR SERVICE

- A. Application for water service may be made by the owner or his agent. Whether or not a signed application for service is made by the Customer and accepted by the Company, the rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service. The Company may refuse to render service:
 - 1. Where the applicant fails to make any deposit or to execute any agreement as is required by the provisions of Section 33 of this Tariff.
 - 2. In any other case where the estimated revenue from the applicant is expected to be insufficient to warrant the Company making the investment necessary to supply the desired service under the applicable rate and the applicant refuses to negotiate an equitable agreement for the desired service, which agreement would usually require a contribution from the applicant for the capital cost of construction to render the desired service.

19. SERVICE PIPE

A. Location

- 1. Service pipe connections normally will be made only from the street which is the legal address of the premises served.
- B. Installation, Ownership and Maintenance
 - 1. Main-to-Stop:
 - a. For Single-Family Residential Owners;

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

b. For Developers and Non-Residential Customers:

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

1. All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-stop"), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall, at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph G on Page 46. Thereafter, the main-to-stop shall be owned and maintained by the utility.

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

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

Superseding Original Page 28-A

TERMS AND CONDITIONS, cont.

- 2. From the limits of the highway to the premises served (the "Stop-to-End"): The Stop-to-End portion of the service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to the Company's "Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer, at the time of application a service connection fee will be charged by the Company, as set forth in Paragraph B on Page 46 to recover the costs of engineering, administration and inspection and state and federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph G on Page 46.
- 3. The utility reserves the right to refuse water service to any location until such time as the utility shall decide that there is sufficient progress to show that the building will be completed and occupied.

Issued:	d:February 1, 1999 lss		Issued by	
			Bonalyn J. Hartley	
Effective:	March 3, 1999	Title:	Vice President, Controller	

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

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TERMS AND CONDITIONS, cont.

33. MAIN PIPE EXTENSIONS

- A. General Terms: Main pipe extensions will be made upon petition of prospective Customers, subject to the following general terms and conditions:
 - 1. Generally, main pipe extensions shall be located within highways or streets which have been laid out, with lines and grades established, at least rough-graded, and approved for acceptance by, or previously accepted by, the municipality. In addition, an extension may be made on private property at the discretion of the Company if:
 - a. Access along a public highway or street is not feasible or cost effective or consistent with further development of the Company's water system as reflected in the Company's long range transmission and distribution system plans, and;
 - b. The prospective Customer provides, without expense or cost to the Company, the necessary permits, consents, and easements providing suitable legal rights for the construction, maintenance, repair, replacement and operation of pipelines, and equipment including the right to excavate whenever necessary.
 - 2. Main pipe extensions shall be installed by the Company or its authorized representative, and shall be the property of the Company, except that main pipe extensions on private property may be installed by the Customer at the Company's option, and, if installed by the Customer on private property, may be owned by the Customer at the discretion of the Company. For extensions installed by the Customer on private property, the Company may at its discretion require an inspection of such work, in which event it will require in advance of construction payment of an Inspection Fee as set forth in Paragraph E on Page 46, to defray the Company's costs of engineering, inspection, and administration and state and federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph G on Page 46 associated with the main extension.
 - 2. In all cases, the size and material of the pipe shall be determined by the Company in accordance with conditions surrounding the extension, including the possibility of future expansion and fire protection. Normally, main pipe extensions shall be made with ductile iron pipe of 8" inside diameter. If in the sole discretion of the Company a pipe larger or smaller than 8" in diameter and/or of different material than ductile iron is required or sufficient, the Company may install such larger or smaller pipe and/or different material pipe and the cost will be based upon the size and type of the pipe installed, provided that if a larger size is required by the Company for reasons other than the sufficiency of service to the Customer (i.e. in anticipation of future development), the Company shall pay the costs in excess of the costs of 8" pipe.

Superseding Original First Revised page 36

TERMS AND CONDITIONS, cont.

- 4. Unless expressly otherwise provided below, if the Company is installing the main pipe extension the Customer shall pay in advance ("Initial Customer Advance") the estimated construction cost which shall be based on the average cost of similar pipe (generally 8" ductile iron) installed during the previous year plus 10%. Where it is anticipated that abnormal costs will be encountered, the Initial Customer Advance will be based on 150% of the previous yearly average. The Initial Customer Advance will be adjusted to the actual cost, when the actual costs are known ("Customer Advance"). Additionally, the customer shall pay the Company the additional state and federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph G on Page 46 or the CIAC value created by the contribution of customer constructed facilities contributed to the Company. The construction cost referred to above shall include mains, and related appurtenances, and such fire hydrants as may be required by the municipality or the Company. Where applicable, construction cost will also include permits, ledge removal, disinfection, pressure testing, corrections, insurance, bonds and paving.
- 5. Special contracts will be negotiated whenever in the opinion of the Company this regular extension tariff should not be used or is not feasible or economical. Each special contract shall be submitted to the Commission for approval.
- 6. All main pipe extensions will comply with the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Pittsfield Aqueduct Company, Inc., and Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations," and with the specifications and standards of PUC 606.01-.02. The referenced technical specifications can be found on the Company's website, www.pennichuck.com under the engineering tab or can be obtained contacting the Company's Engineering Department at 603-882-5181.
- No interest shall be paid by the Company on any amount credited or refunded pursuant to the General Terms set forth above and the Specific Terms set forth below.
- B. Specific Terms regarding Credits and Refunds
 - 1. For each Customer served from the main pipe extension at the regular filed and published tariff rates including the Customer Advance provisions of Section 33, Paragraph A.4. above, the Company will credit or refund to the original Customer a portion of the Customer Advance (if installed by the Company) or a portion of the installation cost of the main pipe extension (if installed by the Customer) in an amount computed by capitalizing the projected net operating income from such Customer in accordance with Paragraph B.2. below. For the purpose of this Paragraph B, each service connection of a permanent nature will be considered as one Customer.
 - 3. Projected revenue will be based on historical usage of a typical comparable Customer. The refund to the original Customer as a result of the connection of the original or any additional Customer will be in an amount equal to one (1) times the estimated annual water revenues to be realized from each such Customer served from the main pipe extension.

Issued:	February 26, 2008	Issued by	<u> </u>
		33.4	Bonalyn J. Hartley
Effective:	February 26, 2008	Title:	Vice President, Administration

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RATE SCHEDULES

MISCELLANEOUS UTILITY SERVICE FEES

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

Type of Se	ervice	Amount
A.	Initiation of Service (Section 30, Paragraph D.)	\$20.00
В.	Service Pipe Connection (Section 19, Paragraph B.,2.)	\$160.00
C.	Service Connection and Disconnection of water service; Collection Charge (Section 30, Paragraphs A. and B.) During Regular Hours Non-Regular Hours	\$46.00 \$63.00
D.	Returned check fee - Administrative Cost (Section 8, Paragraph B.,C.) (Section 30, Paragraph C., 1.)	\$15.00
E.s	Inspection Fee of Main Pipe Extensions (Section 33, Paragraph A. 2. and Paragraph C., 1., b.)	\$3.00 per foot
F	Merrimack Source Development Charge	

F. Merrimack Source Development Charge

As of January 1, 2018, new customers in water systems served with water purchased from Manchester Water Works will be charged the Manchester Water Works' Merrimack Source Development Charge (MSDC) in effect at the time of the new service request. The MSDC rates are posted on the N.H. PUC's website at: http://www.puc.state.nh.us as well as the Manchester Water Works website at: http://www.manchesternh.gov/Departments/Water-Works/Rates.

G. Contributions in Aid of Construction (CIAC) payments Tax

The formula for calculating the tax costs associated with CIAC is as follows:

Tax Cost = ((CIAC) payments/(1-Current Effective Tax Rate)) - CIAC

Current Effective Tax Rate = Current BPT Rate + (Current Federal Tax Rate * (1 – Current BPT Rate))

NHPUC NO. 1 WATER			
PENNICHUCK EAST UTILITY, INC.	Original Page 46-A		
Issued: December 18, 2017	Issued by <u>Donald L. Ware</u>		
Effective: January 1, 2018	Title: Chief Operating Officer		
Authorized by NHPUC Order No. 26,076 in Docket No. DW 17-119, dated November 17, 2017.			

Superseding First Revised Page 28

TERMS AND CONDITIONS, cont.

18. APPLICATION FOR SERVICE

- A. Application for water service may be made by the owner or his agent. Whether or not a signed application for service is made by the Customer and accepted by the Company, the rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service. The Company may refuse to render service:
 - 1. Where the applicant fails to make any deposit or to execute any agreement as is required by the provisions of Section 33 of this Tariff.
 - 2. In any other case where the estimated revenue from the applicant is expected to be insufficient to warrant the Company making the investment necessary to supply the desired service under the applicable rate and the applicant refuses to negotiate an equitable agreement for the desired service, which agreement would usually require a contribution from the applicant for the capital cost of construction to render the desired service.

19. SERVICE PIPE

A. Location

- 1. Service pipe connections normally will be made only from the street which is the legal address of the premises served.
- B. Installation, Ownership and Maintenance
 - 1. Main-to-Stop:
 - a. For Single-Family Residential Owners;

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

b. For Developers and Non-Residential Customers:

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

1. All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-stop"), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall, at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph G on Page 46. Thereafter, the main-to-stop shall be owned and maintained by the utility.

lssued:	February 1, 1999	Issued by	
	•	Bonalyn J. Hartley	
Effective:	March 3 1999	Title: Vice President, Controller	

Superseding Original Page 28-A

TERMS AND CONDITIONS, cont.

- 2. From the limits of the highway to the premises served (the "Stop-to-End"): The Stop-to-End portion of the service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to the Company's "Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer, at the time of application a service connection fee will be charged by the Company, as set forth in Paragraph B on Page 46 to recover the costs of engineering, administration and inspection and state and federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph G on Page 46.
- 3. The utility reserves the right to refuse water service to any location until such time as the utility shall decide that there is sufficient progress to show that the building will be completed and occupied.

Issued:	February 1, 1999	Issued by	
		_	Bonalyn J. Hartley
Effective:_	March 3, 1999	Title:	Vice President, Controller

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

Superseding First Revised Page 37

TERMS AND CONDITIONS, cont.

- 3. Additionally, if the main pipe extension and hydrant(s) are accepted as part of the municipal fire system, the Company will credit or refund to the original Customer an allowance allocable to fire protection. The amount allocable to fire protection will be an amount equal to one (1) times estimated annual revenue to be realized from the fire protection charge associated with the main pipe extension.
- 4. The credit or refund to the original Customer shall be made when, and if, service to a Customer is commenced, provided that no such credit or refund shall be made after five (5) years from the time that service to the original Customer is commenced from the main pipe extension.

C. System Upgrade Fees

- The Company may assess a system upgrade fee to customer(s) taking service if:
 - a. The demand created by the customer(s) connecting to the main extension(s) results in a diminution of service (pressure or volume) to the Company's existing customers; or
 - The demand created by the customer(s) connecting to the main extension(s) results in the need to construct new water facilities in order to provide adequate service (pressure or volume) to the new customers; or
 - c. The customer(s) requesting service could not have received service but for their ability to connect to Pennichuck's system where service was improved as described in Section 33(C)(2)(b) via a main extension that was made by the Company in the past ten years.
- 2. The system upgrade fee shall be calculated as follows:
 - a. The cost of the required water system improvement as described in Section 33(C)(1) shall be divided by the total number of customers who will benefit from the water system improvement. The Company shall determine the customer's pro rata share of the Fee based on the equivalent meter size as defined in the American Water Works Association Manual M-6.
 - b. If the water system improvement results in enhanced service to existing customers, the cot of the water system improvement shell be prorated between the existing cutomers and the new customers who will benefit from the water system improvement. The water system improvement will be considered to enhance service to existing customers when:

September 21, 2001	Issued by	
		Bonalyn J. Hartley
October 1, 2001	Title:	Vice President, Controller
	September 21, 2001 October 1, 2001	

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

- The fire protection to existing customers is increased from below the Insurance Services Organization (ISO) required standards to above the ISO standards.
- ii. When the pressure to existing customers is increased from below 40 psi to over 40 psi.
- iii. When the water supply to existing customers is enhanced such that the water quality is improved for either regulatory or aesthetic purposes (taste, odor or color) in response to documented problems.
- iv. When the domestic water quantity available for irrigation to existing customers is improved. The domestic water quantity available for irrigation shall be considered improved if the increased quantity results in a lessening or elimination of irrigation restrictions to existing customers.
- 3. For the purpose of this Section 33 of the Tariff, the term "customer" shall mean the person who signs the service application requesting water service for a particular property.
- 4. Notwithstanding the provisions of Section 33(C)(1), no system upgrade fee shall be assessed to the owner of an existing single family residential home that elects to connect to a water main extension for which a system upgrade fee exists.

34. WATER RESTRICTIONS

- A. The Company retains the right to establish restrictions on outside water use as required to maintain an adequate supply of potable water for domestic use. When the Company determines that restrictions on outside water use are required it will notify the affected customers through at least one of the following media:
 - 1. Mail or on-site notice
 - 2. Newspaper of local circulation
 - 3. Radio
 - 4. Television

lssued:	September 21, 2001	Issued by	1
	.	-	Bonalyn J. Hartley
Effective:_	October 1, 2001	Title:	Vice President, Controller

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

RATE SCHEDULES

MISCELLANEOUS UTILITY SERVICE FEES

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

Type of Se	ervice	Amount
A.	Initiation of Service (Section 30, Paragraph D.)	\$20.00
В.	Service Pipe Connection (Section 19, Paragraph B.,2.)	\$160.00
C.	Service Connection and Disconnection of water service; Collection Charge (Section 30, Paragraphs A. and B.) During Regular Hours Non-Regular Hours	\$46.00 \$63.00
D.	Returned check fee - Administrative Cost (Section 8, Paragraph B.,C.) (Section 30, Paragraph C., 1.)	\$15.00
E.	Inspection Fee of Main Pipe Extensions (Section 33, Paragraph A. 2. and Paragraph C., 1., b.)	\$3.00 per foot

F. Merrimack Source Development Charge

As of January 1, 2018, new customers in water systems served with water purchased from Manchester Water Works will be charged the Manchester Water Works' Merrimack Source Development Charge (MSDC) in effect at the time of the new service request. The MSDC rates are posted on the N.H. PUC's website at: http://www.puc.state.nh.us as well as the Manchester Water Works website at: http://www.manchesternh.gov/Departments/Water-Works/Rates.

G. Contributions in Aid of Construction (CIAC) payments Tax

The formula for calculating the tax costs associated with CIAC is as follows:

Tax Cost = ((CIAC) payments/(1-Current Effective Tax Rate)) – CIAC

Current Effective Tax Rate = Current BPT Rate + (Current Federal Tax Rate * (1 – Current BPT Rate))

NHPUC NO. 1 WATER

PENNICHUCK EAST UTILITY, INC.

Original Page 46-A

Issued:	December 18, 2017	Issued by_	Donald L. Ware
Effective:	January 1, 2018	Title: C	Chief Operating Officer
Authorized I	by NHPUC Order No. 26,076 in Dock	et No. DW 1	17-119, dated November 17, 2017.

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TERMS AND CONDITIONS, cont.

18. APPLICATION FOR SERVICE

- A. Application for water service may be made by the owner or his agent. Whether or not a signed application for service is made by the Customer and accepted by the Company, the rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service. The Company may refuse to render service:
 - 1. Where the applicant fails to make any deposit or to execute any agreement as is required by the provisions of Section 33 of this Tariff.
 - 2. In any other case where the estimated revenue from the applicant is expected to be insufficient to warrant the Company making the investment necessary to supply the desired service under the applicable rate and the applicant refuses to negotiate an equitable agreement for the desired service, which agreement would usually require a contribution from the applicant for the capital cost of construction to render the desired service.

19. SERVICE PIPE

A. Location

- Service pipe connections normally will be made only from the street which is the legal address
 of the premises served.
- B. Installation, Ownership and Maintenance
 - 1. Main-to-Stop:
 - a. For Single-Family Residential Owners All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop"), shall be installed, owned and maintained by the utility.
 - b. For Developers and Non-Residential Customers Main-to-Stop <u>portion of a services pipe</u> requested to provide service to a prospective housing development or for other purposes of a speculative nature, as determined by the Company, will be treated as a "developer" main-to-stop subject to terms and conditions set forth below:
 - 1. All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall, at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments. Thereafter, the main-to-stop shall be owned and maintained by the utility.

lssued:	February 1, 1999	Issued by	Bonalyn J. Hartley
Effective:	March 3, 1999	Title:	Vice President, Controller

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

Superseding Original Page 28-A

TERMS AND CONDITIONS, cont.

- 2. From the limits of the highway to the premises served (the "Stop-to-End"): The <u>Stop-to-End portion of the</u> service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer, at the time of application a service connection fee will be charged by the Company, as set forth in Paragraph B on Page 42 to recover the costs of engineering, administration and inspection.
- 3. The utility reserves the right to refuse water service to any location until such time as the utility shall decide that there is sufficient progress to show that the building will be completed and occupied.

lssued:	February 1, 1999	Issued by	Bonalyn J. Hartley
Effective:_	March 3, 1999	Title:	Vice President, Controller

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TERMS AND CONDITIONS, cont.

33. MAIN PIPE EXTENSIONS

- A. General Terms: Main pipe extensions will be made upon petition of prospective Customers, subject to the following general terms and conditions:
 - 1. Generally, main pipe extensions shall be located within highways or streets which have been laid out, with lines and grades established, at least rough-graded, and approved for acceptance by, or previously accepted by, the municipality. In addition, an extension may be made on private property at the discretion of the Company if:
 - a. Access along a public highway or street is not feasible or cost effective or consistent with further development of the Company's water system as reflected in the Company's long range transmission and distribution system plans, and;
 - b. The prospective Customer provides, without expense or cost to the Company, the necessary permits, consents, and easements providing suitable legal rights for the construction, maintenance, repair, replacement and operation of pipelines, and equipment including the right to excavate whenever necessary.
 - 2. Main pipe extensions shall be installed by the Company or its authorized representative, and shall be the property of the Company, except that main pipe extensions on private property may be installed by the Customer at the Company's option, and, if installed by the Customer on private property, may be owned by the Customer at the discretion of the Company. For extensions installed by the Customer on private property, the Company may at its discretion require an inspection of such work, in which event it will require in advance of construction payment of an Inspection Fee as set forth in Paragraph E on Page 42, to defray the Company's costs of engineering, inspection and administration and state and federal taxes on Contributuions in Aid of Construction (CIAC) payments as set forth in Paragraph F on Page 42 associated with the main extension.
 - 3. In all cases, the size and material of the pipe shall be determined by the Company in accordance with conditions surrounding the extension, including the possibility of future expansion and fire protection. Normally, main pipe extensions shall be made with ductile iron pipe of 8" inside diameter. If in the sole discretion of the Company a pipe larger or smaller than 8" in diameter and/or of different material than ductile iron is required or sufficient, the Company may install such larger or smaller pipe and/or different material pipe and the cost will be based upon the size and type of the pipe installed, provided that if a larger size is required by the Company for reasons other than the sufficiency of service to the Customer (i.e. in anticipation of future development), the Company shall pay the costs in excess of the costs of 8" pipe.

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TERMS AND CONDITIONS, cont.

- 4. Unless expressly otherwise provided below, if the Company is installing the main pipe extension the Customer shall pay in advance ("Initial Customer Advance") the estimated construction cost which shall be based on the average cost of similar pipe (generally 8" ductile iron) installed during the previous year plus 10%. Where it is anticipated that abnormal costs will be encountered, the Initial Customer Advance will be based on 150% of the previous yearly average. The Initial Customer Advance will be adjusted to the actual cost, when the actual costs are known ("Customer Advance"). Additionally, the customer shall pay the Company the additional state and federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph F on Page 46 or the CIAC value created by the contribution of customer constructed facilities contributed to the Company. The construction cost referred to above shall include mains, and related appurtenances, and such fire hydrants as may be required by the municipality or the Company. Where applicable, construction cost will also include permits, ledge removal, disinfection, pressure testing, corrections, insurance, bonds and paving.
- 5. Special contracts will be negotiated whenever in the opinion of the Company this regular extension tariff should not be used or is not feasible or economical. Each special contract shall be submitted to the Commission for approval.
- 6. All main pipe extensions will comply with the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Pittsfield Aqueduct Company, Inc., and Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations," and with the specifications and standards of PUC 606.01-.02. The referenced technical specifications can be found on the Company's website, www.pennichuck.com under the engineering tab or can be obtained by contacting the Company's Engineering Department at 603-882-5191.
- 7. No interest shall be paid by the Company on any amount credited or refunded pursuant to the General Terms set forth above and the Specific Terms set forth below.
- B. Specific Terms regarding Credits and Refunds
 - 1. For each Customer served from the main pipe extension at the regular filed and published tariff rates including the Customer Advance provisions of Section 33, Paragraph A.4. above, the Company will credit or refund to the original Customer a portion of the Customer Advance (if installed by the Company) or a portion of the installation cost of the main pipe extension (if installed by the Customer) in an amount computed by capitalizing the projected net operating income from such Customer in accordance with Paragraph B.2. below. For the purpose of this Paragraph B, each service connection of a permanent nature will be considered as one Customer.
 - 2. Projected revenue will be based on historical usage of a typical comparable Customer. The refund to the original Customer as a result of the connection of the original or any additional Customer will be in an amount equal to one (1) times the estimated annual water revenues to be realized from each such Customer served from the main pipe extension.

Issued:	February 26, 2008	Issued by	<u></u>
Effective:	February 26, 2008	Title:	Bonalyn J. Hartley Vice President, Administration
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RATE SCHEDULES

MISCELLANEOUS UTILITY SERVICE FEES

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

Type of Se	ervice	Amount
A_{κ_2}	Initiation of Service (Section 30, Paragraph D.)	\$20.00
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Ε _χ	Inspection Fee of Main Pipe Extensions (Section 33, Paragraph A. 2.)	\$3.00 per foot
<u>F.</u>	Contributions in Aid of Construction (CIAC) par	yments Tax
-	The formula for calculating the tax costs associations:	ciated with CIAC is as
_	Tax Cost = ((CIAC) payments/(1-Current Effect	tive Tax Rate)) - CIAC
_	Current Effective Tax Rate = Current BPT Rate Tax Rate * (1 – Current BPT Rate))	e + (Current Federal

Issued:	August 13, 2009	issued b	Bonalyn J. Hartley
Effective:	August 13, 2009	Title:	VP, Admin & Regulatory Affairs

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TERMS AND CONDITIONS, cont.

18. APPLICATION FOR SERVICE

- A. Application for water service may be made by the owner or his agent. Whether or not a signed application for service is made by the Customer and accepted by the Company, the rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service. The Company may refuse to render service:
 - 1. Where the applicant fails to make any deposit or to execute any agreement as is required by the provisions of Section 33 of this Tariff.
 - 2. In any other case where the estimated revenue from the applicant is expected to be insufficient to warrant the Company making the investment necessary to supply the desired service under the applicable rate and the applicant refuses to negotiate an equitable agreement for the desired service, which agreement would usually require a contribution from the applicant for the capital cost of construction to render the desired service.

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 - 1. Main-to-Stop:
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 - 1. All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop), shall be installed by the customer or the Company at the customer's expense. For services installed by the Company at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by either the Company of the Customer, the customer shall. at the time of application pay any fees to the Company as set forth in this tariff's rate schedules, to recover the costs of engineering, administration, inspection and State and Federal taxes on Contributions in Aid of Construction (CIAC) payments. Thereafter, the main-to-stop shall be owned and maintained by the utility.

lssued:	February 1, 1999	Issued by_	Bonalyn J. Hartley
Effective:	March 3, 1999	Title:	Vice President, Controller

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

Superseding Original Page 28-A

TERMS AND CONDITIONS, cont.

- 2. From the limits of the highway to the premises served (the "Stop-to-End"): The Stop-to-End portion of the service pipe may be installed by the Company at the Customer's expense or, at the Customer's option, this portion of the service pipe may be installed by the Customer subject to "Pennichuck Water Works, Inc., Technical Specifications for Main, Hydrant and Service Installations (Nashua, Merrimack, N.H.)". For services installed by the Company, at the time application for service is made a deposit will be required based upon the estimated cost of construction. For services installed by the Customer, at the time of application a service connection fee will be charged by the Company, as set forth in Paragraph B on Page 42 to recover the costs of engineering, administration and inspection.
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Issued:	sued: February 1, 1999 Issued by		
	•	Bonalyn J. Hartley	
Effective:	March 3, 1999	Title: Vice President, Controller	

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

Superseding Original Page 35

TERMS AND CONDITIONS, cont.

33. MAIN PIPE EXTENSIONS

- A. General Terms: Main pipe extensions will be made upon petition of prospective Customers, subject to the following general terms and conditions:
 - 1. Generally, main pipe extensions shall be located within highways or streets which have been laid out, with lines and grades established, at least rough-graded, and approved for acceptance by, or previously accepted by, the municipality. In addition, an extension may be made on private property at the discretion of the Company if:
 - a. Access along a public highway or street is not feasible or cost effective or consistent with further development of the Company's water system as reflected in the Company's long range transmission and distribution system plans, and;
 - b. The prospective Customer provides, without expense or cost to the Company, the necessary permits, consents, and easements providing suitable legal rights for the construction, maintenance, repair, replacement and operation of pipelines, and equipment including the right to excavate whenever necessary.
 - 2. Main pipe extensions shall be installed by the Company or its authorized representative, and shall be the property of the Company, except that main pipe extensions on private property may be installed by the Customer at the Company's option, and, if installed by the Customer on private property, may be owned by the Customer at the discretion of the Company. For extensions installed by the Customer on private property, the Company may at its discretion require an inspection of such work, in which event it will require in advance of construction payment of an Inspection Fee as set forth in Paragraph E on Page 42, to defray the Company's costs of engineering, inspection and administration and state and federal taxes on Contributuions in Aid of Construction (CIAC) payments as set forth in Paragraph F on Page 42 associated with the main extension.
 - 3. In all cases, the size and material of the pipe shall be determined by the Company in accordance with conditions surrounding the extension, including the possibility of future expansion and fire protection. Normally, main pipe extensions shall be made with ductile iron pipe of 8" inside diameter. If in the sole discretion of the Company a pipe larger or smaller than 8" in diameter and/or of different material than ductile iron is required or sufficient, the Company may install such larger or smaller pipe and/or different material pipe and the cost will be based upon the size and type of the pipe installed, provided that if a larger size is required by the Company for reasons other than the sufficiency of service to the Customer (i.e. in anticipation of future development), the Company shall pay the costs in excess of the costs of 8" pipe.

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TERMS AND CONDITIONS, cont.

- 4. Unless expressly otherwise provided below, if the Company is installing the main pipe extension the Customer shall pay in advance ("Initial Customer Advance") the estimated construction cost which shall be based on the average cost of similar pipe (generally 8" ductile iron) installed during the previous year plus 10%. Where it is anticipated that abnormal costs will be encountered, the Initial Customer Advance will be based on 150% of the previous yearly average. The Initial Customer Advance will be adjusted to the actual cost, when the actual costs are known ("Customer Advance"). Additionally, the customer shall pay the Company the additional state and federal taxes on Contributions in Aid of Construction (CIAC) payments set forth in Paragraph F on Page 46 or the CIAC value created by the contribution of customer constructed facilities contributed to the Company. The construction cost referred to above shall include mains, and related appurtenances, and such fire hydrants as may be required by the municipality or the Company. Where applicable, construction cost will also include permits, ledge removal, disinfection, pressure testing, corrections, insurance, bonds and paving.
- 5. Special contracts will be negotiated whenever in the opinion of the Company this regular extension tariff should not be used or is not feasible or economical. Each special contract shall be submitted to the Commission for approval.
- 6. All main pipe extensions will comply with the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Pittsfield Aqueduct Company, Inc., and Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations," and with the specifications and standards of PUC 606.01-.02. The referenced technical specifications can be found on the Company's website, www.pennichuck.com under the engineering tab or can be obtained by contacting the Company's Engineering Department at 603-882-5191.
- 7. No interest shall be paid by the Company on any amount credited or refunded pursuant to the General Terms set forth above and the Specific Terms set forth below.
- B. Specific Terms regarding Credits and Refunds
 - 1. For each Customer served from the main pipe extension at the regular filed and published tariff rates including the Customer Advance provisions of Section 33, Paragraph A.4. above, the Company will credit or refund to the original Customer a portion of the Customer Advance (if installed by the Company) or a portion of the installation cost of the main pipe extension (if installed by the Customer) in an amount computed by capitalizing the projected net operating income from such Customer in accordance with Paragraph B.2. below. For the purpose of this Paragraph B, each service connection of a permanent nature will be considered as one Customer.
 - 2. Projected revenue will be based on historical usage of a typical comparable Customer. The refund to the original Customer as a result of the connection of the original or any additional Customer will be in an amount equal to one (1) times the estimated annual water revenues to be realized from each such Customer served from the main pipe extension.

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	-	-	Bonalyn J. Hartley
Effective:	February 26, 2008	Title:	Vice President, Administration

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RATE SCHEDULES

MISCELLANEOUS UTILITY SERVICE FEES

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

Type of Se	ervice	Amount
A.	Initiation of Service (Section 30, Paragraph D.)	\$20.00
В.	Service Pipe Connection (Section 19, Paragraph B.,2.)	\$160.00
C.	Service Connection and Disconnection of water service; Collection Charge (Section 30, Paragraphs A. and B.) During Regular Hours Non-Regular Hours	\$46.00 \$63.00
D.	Returned check fee - Administrative Cost (Section 8, Paragraph B.,C.) (Section 30, Paragraph C., 1.)	\$15.00
E.	Inspection Fee of Main Pipe Extensions (Section 33, Paragraph A. 2.)	\$3.00 per foot
F.	Contributions in Aid of Construction (CIAC) paym	ents Tax
	The formula for calculating the tax costs associat follows:	ed with CIAC is as
	Tax Cost = ((CIAC) payments/(1-Current Effective	e Tax Rate)) – CIAC
	Current Effective Tax Rate = Current BPT Rate +	(Current Federal

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Tax Rate * (1 – Current BPT Rate))