## DW 20-112

## Abenaki Water Company

LL Sewer Proposed Tariff Pages

NHPUC Dockets No. 10-306 and 13-236 Abenaki Water Company - LL Scurf

#### **Original Page 4**

#### II. TERMS AND CONDITIONS

1. Customers

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

#### 2. Arrangements for Service

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

Application for service shall be sent to: Abenaki Water Company 32 Artisan Ct #2 Gilford, NH 03249

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

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NHPUC No. 1- Sewer Abenaki Water Company -LL Sever 1<sup>e</sup> Revised Page 5 Superseding Original Page 5

#### 4. RightofAccess

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

5. Tampering

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

#### 6. Company Liability

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

#### 7. Payment for Service

(a) Bills. All customers will be billed monthly in arrears for services rendered in accordance with the applicable rate schedule. Bills for service will be issued monthly in accordance with thethe terms of payment specified in the approprappropriate ate schedule and are due and payable upon presentation. Bills not paid within twenty- five (25) days from the postmark date shall bear interest at the rate of one and a half percent per month until payment is received by the Company. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.

- (b) Deposits. The Company may require a deposit equal to two months of service as defined in section 1203.03 of the New Hampshire Public Utilities Commission's code of administrative rules. Deposits shall be maintained in accordance with the rules of the New Hampshire Public Utilities Commission.
- (c)-Collections. If any bill for service is unpaid after twenty five (25) days from the billing date and no payment arrangement has been made, the Company will issue a past due notice with the addition of a finance charge. The Company w<u>w</u>ill issue a

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#### NHPUC Dockets No. D-306 and 13-236 Abenaki Water Company - La Seree

#### Original Page 6

notice indicating that if the balance remains unpaid after 60 days from the billing date and no payment arrangement has been made, the Company will add a collection fee for the greater of \$60,0050.00 or the actual cost to the Company for the round trip to the premises for the purpose of disconnecting the service. The Company would also include a copy of the tariff provision related to payment for services (which identifies the collection and other fees). In addition, if a payment arrangement has been agreed upon, but not followed, the Company will add a collection fee. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.

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

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President

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NHPUC NO. 1 - Sewer

5th Revised Page 7

ABENAKI WATER CO., INC. - LL Same

Superseding 4th Revised Page 7

Belmont, N. H.

#### GENERAL SERVICE - METERED For BELMONT SEWER TARIFF SYSTEM

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

Receiving, transporting and disposal of sewage from the Customers' premises, subject to terms and conditions of this Tariff rendered in the monthly bill and are due and payable twenty-five days after mailing.

#### **RATES:**

The rate of metered service shall include a customer charge per month per class as follows:

Customer Class	Base Charge	Consumption Charge (p r 100 cf)
Commercial A <sup>1</sup>	\$41196 \$453.07	\$ <del>12.5135_\$23.83</del>
Commercial B <sup>2</sup>	\$137.49 151,21	\$3.8586 B. Ubug
Multi-Family/unit <sup>3</sup>	\$29.71 \$2.6%	\$5.8120 5.45
Single Family <sup>4</sup>	\$29.71 \$2.08	\$ <del>5.8120</del> ፍናዮ

#### **MINIMUM CHARGE:**

The minimum charge will be the Baseeustomer charge.

#### **TERMS OF PAYMENT**

Bills under these rates are net, will be rendered monthly and are due and payable twenty-five days after mailing. Interest charged at a rate of 1.5% per month (18% annually) after 30 days.

#### AVAILABILITY:

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

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## DW 20-112

# Abenaki Water Company

LL Water Proposed Tariff Pages

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NHPUC No. 2 -Water

Original Page 2

ABENAKI WATER COMPANY, INC. BELMONT, NH

#### TERMS AND CONDITIONS

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1. <u>Application\_forApplication\_Servicefor Service</u>. <u>Applications\_</u> for<u>Applications for</u> water\_cervicewater service shall comply with this section -section.

a. <u>By</u> Whom<u>By</u> Whom Made. Application for <u>Application for</u> water service<u>water</u> mayservice may be made either by the ownerthe <u>orowneror</u> tenant of the premises. <u>If</u> made by the tenant, the application shall be countersigned by the owner. The rendering of service by the Company and its use by the consumer shall be deemed a contract between the Company and the owner of the premises and-consumer subject to all provisions of the tariff.

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Application shall be sent to: Abenaki Water Company 32 Artisan Ct. #2 Gilford, NH 03249

b. Service Pipe. If the rendering of service requires a new service pipe, the application must contain an authorization to the Company to enter the promises and do the necessary work.

a.

c. <u>Reserved</u>.

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VHPUC-No.2-Water ABENAKI WATER COMPANY, INC. BELMONT, ЧH FERMS AND CONDITIONS

**Original Page 3** 

- 2. Service Pipe. Service pipes shall comply with this section.
  - a. Location. A service pipe shall be connected only to a main in the highway which is the legal address of the premises served. A tapping fee of \$500 (plus materials) will be required to be paid in full prior to any new service connection being made to the water system.
  - b. Installation, -Ownership -and -Maintenance. All -service\_-pipes -within the limits of the highway, and the shut-off, wherever located, shall be installed, owned and maintained by the Company. From the limits of the highway to the premises served the service pipe shall be installed, owned and maintained by the owner. Such installations shall be in a manner approved by the Company, and, for all future services, the pipe shall not be than 3/4" inside diameter. less On future installations, or re-installations, of service lines, only one customer will be supplied through one service pipe.
  - Joint Use of Trench. No service pipe shall be laid in the same C. trench with gash gas pipe, sewer pipe or any other appurtenance facility of a utility. No service pipe shall be laid within three (3) feet of any open excavation or vault.
  - Temporaryt -Service -Connection. Temporary -service isservice is one installed to
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any building or trailer not placed on a permanent foundation, or to -a <u>\_\_\_\_\_</u>

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garden or for any other temporary use. The whole cost of installation from

<u>d</u>\_\_\_the nearest <u>ayilableavailable</u>\_\_\_main,\_and maintenance, shall be\_\_\_\_at the customer's expense.

Issued: March 13, 2014 Issued by: Deborah0.Carson Effective: February 14, 2014 Title: Treasurer

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH

### Original Page 4

### e. Stop and Waste Cock. Every service must be provided with a stop and waste cock easily accessible and located inside the building near the service entrance. All piping shall be below frost level or otherwise protected from freezing and shall be so arranged as to permit draining whenever necessary.

TERMS AND CONDITIONS

- f. \_\_Thawing. When it becomes necessary to thaw a frozen service pipe and it cannot be determined where <u>it is</u> frozen, and the Company at the customer's request undertakes to thaw the same, one-half of the cost thereof shall be paid by the customer.
- <u>Winter- Construction</u>. No- new service pipes will be installed during winter conditions, or when frost is in the ground, unless the customer shall pay all extra expense occasioned by such installation.
- 4. <u>Maintenance of Plumbing</u>. Customers shall maintain the plumbing and fixtures within their own premises in good repair, free from leaks and protected from freezing, at their own expense. Any relocation of the service pipe on customer's premises for any reason, including, but not limited to, change in grade, relocation of grade or otherwise, shall be at the customer's expense, and in no event shall the Company be responsible for any damage done by water escaping- thereomtherefrom.
- 5. \_-\_<u>-Meters.</u>{
  - a. \_\_\_! Use of :Meters.\_ All water service shall be metered.
  - b. Size of -Meter. The size of the meter will be determined- by the Companyy.-

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH <u>TERMS AND CONDITIONS</u>

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Meter Setting. The customer shall provide a clean, dry, warm and Formatted: No underline accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. Except as

be borne by the Company. Notwithstanding the immediately preceding sentence, the customer shall pay:
(1) for the excess of cost of the acquisition and installation of a meter, both labor and material, over the cost of a meter that the Company determines should be used in the particular application;

provided in the next sentence, the cost of the meter and installation shall

and

(2) for piping and fittings in excess of normal requirements.

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

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sShall be at the customer's expense.

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, -INC. BELMONT, NH

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#### **Original Page 6**

#### TERMS AND CONDITIONS

- e. Repairs. Meter repairs or replacements necessitated replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by fault of the customer shall be paid for by the customer.
- f. \_\_\_\_Auxiliary Meters. If additional or auxiliary meters are desired by the customer for showing sub-division of the supply, they shall be furnished, installed and maintained at the customer's expense.
- g. Non-Registering Meters. If a meter is found which does not register, the bill for the period of non-registration will be based upon information recorded prior to or subsequent to the period of non-registration, and any other pertinent information supplied by the customer or known to the Company.
- h. Testing. Meters will be tested in accordance with the requirements of the meter testing rules of the NH Public Utilities Commission. If *I* a customer requests the testing of a meter, and\_r-upon such test, the accuracy of the meter is within the then tolerance prescribed by the NH Public Utilities Co9mmission, the customer shall pay the cost of \$100 for such testing.
- Hot VMAlater -Tanks. All customers having direct pressure hot water tanks or appliances: must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become
  - necessary to shut off the water on the street mains or service pipe.

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH TERMS AND CONDITIONS

#### Original Page 7

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Service will be provided to such direct pressure installations only at the customer's risk and in no case will the Company be liable for any damage occasioned thereby.

- 7. <u>Restricted Use of Water</u>. When necessary to conserve supply, the Company may, upon compliance with the rules of the NH Public Utilities Commission, restrict use and prohibit use for non-essential purposes. <u>If a</u> <u>customer is in non-compliance with a restriction placed on non-essential water use, a</u> <u>penalty of \$250 will be imposed.</u>
- less fr<u>uently</u> than semiannually<u>than semiannually</u>. The customer shall pay the Company a<u>fee</u>
- tesn-ct.large of One Hundred Fiftyity Dollars (\$150.00) for each such test of each such device.
- 9. <u>Tamrdpering</u>. All gates, valves, shut-offs and standpipes which are the <u>Issued:</u> <u>Issued by:</u> <u>Robert Gallo</u> <u>Effective:</u> <u>Title:</u> <u>President</u> <u>Authorized by NHPUC Order No. in DW dated.</u>

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH TERMS-AND-CONDITIONS

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10. <u>Company Liabilityility.</u>

- a. The Company will not be responsible for any damage caused by shutoffs in the mains or service pipes because of shortage of supply, repairs, construction or for reasons beyond the control of the Company.
- b. The Company will not be responsible 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 cause beyond the control of the Company.
- <u>11. Public Hydrants.</u>—Hydrants may not be used for any purpose other than the extinguishment of fires and for such other purposes as may be mutually agreed to by the Company and the municipality. <u>In</u>In no case shall hydrants be <u>openedopened</u> by any person other than duly authorized representative of the Company or of the municipality.

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42. Private Fire Protection. An application for private fire service must be accompanied by a plan of the proposed piping system, together with a statement telling for what other purpose the system might be used. All water

<u>supplied through</u>-spplied through fire service pipes may, at the option of the Company, -be<u>metered</u>

m\_etered-and special measuring or detecting devices may be installed, and all\_

-such meters and devices shall be approved, furnished and set by the Company\_

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possible contamination --and in -a manner satisfactory to -the Company, <del>In</del> t<del>he</del>

 
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 Issued by DeborahO Carson-Effective: February 14, 2014

 Effective: February 14, 2014
 Title:-Treasurer

 Authorized by NHPUC Order No. 25,357 in Decket No. OW 10 306, dated May 1, 2012, and by-NHPUC Order No. 25,621 in Decket No. OW 13 236, dated January 14, 2014.

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Title: President

Robert Gallo

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH **TERMSAND CONDITIONS** 

#### **Original Page 9**

In the construction of standpipes, reservoirs, tanks and cisterns, provision shall be made for means of easy access to their interiors by agents of the Company for the purpose of inspection and to permit cleaning as required by the Company, also, a draw-off pipe shall be fitted for the purpose of drawing off all water periodically for inspection and such draw-off pipe shall not be connected with a sewer or drain in any way that would permit pollution of water.

#### 13. Payment for -Service.

- a. Bills. Bills for water service will be rendered periodically in accordance with the "Terms of Payment" specified in the applicable rate schedule and are due and payable (herein referred to as the "Due Date") at the office of the Company twenty-five (25) days after the date of mailing.
- Deposits. The Company may require a deposit require deposit for new b. and\_for continued service.\_\_The amount of the deposit shall be equal to two thirds of the charge for the highest use quarter. The receipt of a deposit by the Company shall neither constitute relief from the obligation to timely pay
  - bills -nor constitute a waiver or modification of the practices of the Company related to disconnection for violations of this tariff, including \_f-or non-payment of monies due the Company. So long as it is in force and effect, the administration of such deposits shall be in accordance with the limits and procedures specified in NHCAR Puc 1203.03, as
  - · amended.

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH TERMS-AND-CONDITIONS Original Page 10

c. Premises Payment ChargePayment Charge. When the Company sends a representative to the premises for the purpose of disconnecting the service, and complete or partial payment of the past due amount is tendered to prevent disconnection, the Company shall also recover a charge for accepting such payment equal to the greater of Fifty Dollars ( \$50.00) or the actual cost to the Company for: (a) the performance by the Company of all actions required of the Company by NHCAR Puc 1203.11, as amended, and (b) the round trip to the premises, including mileage and compensation of personnel. Nothing contained in this subparagraph (c) shall entitle any customer to avoid disconnection by partial payment of a past due bill not authorized by other provisions of law or this tariff.

d. Late Charge. In the event the Company does not receive payment for a bill by the Due Date, in addition to all other remedies, the Company shall recover a late charge equal to one and one-half percent (1¥.52%) per month, or portion thereof, that the bill remains unpaid after the Due Date.
e. Returned Checks. In the event a check or draft presented for payment sis dishonored by the institution upon which it is drawn, in addition to all other remedies, the Company shall recover a returned check charge equal to the greater of Twenty-five Dollars (\$325.00) or the actual

charges imposed upon the Company by the involved institutions for the

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#### NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH

Original Page 11

### f. Collection Costs. In the event a customer shall violate, or be responsible for the violation of, any of the provisions of this tariff, including, but not limited to, the failure to pay any charge when due, the customer shall, in addition to all other remedies, pay the Company all of its costs <u>in</u>incurred in the enforcement of this tariff or the collection of such charges, including, but not limited to, its reasonable attorney's fees.

TERMS AND CONDIFIONS

- g. \_\_\_\_\_Application of Receipts. In the absence of a written agreement to the contrary, all monies received by the Company from or on behalf of a consumer shall first be applied to late charges, returned check charges, premises payment charges, then to charges other than for service (e.g. connection charge), then to the cost of collection upon default (including reasonable attorney's fees), then to charges for service, each category in chronological order, oldest to newest.
- 14. <u>DisDisconnection\_of S</u> ervice. Service may be disconnected by the Company upon the request of tht>e customer. Also, in addition to all other remedies available to the Company, service may be disconnected for any of the following reasons: a. Service was obtained in an unauthorized manner, or service has been

used fraudulently;

- b. The premises have been abandoned;
- c. Rationing requirements properly imposed by the Company have not been obeyed;

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#### Original Page 12

NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH

#### TERMS AND CONDITIONS

- The Company's service pipe has been cross-connected with any other supply source;
- Any other condition dangerous to health, or safety, or the utility service of others, exists;
- f. Clear and present danger to life, health, or physical property exists;
- g. Failure to comply with a payment arrangement;
- h. An arrearage has not been paid after proper demand therefor;
- i. A required deposit has not been paid after proper demand therefor;
- j. The Company has been refused access to the premises for inspection, or maintenance, repair or replacement of utility property, including, but not limited to, the reading of meters;
- k. Any bill authorized under this tariff has not been paid by the due date; or
- I. In the case of non-residential premises only, any other provision of this tariff has been violated.

Disconnection for any of the reasons specified in paragraphs (a) through (g) may be effected affected without notice. Disconnection for any of the reasons specified in <u>paragraph (h) para9rah-()</u>-through-(I) may be effected only after fourteen (14) days <u>of</u> prior\_

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notice. So long as it is in force and effect, disconnections shall be in accordance with the limits and procedures specified in NHCAR Puc 1203.11,

#### as ilmondedamended.

15. Termination of Service. Unless sooner disconnected by the Company, service,

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NHPUC No. 2 -Water ABENAKI WATER COMPANY. INC. BELMONT, NH

#### **TERMS AND CONDITIONS**

premises and charges shall continue to accrue therefor, until the later of (a) four business days after the Company receives a written notice to terminate service e.- or (b) the date specified in said notice.

#### 16. Service- Connection: -Suspension.

- a. Service Connection Charge. The customer shall pay to the Company a charge of One, Hundred Twenty Dollars (\$12,90.00) when service is initially established or re-established following disconnection for any reason. The customer shall pay to the Company a charge of Twenty Dollars (\$20.00) when service is transferred from one obligor to another, to be paid by the transferee ebliger.obligor, When service is disconnected prior to, or in the process of, transferring service to another ebligerobligor, only one charge described indescribed in this paragraph shall be made.
- b Service Suspension Charge. Whenever, -at- the- request -of -a- customer, service is suspended, the customer shall pay to the Company a service suspension charge equal to the sum of Seventy percent (70%) of One-T<sub>4</sub>third 1/4\*3) of the monthly customer charge which w o u Id have been owed by the customer but for the suspension of service for each month or portion thereof that service is suspended plus One Hundred Dollars (\$100.00). The service suspension charge shall be due and payable at the end of the suspension.
- 17.17, Rightght of Access.
   Any authorized Any, Companya uthorized Company, representative shall have the right to enter upon, and be permitted access

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   Robert Gallo

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   Title:
   President

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH TERMS AND CONDITIONS

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any time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; inspect, maintain, repair or replace other utility property; and enforce these terms and conditions.

18.

<u>Main Pipe Extensions.</u> Extensions of main pipes to serve new customers will be made in accordance with the following provisions:

- a. Main extension will be made only upon petition of prospective customers.
- Main pipe extensions shall be laid by and shall be the property of the Company.
- c. Highways and streets in which an extension is to be made must have been <u>labid</u> out, lines and grades established, rough graded and dedicated to public use.
- d. The size of the pipe shall be determined by the Company in accordance with conditions—surroundingconditions surrounding the extension.
- e. For extension of service, the customer or customer group, or contractor, will be required to make a "Contribution in Aid of Construction" and

deposit with the Company in advance of construction an amount equal to the to the construction cost (exclusive of service and meters) of such

#### Extension.+extension.

- , f. \_\_\_\_The deposit may be apportioned among the customers to be served.
- g. <u>If within I( withtn</u> four (4) years after an extension made under a deposit agreement is placed in service, any additional customer or customers is or are connected to such extension, the deposit requirement will be re-

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NHPUC No. 2 -Water ABENAKI WATER COMPANY, INC. BELMONT, NH

TERMS ANP CONDITIONS

<u>re-</u>computed according to the new density established and the new customer or customers will be required to deposit their proportional part of the total deposit and a pro-rata refund shall <u>be</u> made to the original depositors.

- h. Iff a subsequent main extension is made, either continuous or laterals, supplied from the original extension upon which a deposit is still refundable, a recalculation will!! be made on the basis of the customer density established. Iff the customer density is increased thereby it will be combined with the original extension and pro-rata and equitable refunds will be made to the original depositors. If the customer density is decreased thereby then such extensions will be considered a new and separate extension.
- i. The Company shall not be required to construct extensions under the above terms where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other customers of the Company.
- j. Except under unusual circumstances the construction of main extensions will not be carried on before April 15th or -after -November 15th of -any year.

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#### NHPUC NO. I-Water

2nd Revised Page 16

#### ABENAKI WATER CO., INC.

Superseding 151 Revised Page 16

Belmont, N. H.

#### GENERAL SERVICE - METERED For BELMONT WATER TARIFF SYSTEM

#### CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to the individual service pipe at a pressure of approximately 30-150 pounds per square inch for Single Family residential customers and approximately 70 pounds per square inch for all other customer classes.

#### RATES:

The rate of metered service shall include a customer charge per month per class as follows:

Customer Class	<b>Base Char</b>	ge	Consumption C	harge (per 100cf)
Commercial A <sup>1</sup>	\$436.00	4436.00	\$15.5612	\$15.6275
Commercial B <sup>2</sup>	<u>\$\$145.66</u>	146.00	\$7.2009	7,1945
Multi-Family/unit <sup>3</sup>	\$28.00	20.00	\$7.2009	6.4638
Single Family <sup>4</sup>	\$28.00	28 00	\$ <del>7.2009</del>	6.4594-

MINIMUM CHARGE:

The minimum charge will be the basecustomer charge.

#### **TERMS OF PAYMENT**

Bills under these rates are net, will be rendered monthly and are due and payable twenty-five days after mailing. Interest charged at a rate of 1.5% per month (18% annually) after 30 days.

#### AVAILABILITY:

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

ISSUED: June 13.2016 ISSUED BY: Deborah O.Carson

EFFECTIVE: September 8.2015 TITLE: Treasurer

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## DW 20-112

## Abenaki Water Company

WR Proposed Tariff Pages

NHPUC No. 1-Water ABENAKI WATER COMPANY, INC. BOW, NH

#### TERMS AND CONDITIONS

<u>1. Application Application for Service</u>. Application for water service may be made either by the owner or tenant of the premises. If the rendering of service requires a new service pipe, the application must contain an authorization to the company to enter the premises and do the necessary work. The rendering of service by the company and its use by the consumer shall be deemed a contract between the company and the owner and consumer and subject to all provisions of the tariff applicable to the service.

Application for service shall be submitted to: Abenaki Water Company 32 Artisan CT # 32 Gilford, NH 03249 1-

2. <u>Service PipePipe</u>. Service pipes shall comply with this section.

a. Installation, <u>OwnershipOwnership</u> and <u>MajntenanceMaintenance</u>. All service pipes within the limits of the highway, and the shut-off, wherever located, shall be installed, owned and maintained by the company. From the limits of the highway to the premises served the service pipe shall be installed, owned and maintained by the <u>property</u> owner. Such installations shall be in a manner approved by the company, and, for all future services, the pipe shall not be less than 3/4" inside diameter. On future installations, or re- installations, of service lines, only one customer will be supplied through one service

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pipe.

Temporarv Service Connection. Temporary service is one installed to any
 \_\_\_\_\_building or -trailer not placed on a permanent foundation, or to a garden or for <u>o</u>-Other 'temporary\_\_\_use. The whole The whole cost of installation from the

<u>neare</u>rieairest available main, and maintenance, shall be at the customer's expense  $_{-\tau}$ 

- c. Stop and Waste Cock. Every service must be provided with a stop and waste cock easily accessible and located inside the building near the service entrance. All piping shall be below frost level or otherwise protected from freezing and shall be so arranged as to permit draining whenever necessary.
- d. Thawing. When it becomes necessary to thaw a frozen service pipe and it cannot be determined where it is frozen, and the company at the customer's request undertakes to thaw the same, one-half of the cost thereof shall be paid by the customer.
- e. Location. A service pipe shall be connected only to a main in the highway which is the legal address of the premises served. A tapping fee of \$500 (plus materials) will be required to be paid in full prior to any new service connection being made to the water system.

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NHPUC No. 1 - Water ABENAKI WATER COMPANY, INC. BOW, NH

### TERMS ANDP

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### CONDITIONS

c.....<u>Stop and Waste Cock. Every service must be provided with a stop</u> and waste cock easily accessible and located inside the building near the service entrance. All piping shall be below frost level or otherwise protected from freezing and shall be so arranged as to permit draining whenever necessary.

d. \_\_\_\_\_Thawjng. When it becomes necessary to thaw a frozen service pipe and it-cannot be determined where it is frozen, and the company at the customer's request undertakes to thaw the same, one-half of the cost thereof shall be paid by the customer.

- <u>WinterWinter Construction</u>. Ordinarily no new service pipes or extensions of mains will be installed during winter conditions (when frost is in\_the ground) unless the customer shall <u>pdefray</u> all extra expense occasioned by such installation.
- 4. <u>MaintenanceMaintenance of Pluymbiling</u>. Customers shall maintain the plumbing and fixtures within their own premises in good repair, free from leaks and protected from freezing, at their own expense. Any relocation of the service pipe on customer's premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense, and in no event shall the company be

rResponsible for any damage done by water escaping therefrom.

5. Meters.

a. Osse of Meters. ters : All water service shall be metered.

b.: \_<u>Size\_Size</u> of Meter, <u>T</u> "fhe size size of the meter will be determined by the

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company.

-C.:... Meter Setting. Met(Stting. The customer shall provide a clean, dry, warm and

coossible accessible place for the installation of the meter, as nearly as possible at\_

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**Robert Gallo** President

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#### Original Page 4

NHPUC No. 1-Water ABENAKI WATER COMPANY, INC. BOW, NH

#### **TERMS AND CONDITIONS**

the point of entrance of the service pipe to the building. The cost of the meter and installation shall be borne by the company; however, the company reserves the right to charge customers:

- for the excess -cost over the cost of a meter that the (1) company determines should be used whenever the customer requests a special metering device or a meter larger than the company determines is necessary.
- (2) for piping and fittings in excess of normal requirements. A meter, once set, will be relocated only at the customer's expense.
- d. Meter Boxes. When the customer fails or neglects to furnish a suitable location for a meter inside their his building(s)s or where for other reasons it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocationAny relocation of such underground box or vault shall be at the customer's expense.
- Repairs<u>Repairs</u>. Meter repairs or replacements necessitated by ordinary e. wear will be paid for by the company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.
- f. Auxiliary Meters. If additional or auxiliary meters are desired by the customer for showing sub-division of the supply, they shall be furnished, installed and maintained at the customer's expense.
- Non-Registering Registering Meters. If a meter is found which does not g. \_ register, the

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NHPUC No. 1- Water ABENAKI WATER COMPANY, INC. BOW, NH

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#### TERMS ANDP CONDITIONS

bill for the period of non-registration will be based upon information recorded prior to or subsequent to the period of non-registration, and any other pertinent information supplied by the customer or known to the company.

- h. TestingTesting. Meters will be tested before installation. Thereafter all meters will be tested in accordance with the requirements of the meter testing rules and regulations of the NH Public Utilities Commission. If a customer request to test a meter, and upon such test, the accuracy of the meter is within the then tolerance prescribed by the NH Public Utilities Commission, the customer shall pay \$100 for such test.
- 6. <u>Hot Water Tanks</u>. All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the customer's risk and in no case will the company be liable for any damage occasioned thereby.
- <u>7.</u> Restricted Use of Water. When necessary to conserve supply, the companythe company may, upon compliance with the rules of the NH Public Utilities CommissionUtilities Commission, restrict use and prohibit use for non-essential purposes. If a customer is in non-compliance with a restriction placed on non-essential water use, a penalty of \$250 will be imposed.

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- 8. <u>Cross-ConnectionsConnections</u>. No cross connection between the public water system and any non-potable supply will be allowed. No connection capable of causing back flow between the public water supply system and any plumbing fixtures, device or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted. In the event a connection is deemed incapable of causing back flow between the public water supply system and any plumbing fixtures, device or appliance, or between the public water supply system and any plumbing fixtures, device or appliance, or between any waste outlet or pipe having direct connection to waste drains because of one or more devices, such device(s) shall be tested as frequently as the Company deems prudent, but not less than semiannually. The customer shall pay the Company a fee of One Hundred Fifty Dollars (\$150.00) for each test of each such device.
- <u>Tame.orjngTampering</u>. All gates, valves, shut-off and standpipes which are the property of the company-.shall not be opened or closed or tampered with in any way by any person other than an authorized <u>representative</u>employee of the company.

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NHPUC No. 1•Water ABENAKI WATER COMPANY, INC. BOW, NH

#### TERMS ANDP CONDITIONS

#### 10. Company\_LiabilityCompany Liability.

- a. The company will not be responsible for any damage caused by shutoffs in the mains or service pipes because of shortage of supply, repairs, construction or for reasons beyond the control of the company.
- b. The company will not be responsible 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 cause due to no lack of reasonable care on the part of the company.
- 11. <u>Public Hydrants</u>. Hydrants may not be used for any purpose other than the extinguishment of fires and for such other purposes as may be mutually agreed to by the company and the municipality. In no case shall hydrants be opened by any person other than an agent of the company or a duly authorized representative of the municipality.
- 12. <u>Private -- FirePrivate -- Protection Fire Protection</u>. An application for private fire service must be accompanied by a plan of the proposed piping system, together with a statement telling for what other purpose the system might be used. All water supplied through fire service pipes may, at the option of the <u>companythe company</u>, be metered and special measuring or detecting devices may be installed, and all <u>such</u>-<del>cu</del>-meters and devices shall be approved, furnished and set by the company at the customer-'s expense. Where a standpipe, reservoir, tank or cistern is used it

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NHPUC No. 1 - Water ABENAKI WATER COMPANY, INC. BOW, NH

TERMS ANO CONDITIONS

In the construction of standpipes, reservoirs, tanks and cisterns, provision shall be made for means of easy access to their interiors by agents of the company for the purpose of inspection and to permit cleaning as required by the company; also, a draw-off pipe shall be fitted for the purpose of drawing off all water periodically for inspection and such draw-off pipe shall not be connected with a sewer or drain in any way that would permit pollution of water.

#### 13-12. Payment for ServiceService.

- a. Bills for water service will be rendered periodically in accordance with the "Terms of Payment" specified in the applicable rate schedule and are due and payable (herein referred to as the "Due Date") at the office of the company twenty-five (25) days after the date of mailing.
- b. Deposits. The company may require a deposit for new and for continued service. The amount of the deposit shall be equal to two thirds of the charge for the highest use quarter. The receipt of a deposit by the company shall neither constitute relief from the obligation to timely pay bills nor constitute a waiver or modification of the practices of the <u>Company</u>-related to disconnection for violations of this tariff, including for non payment of monies due the company. So long as it is in force and effect, the administration of such deposits shall be in accordance with the limits and procedures specified in NHCAR Puc 1203.03, as amended.

	C.	Premises	Payment	Charge.	When	the	company	sends	а
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representative to the premises for the purpose of disconnecting the service, and payment of the past due amount is tendered to prevent disconnection,

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Issued by: Robert Gallo Title: President

Authorized by NHPUC Order No. in DW dated.

**Original Page 8** 

NHPUC No. 1-Water ABENAKI WATER COMPANY, INC. BOW, NH

#### **TERMS AND CONDITIONS**

the company shall also recover a charge for accepting such payment equal to the greater of \$520.00 or the actual cost to the company for: (a) the performance by the company of all actions required of the company by NHCAR Puc 1203.11, as amended, and (b) the round trip to the premises, including mileage and compensation of personnel.

- d. Late Charge. In the event the company does not receive payment for a bill by the Due Date, in addition to all other remedies, the company shall recover a late charge equal to one and one-half percent (1.5%) per month, or portion thereof, that the bill remains unpaid after the Due Date.
- e. Returned Checks. In the event a check or draft presented for payment is dishonored by the institution upon which it is drawn, in addition to all other remedies, the company shall recover a returned check charge equal to the greater of <u>thirty</u> five dollars (\$<u>3</u>5.00) or the actual charges\_imposed upon the company by the involved institutions for the returned instrument.
- f. Collection Costs. In the event of a violation of any of the provisions of this tariff, including, but not limited to, the failure to pay any charge when due, in any action brought to enforce this tariff or collect charges, in addition to all other remedies, the company shall recover all of its costs, including, but not limited to, its attorney's fees.
- g. Application of Receipts. In the absence of a written agreement to the contrary, all monies received by the company from or on behalf of a

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NHPUC No. 1 - Water ABENAKI WATER COMPANY, INC. BOW, NH

TERMS AND CONDITIONS

costumer shall first be applied to late charges, returned check charges, premises payment charges, then to charges other than for service (i.e. connection charge), then to the cost of collection upon default, then to charges for service, in chronological order, oldest to newest.

h.g. Customer ResponsibilityResponsibility. For all future service pipe installations, where there is more than one (1) tenant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode. As used in this paragraph, "tenant" includes the owner, if such owner occupies any portion of such building.

14.13. <u>Disconnection of ServiceService</u>. In addition to all other remedies available to the company, service may be disconnected for any of the following reasons:

- Service was obtained in an unauthorized manner, or service has been used fraudulently;
- b. The premises have been abandoned;
- Rationing requirements properly imposed by the company have not been obeyed;
- The company's service pipe has been cross-connected with any other supply source;
- e. Any other condition dangerous to health, or safety, or the utility service of others, exists;

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- f. Clear and present danger to life, health, or physical property exists;
- g. Failure Faur to comply with a payment arrangement;
- "ti-----An arrearage has not been paid after proper demand-therefor;
- i. A required deposit has not been paid after proper demand therefor;

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NHPUC No. 1 - Water ABENAKI WATER COMPANY, INC. BOW, NH TERMS ANDP CONDITIONS Original Page 10

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An arrearage has not been paid after proper demand therefor; h

A required deposit has not been paid after proper demand therefor:

- The company has been refused access to the premises for inspection, or ŀj. maintenance, repair or replacement of utility property, including, but not limited to, the reading of meters;
- Any bill authorized under this tariff has not been paid by the due date; or j.k.
- 1. In the case of non-residential premises only, any other provision of this tariff has been violated.

Disconnection for any of the reasons specified in paragraphs (a) through (g) may be effected affected without notice. Disconnection for any of the reasons specified in paragraphs (h) through (i) may be effected affected only after fourteen (14) days prior notice. So long as it is in force and effect, disconnections shall be in accordance with the limits and procedures specified in NHCAR Puc 1203.11, as amended.

- 15.14. Termination of Service. Unless sooner disconnected by the company, service, subject to all of the terms and conditions in this tariff, shall continue to the premises, and charges shall continue to accrue therefor, until the later of (a) four business days after the company receives a written notice to terminate service, or (b) the date specified in said notice.
- 16. Service Connection Charge Connection Charge. A charge of one hundred and twenty dollars (-\$120.00) will be made when service is initially established or reestablished following disconnection for any reason. The customer shall pay the

Issued:	Issued by:	Robert Gallo
Effective:	Title:	President
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Company a charge of twenty dollars (\$20.00) when service is transferred from one obligor to another, to be paid by the transferee obligor. When service is disconnected prior to, or in the process of transferring service to another obligor, only one charge described in this paragraph hall be made.; and

- 15. '- for each trnsfer of service from one obligor to another.
- 17.16. Right of Access. Any authorized company representative shall have the right and be permitted access to the premises served at any time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace

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Issued: March 13, 2014 Effective: February 14, 2014

Authorized by NHPUC Order No. in DW dated.

Issued by: Deborah 0. Carson Title: Treasurer

Issued: Effective: Issued by: Robert Gallo

President

Title:

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NHPUC No. 1- Water ABENAKI WATER COMPANY, INC. BOW, NH

# TERMS AND CONDITIONS

or repair meters; inspect, maintain, repair or replace other utility property; and enforce these terms and conditions.

18-<u>17. Main Pipe Extensions</u>. Extensions of main pipes to serve new customers will be made in accordance with the following provisions:

- a. Main extension will be made only upon petition of prospective customers.
- Main pipe extensions shall be laid by and shall be the property of the Abenaki Water Company, Inc.
- c. Highways and streets in which an extension is to be made must have been laid out, lines and grades established, rough graded and dedicated to public use.
- The size of the pipe shall be determined by the company in accordance with conditions surrounding the extension.
- e. For extension of service, the customer or customer group, or contractor, will be required to make a "Contribution in Aid of Construction" and deposit with the company in advance of construction an amount equal to the construction cost (exclusive of service and meters) of such extension.
- f. The deposit may be apportioned among the customers to be served.
- g. If within four (4) years after an extension made under a deposit agreement is placed in service, any fam additional customer or customers are connected to an extension-made-under a deposit

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Effective: February 14, 2014		Title: Treasurer

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**Original Page 11** 

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agreement, the deposit requirement will be <u>re-</u>computed according to the new density established and the new customer or customers will be required to deposit their propertional part of the total deposit and a pro-rata refund made to the original depositors.

Issued: March 13, 2014 Effective: February 14, 2014 Issued by: Deborah O. Carson Title: Treasurer

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Effective:

Issued by: Robert Gallo Title: President

Authorized by NHPUC Order No. in DW dated.

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Original Page 12

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NHPUC No. 1- Water ABENAKI WATER COMPANY, INC. BOW, NH

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# TERMS ANDP CONDITIONS

#### be required to deposit their proportional part of the total deposit and a pro

rata refund made to the original depositors.

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- h. If a subsequent main extension is made, either continuous or laterals, supplied from the original extension upon which a deposit is still refundable, a recalculation will be made on the basis of the customer density established. If the customer density is increased thereby it will be combined with the original extension and pro-rata and equitable funds will be made to the original depositors. If the customer density is decreased thereby then such extension will be considered a new and separate extension.
- i. \_\_\_\_The company shall not be required to construct extensions under the above terms where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other customers of the company.
- Except under unusual circumstances, the construction of main extensions will not be carried on before April 15th or after November 15th of any year.

 Issued:
 Issued by:
 Robert Gallo

 Effective:
 Title:
 President

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 Issued by: Deborah 0. Carson

 Effective:
 February 14, 2014

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3rd Revised Page 13

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ABENAKI WATER CO., INC.

Superseding 2"d Revised Page 13

BOW, NH

#### GENERAL SERVICE - METERED For BOW WATER TARIFF SYSTEM

#### **AVAILABILITY:**

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

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

Water is obtained from wells and will be transmitted by pumps to the individual service pipe at a pressure of 20 to 125 pounds per square inch.

#### **RATES:**

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The rate of metered service shall include a customer charge per month per unit as follows:

Customer Class	Base Charge	Consumption Charge (per 100 cf)
Single Family	\$16.50 37.09	\$13.3487 4 33,0685

#### **MINIMUM CHARGE:**

The minimum charge will be the baseeustomer charge.

# **TERMS OF PAYMENT**

Bills under these rates are net, will be rendered monthly and are due and payable twenty-five days after mailing. Interest charged at a rate of 1.5% per month (18% annually) after 30 days.

1.1

ISSUED: June 13, 2016	ISSUED BY: Deborah 0, Carson	
EFFECTIVE: September 8, 2015	TITLE: Treasurer	Formatted: Tab stops: 4.05", Left
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Issued in compliance with NHPUC Order No. 25,9	05 dated June 3, 2016 in Docket DW 15-199	

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Effective:	Title:	President
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# DW 20-112

# Abenaki Water Company

**TGV Proposed Tariff Pages** 

NHPUC NO. 1 - WATER Abenaki Water Company, Inc. **Tioga – Gilford Village** 

**Original Page 1** 

# **SERVICE AREA**

The territory authorized to be served by Abenaki Water Company and to which this tariff applies is as follows:

A limited area in the Town of Gilford, New Hampshire, and as more specifically shown on a map filed separately with the commission and incorporated in this tariff by reference.

# **TERMS AND CONDITIONS**

## 1. Service Extensions:

Extensions will be made to existing mains provided:

- A.) The highway in which extension is to be located has established grades and has been dedicated to public use.
- B.) The investment charge is divided equally among customers concerned, to be assumed by new owner or tenant upon transfer of property or lease, but subject to proportionate reduction as new service pipes are connected by the extension.
- C.) In addition, an extension on private property may, at the discretion of the water company be made if:
  - · Access along a public highway or street is no feasible: and
  - The prospective customer(s) provide, without expense or cost to the company, the necessary easements, permits or consents providing the company with suitable legal rights for the construction, maintenance, and operation of pipe lines, and equipment including the right to excavate whenever necessary.
- A tapping fee of \$500 (plus materials) will be required to be paid in full prior to D) any new service connection being made to the water system.

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#### 2. Applications for service:

Application for service should be made to:

Abenaki Water Company

Issued: May 28, 2019

Pauline DoucetteRobert Gallo Issued by: Effective: April 30, 2019 Title: President Authorized by NHPUC Order No. 26,231 in DW 18-108 dated March 28, 2019.

## NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Gilford Village

**Original Page 2** 

32 Artisan Court #2 Gilford, NH 03249

# 3. Service Pipe:

The utility will install and maintain the service pipe from the main to the property line.\_-Each customer will provide and maintain the service pipe from the property line, and will install a stop and waste valve easily accessible and located inside the service entrance. Such installations shall be made in a manner, and of material approved by the utility.

## 4. Pipes and Fixtures:

All piping and fixtures of the customer shall be maintained by the customer in good repair free from leaks and protected against freezing. When it becomes necessary to thaw a frozen service pipe and it cannot be determined where it is frozen, and the utility, at the customer request, undertakes to thaw the same, one half of the cost thereof shall be paid by the customer.

#### 5. Use of Water:

All persons shall avoid unnecessary waste <u>of</u> water. They shall not allow water to run to prevent freezing or longer than necessary for proper use. The company shall determine what constitutes waste or improper use and will restrict the same when necessary.

#### 6. Restricted Use:

When necessary to conserve supply, the company may restrict or prohibit the use of a hand hose, and lawn sprinklers. For any violation of the restricted use clause, the company reserves the right to disconnect the service, without notice, to customer and may charge a reconnection fee of  $\frac{60.00.40.00}{20.00}$  Such restricted use notice will be filed with the commission.

#### 7. Stoppage and Damage:

The water may be shut off for repairs or construction by a representative of the utility, in which case reasonable endeavor will be made to notify the customers affected. The utility shall not be responsible for any damage caused by periodic cleaning of pipes, opening or closing of valve or any other cause due to no lack of reasonable care on the part of the utility.

# 8. Billing:

Bills will be rendered periodically in accordance with the "Terms of Payment" specified in the rate schedule and are due and payable upon presentation.

Issued: May 28, 2019 Issued by: Pauline Doucette<u>Robert Gallo</u> Effective: April 30, 2019 Title: President Authorized by NHPUC Order No. 26,231-in DW 18-108-dated-March 28, 2019.

# NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Gilford Village

Original Page 3

## 9. Deposit:

The utility reserves the right to require a deposit in accordance with PUC 1203.03.

# 10. Connection and Reconnection:

A.) A charge of \$60.0040.00 shall be made for turning water on or off at the customer's requests, or for any reason outlined in point 11, during working hours between 8:00 a.m. and 4:30 p.m. Monday through Friday. The charges shall be \$90.0080.00 if requested after regular working hours or on a State observed holiday.

B.) If a bill for service is unpaid and no arrangements for payment are made 30 days after it has been rendered, the utility reserves the right to disconnect the service after 12 days written notice to the customer in accordance with PUC 1203.11. Reconnections will not be made until all previous charges for water have been paid, plus the reconnection fee of \$60.0040.00.

#### 11. Disconnection:

A.) Service may be disconnected for nonpayment of a bill subject to the regulations of the Public Utilities Commission. A \$60.00 reconnection fee will be assessed if service is disconnected due to nonpayment and;

B.) Service may be disconnected without notice for any of the following reasons and in accordance with PUC 1203.11:

- 1. Willful waste of water
- 2. Tampering with Company property
- 3. Vacancy of the premises
- 4. Cross-connecting the Company's service with any other supply source
- 5. Violation of restricted use rules properly made by the water company

#### 12. Meters:

A.) All customers shall be metered and an individual meter shall be required for each premises and for each separate service connection where practicable.

B.) All meters will be furnished by and remain the property of the Company, which reserves the right to stipulate the size, type and make of meter to be used, as well as the location of the setting.

Issued: May 28, 2019 Issued by: Pauline Doucette<u>Robert Gallo</u> Effective: April 30, 2019 Title: President Authorized by NHPUC Order No. 26,231-in DW 18-108-dated-March 28, 2019.

#### **Original Page 4**

NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Gilford Village

C.) When possible, the meter will be set in the basement in a convenient place to control the entire supply. Where this is impossible or impracticable, it may be set at the property line or at some other location designated by the Company. All expense in connection with the proper housing shall be borne by the customer.

D.) All meters shall be maintained by and at the expense of the Company in so far as ordinary wear and tear are concerned, but the customer will be held responsible for damage as a result of freezing, hot water, or other external causes. When such damage occurs, the Company will furnish and set another meter to replace the one frozen or otherwise damaged, and the cost of such repairs including replaced parts, labor, and transportation charges as are necessary shall be paid for by the customer.

E.) The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be accepted as conclusive by both the customer and the Company, except when the meter has been found to be registering inaccurately, or has ceased to register. In such cases, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, by the average registration of the new meter, which ever method is representative in the opinion of the Company of the conditions existing during the period in question.

F.) The Company reserves the right to remove and to test any meter at anytime and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. Meters will be tested in accordance with the requirements of the meter testing rules of the NH Public Utilities Commission. If the subject meter tests accurate to the then tolerance prescribed by the NH Public Utilities Commission, the customer shall pay \$100 for such testing. The Company reserves the right to remove and to test any meter at anytime and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fee for testing such meters will be \$40,00 and payable in advance of the test.

G.) In the event that the meter so tested is found to have an error in registration in excess of three percent (3%) at any rate of flow within normal test flow limits to prejudice of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter. This correction shall apply to both over and under registration.

H.) The customer shall permit no one, not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his/her premises. The customer

Issued: May 28, 2019 Issued by: Pauline Doucette Robert Gallo Effective: April 30, 2019 Title: President Authorized by NHPUC Order No. 26,231-in DW 18-108-dated March 28, 2019. NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Gilford Village **Original Page 5** 

shall notify the Company, as soon as it comes to his/her knowledge, of any injury to, or cessation in registration of the meter.

Issued:May 28, 2019Issued by:Pauline DoucetteRobert GalloEffective:April 30, 2019Title:PresidentAuthorized by NHPUC Order No. 26,231 in DW 18-108 dated-March 28, 2019.Title:President

NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Gilford Village **Original Page 6** 

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

# Rate Schedule - "GM"

# **AVAILABILITY:**

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

## CHARACTER OF SERVICE:

Water will be furnished and maintained at the normal operating pressure of not less than 20 psi nor more than 125 psi at the service connection.

## RATES-QUARTERLYMONTHLY

Fixed Quarterly Monthly Charge:	\$ <del>35.97</del> per unit	1 95.78
Consumption Charge:	\$0. <del>0409</del> per <del>cubic foot</del> gailon	0.11

#### **TERMS OR PAYMENT:**

Bills under this rate schedule are net, will be rendered <u>monthlyquarterly</u>. The bills are due and payable upon presentation. If payment is not made within 30 days from the postmarked date, disconnect action may be taken in accordance with regulations of PUC 1203.11. <u>Should payment be made to a Company representative while on site at the time of disconnection a \$50.00 collection fee shall be assessed</u>. If a check is returned to the Company, the charge shall be <u>no less than thirty five dollars</u> (\$<u>3</u>5.00), or the Company's cost to recovery.

Issued: May 28, 2019

Issued by:

Effective:-April 30, 2019

Title: President

Authorized by NHPUC Order No. 26,231 in DW 18-108 dated March 28, 2019.

# DW 20-112

Abenaki Water Company

TB Proposed Tariff Pages

NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Belmont **Original Page 1** 

# **SERVICE AREA**

The territory authorized to be served by Abenaki Water Company and to which this tariff

applies is as follows:

A limited area in the Town of Belmont, New Hampshire, and as more specifically shown on a

map filed separately with the commission and incorporated in this tariff by reference.

# **TERMS AND CONDITIONS**

#### 1. Service Provisions:

All applicants may apply for service to the company in accordance with PUC 1203.01. <u>A</u> <u>tapping fee of \$500 (plus materials) will be required to be paid in full prior to any new service</u> <u>connection being made to the water system.</u>

# 2. Applications for service:

Application for service should be made to:

Abenaki Water Company 32 Artisan Court #2 Gilford, NH 03249

#### 3. Service Pipe:

The utility will install and maintain the service pipe from the main to the property line. Each customer will provide and maintain the service pipe from the property line, and will install a stop and waste valve easily accessible and located inside the service entrance. Such installations shall be made in a manner, and of material approved by the utility.

## 4. Pipes and Fixtures:

All piping and fixtures of the customer shall be maintained by the customer in good repair free from leaks and protected against freezing. When it becomes necessary to thaw a frozen service pipe and it cannot be determined where it is frozen, and the utility, at the customer request, undertakes to thaw the same, one half of the cost thereof shall be paid by the customer.

 Issued: May 28, 2019
 Issued by:
 Pauline DoucetteRobert Gallo

 Effective: April 30, 2019
 Title:
 President

 Authorized by NHPUC Order No. 26,231 in DW 18-108-dated-March 28, 2019.
 President

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NHPUC NO. 1 – WATER Abenaki Water Company, Inc.

Tioga – Belmont

#### 5. Use of Water:

All persons shall avoid unnecessary waste water. They shall not allow water to run to prevent freezing or longer than necessary for proper use.

## 6. Stoppage and Damage:

The water may be shut off for repairs or construction by a representative of the utility, in which case reasonable endeavor will be made to notify the customers affected. The utility shall not be responsible for any damage caused by periodic cleaning of pipes, opening or closing of valve or any other cause due to no lack of reasonable care on the part of the utility.

## 7. Billing:

<u>Bills will be rendered periodically in accordance with the "Terms of Payment" specified in the rate schedule and are due and payable upon presentation.</u> Bills will be rendered in accordance with the PUC 1203.

## 8. Deposit:

The utility reserves the right to require a deposit in accordance with PUC 1203.03.

# 9. Service Charge:

A Charge of **\$25.00** will be assessed for each visit to the customers premises between the hours of 8:00 am and 5:00 pm. After 5:00 pm or on weekends or holidays, the charge shall be **\$50.00**.

#### 910. Connection and Reconnection:

A.) A charge of \$60.0050.00 shall be made for turning water on or off at the customer's requests, or for any reason outlined in point 10. This will only be available during working hours between 8:00 a.m. and 4:305:00 p.m. Monday through Friday. A charge outside of normal working hours, or on a State observed holiday, will be assessed at a rate of \$90.00.

B.) If a bill for service is unpaid and no arrangements for payment are made 30 days after it has been rendered, the utility reserves the right to disconnect the service after 12 days written notice to the customer in accordance with PUC 1203.13.

C.) A <u>disconnection and</u> reconnections fee of \$60.0025.00 will be assessed if the water is disconnected due to an unpaid balance. Reconnections will be made in accordance with PUC 1203.13.

#### 1011. Disconnection:

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# **Original Page 3**

NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Belmont

A.) Service may be disconnected without notice for any of the following reasons and in accordance with PUC 1203.11.

- 1. Tampering with Company property
- 2. Vacancy of the premises
- 3. Cross-connecting the Company's service with any other supply source
- 4. Violation of restricted use rules properly made by the water company

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## 1112. Restricted Use:

When necessary to conserve supply, the company may restrict or prohibit the use of a hand hose, and lawn sprinklers. Under no circumstances can pools be filled from the source without prior permission from the Company. For any violation of the restricted use clause, the company reserves the right to disconnect the service. The Company may charge a reconnection fee of \$250.0025.00. Such restricted use notice will be filed with the Public Utilities Commission.

#### 1243. Meters:

A.) All customers shall be metered and an individual meter shall be required for each premises and for each separate service connection where practicable.

B.) All meters will be furnished by and remain the property of the Company, which reserves the right to stipulate the size, type and make of meter to be used, as well as the location of the setting.

C.) When possible, the meter will be set in the basement in a convenient place to control the entire supply. Where this is impossible or impracticable, it may be set at the property line or at some other location designated by the Company. All expense in connection with the proper housing shall be borne by the customer.

D.) All meters shall be maintained by and at the expense of the Company in so far as ordinary wear and tear are concerned, but the customer will be held responsible for damage as a result of freezing, hot water, or other external causes. When such damage occurs, the Company will furnish and set another meter to replace the one frozen or otherwise damaged, and the cost of such repairs including replaced parts, labor, and transportation charges as are necessary shall be paid for by the customer.

Issued: May 28, 2019 Issued by: Pauline Doucette Robert Gallo Effective: April 30, 2019 Title: President Authorized by NHPUC Order No. 26,231-in DW 18-108-dated-March 28, 2019. NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Belmont Original Page 4

E.) The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be accepted as conclusive by both the customer and the Company, except when the meter has been found to be registering inaccurately, or has ceased to register. In such cases, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, by the average registration of the new meter, which ever method is representative in the opinion of the Company of the conditions existing during the period in question.

F.) The Company reserves the right to remove and to test any meter at anytime and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. Meters will be tested in accordance with the requirements of the meter testing rules of the NH Public Utilities Commission. If the subject meter tests accurate to the then tolerance prescribed by the NH Public Utilities Commission, the customer shall pay \$100 for such testing.

G.) The customer shall permit no one, not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his/her premises. The customer shall notify the Company, as soon as it comes to his/her knowledge, of any injury to, or cessation in registration of the meter.

Meters shall be maintained in accordance with PUC 1203.04 and PUC 600.

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Pauline Doucette<u>Robert Gallo</u> Title: President NHPUC NO. 1 – WATER Abenaki Water Company, Inc. Tioga – Belmont **Original Page 5** 

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

## Rate Schedule - "GM"

#### **AVAILABILITY:**

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

## **CHARACTER OF SERVICE:**

Water will be furnished and maintained at the normal operating pressure of not less than 20 psi nor more than 12579 psi at the service connection.

#### RATES-QUARTERLYMONTHLY

Fixed Quarterly Monthly Charge:	\$ <del>60.00</del> -per unit	256.42
Consumption Charge:	\$0. <del>1177</del> per <del>cubic footgallon</del>	0-6764-

#### **TERMS OR PAYMENT:**

Bills under this rate schedule are net, will be rendered monthly. The bills are due and payable upon presentation. If payment is not made within 30 days from the postmarked date, disconnect action may be taken in accordance with regulations of PUC 1203.11. Should payment be made to a Company representative at the time of disconnection a \$50.00 collection fee shall be assessed. If a check is returned to the Company, the charge shall be thirty five dollars (\$35.00). Bills under this rate schedule are net, will be rendered quarterly. The bills are due and payable upon presentation. If payment is not made within 30 days from the postmarked date, disconnect action may be taken in accordance with regulations of PUC 1203.11.

If a check is returned to the Company, the charge shall be no less than \$5.00 or the Company's cost of recovery.

Issued: May 28, 2019

Issued by: \_\_\_\_\_

Effective: April 30, 2019

Title: President

Authorized by NHPUC Order No. 26,231-in DW 18-108-dated-March 28, 2019.