

CONTENTS

	PAGE
SERVICE AREA	2
I DEFINITIONS	3
II SERVICE QUALITY	3
III APPLICATION FOR SERVICE	3
IV ALTERATIONS IN FIXTURES OF UNMETERED SERVICE	4
V WORK ON CUSTOMER’S PREMISES	4
VI OWNERSHIP AND MAINTENANCE OF SERVICE PIPES	4
VII TEMPORARY SERVICE	5
VIII SEASONAL SERVICE	5
IX BALL VALVE	5
X MAINTENANCE OF PLUMBING	5
XI SAFEGUARDING USE OF HOT WATER TANKS	5
XII JOINT USE OF SERVICE PIPE TRENCH	6
XIII WINTER CONSTRUCTION	6
XIV RESPONSIBILITY FOR WATER CHARGES	6
XV USE OF HOSE	6
XVI RIGHT OF ACCESS	6
XVII WASTE OF UNMETERED WATER	6
XVIII NO LIABILITY FOR INTERRUPTED OR UNSATISFACTORY SERVICE	6
XIX METERS AND BACKFLOW DEVICES	7
XX PUBLIC HYDRANTS	8
XXI TAMPERING	8
XXII PRIVATE FIRE PROTECTION	8
XXIII UNAUTHORIZED USE OF WATER	8
XXIV BILLING	8
XXV DISCONTINUANCE OF SERVICE	9
XXVI OTHER CHARGES	10
XXVII CUSTOMERS RESPONSIBILITY	10
XXVIII DEPOSITS	10
XXIX EXTENSIONS OF MAIN PIPE	11
APPENDIX A	
APPENDIX B	
APPENDIX C	

SERVICE AREA

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

TILTON AND NORTHFIELD, NEW HAMPSHIRE

The following terms and conditions, together with the Rate Schedule, Sprinkler/Main Drain/Fire Pump Testing Appendix, and the Backflow Prevention Program govern the provision of water service by the Tilton & Northfield Aqueduct Company, Inc. to a customer. A customer's acceptance of water service is conditioned upon the acceptance by the customer of these terms, conditions, and rate schedules.

I. Definitions:

"Utility", "Company", or "Agent of the Company" shall mean the Tilton & Northfield Aqueduct Company, Inc. or its authorized agent or representative.

"Commissioners" shall mean Tilton-Northfield Water District Commissioners.

"Person" or **"Customer"** shall include individuals, partnerships, firms, associations, or corporations.

"Customer unit" shall mean any dwelling accommodation designed for the use of not more than one family including overnight cabins, cottages and trailers with housekeeping facilities, equipped for permanent occupancy. Ordinarily the test of whether or not a dwelling unit is designed for more than one family shall be determined by the number of individual kitchen sinks and the existence of more than one kitchen sink in such living accommodation shall be prima-facie evidence that such accommodations were designed for more than one family. **"Customer Unit"** shall also mean any store, office, commercial, or manufacturing establishment operated as an independent unit and in which at least two separate water fixtures are located. It shall also be used to designate multifamily and or duplex housing units.

"Main Pipe" shall mean the supply pipe which service connections are made to supply water to the customer.

"Service Pipe" shall mean the pipe running from the main pipe to the premises of the customer.

II. Service Quality

The Company will not guarantee an uninterrupted or unlimited full supply of water but will use its best endeavors to give satisfaction to all users.

III. Application for Service:

A. All persons desiring to take water must sign and file at the office of the Company an application on forms furnished by the Company, stating the general purposes for which it is to be used, a brief description of the property to be served, the number of family units, tenants, and establishments to be served, the type of business, if any, to be carried on the premises, fire protection required, if any, and such other pertinent information as the Company may request along with all required connection fees. The location to which an applicant requests service shall be within the Company's authorized franchise area.

B. The person(s) shall receive an Application for Water Service, a copy of the Tariff with the accompanying Appendixes, and a form for placement on the Agenda of the Company's

monthly meeting for review and approval. Such forms may be signed by the owner or person accepting responsibility for payment of the bill, but if a service connection is required the application must be signed and dated by the owner or authorized representative.

C. The application shall contain a provision stating that the applicant by signing the same agrees to accept the terms and conditions as herein contained and on file with the Commission or as may be later modified and filed. The company shall not be obligated, to furnish water until receipt of such signed application. The Commissioners may have up to 10 days to review and Accept/Decline/Conditionally Accept the request. Once approved by the Commissioners, the application will remain in effect for one year, after which time a new application will need to be submitted.

D. Should substantially increase use be desired at any time the customer must notify the Company in writing in advance of such change in use.

**IV. Alterations In Fixtures Of Unmetered Service:
(WHICH INCLUDES ALL FIRE PROTECTION SERVICES):**

No customer supplied with water under an unmetered rate schedule shall install any additional fixtures or make any alterations in fixtures previously installed without first giving written notice to the Company. This provision applies to the Company's provision of unmetered service, Municipal Fire Protection service, and Private Fire Protection service.

V. Work on Customer's Premises:

In places where the Company is requested to do work on the customer's premises, application for such work shall first be made in writing on forms provided by the Company and a deposit may be required equal to the estimated cost of the work for which applicant will be given a receipt. At the completion of the work, a bill will be rendered. Any excess deposit will be returned, and any amount due in excess of deposit will be payable to the Company.

VI. Ownership and Maintenance of Service Pipes:

With the exception of meters, as provided for in Section XIX below,

A. All service pipes within the limits of the highway, including the shut-off, shall be installed, owned, and maintained by the Company.

B. From the limits of the highway to the building the service pipe shall be installed, owned and maintained by the customer.

C. Any relocation of the service pipe on a 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 responsible for any damage done by water escaping therefrom. A Company representative will need to be present during the installation.

D. Should any unauthorized changes be performed that cause dirty water, the customer will be

responsible for the cost of the water lost due to the Company having to open hydrants to remove the dirty water and the manpower needed to fix the situation.

VII. Temporary Service:

When permission to open a street cannot be obtained or when for any physical reason it is impractical to make excavation and provide independent service, water may be furnished temporarily from an adjacent service if deemed advisable by the Company and the owner gives permission, but such service delivery shall be entirely at the expense of the customer requesting such service. Water service, furnished to any housing or trailer, not placed on a permanent foundation shall be considered temporary service and the whole cost of furnishing service from the nearest available main shall be entirely at the expense of such customer.

VIII. Seasonal Service:

Seasonal service is defined as water supply to premise for less than a calendar year. Surface service pipes will be installed and maintained at the expense of the customer. Water furnished through surface pipes will be furnished only from May first to October first. Except that the Company may render service before and after these dates if deemed advisable.

IX. Ball Valve:

Every new service installation must be provided with a ball valve located inside the building near the service entrance, easily accessible and protected from freezing. All inside piping should be so arranged as to permit draining whenever necessary.

X. Maintenance of Plumbing:

A. All customers shall maintain the plumbing and fixtures at their own expense within their own premises in good repair and protected from freezing. All customers shall make any repairs which may be necessary to prevent leaks and damage.

B. No cross-connection between the Company's water supply system and any other water supply, plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted after twenty-four (24) hour's written notice to the customer by the Company. If the owner of the connection fails or refuses to break or properly protect the connection within the time limit, the Company shall discontinue service by making a definite break in the service pipe until the connection has been properly changed in compliance herewith.

XI: Safeguarding Use of Hot Water Tanks:

All customers having direct pressure hot water tanks must place proper expansion tanks and relief valves in the pipe system to prevent any damage to such tanks should it become necessary to shut off the water on the street mains. The Company shall not be liable for damages to any water tank on the customer's premises.

XII. Joint Use of Service Pipe Trench:

Water service pipes will not be placed in the same trench with gas, electric conduits or similar structures.

XIII. Winter Construction:

Ordinarily no new service pipes or extension of main pipes will be installed during winter conditions when frost is in the ground. In case of emergency the customer requiring such construction at increased cost shall pay all extra expense over ordinary construction cost.

XIV. Responsibility for Water Charges:

Where there is more than one Customer Unit in an individual building supplied with water the Company shall require that the owner of the premises must sign an application for Water Service and agree to assume responsibility for payment of all charges for water service rendered to the property billed in accordance with the Company's Rate Schedule. Should the owner be unwilling to accept responsibility, it will be treated as multiple Customer Units, requiring separate service lines, subject to the Company's Rate Schedule. **If the multiple Customer Units are in separate buildings, then a separate service will be required for each building in accordance with the Company's Rate Schedule.**

XV. Use of Hose:

The use of the hose for sprinkling lawns or gardens shall not be restricted for metered customers. Unmetered customers will not be allowed the use of the hose unless applied for and unless equipped with a nozzle not over one quarter inch (1/4") in diameter. When necessary to conserve supply, the Company reserves the right to restrict or prohibit the use of both hose and sprinklers.

XVI. Right of Access:

Any authorized representative of the Company shall have the right of access at any reasonable time to any part of any customer's premises for purposes of inspection, meter reading, repair or replacement of meters, fixture count (including sprinklers), private hydrants or other legitimate purposes, and at any time in case of emergency.

XVII. Waste of Unmetered Water:

Customers on unmetered rate schedules must prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing. Water will not be supplied on unmetered rates for any continuous flow device. The officers of the Company shall decide what constitutes waste or improper use and shall restrict the same when necessary.

XVIII. No Liability for Interrupted or Unsatisfactory Service:

If, by reason of shortage of supply or for the purpose of making repairs, extensions or

connection or for any reason beyond the control of the company it becomes necessary to shut off water in the mains, the Company will not be responsible for damage occasioned by such shut-off and no refund or credit will be allowed unless the interruption is in effect for a continuous period in excess of ten (10) days, in which case a proportionate credit will be allowed. Notice of shut-off will be given when practicable, but nothing in this rule shall be construed as requiring the giving of such notice. The Company will not be responsible for damage caused by dirty water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants unless such damage is caused by failure to use reasonable care on the part of the utility.

XIX. Meters & Backflow Devices:

A. Metered Service:

Any customer may make written application for metered service. The size of the meter will, in all cases, be determined by the Company. Premises once served at unmetered rates will not be restored to an unmetered rate except at the discretion of the Company. The Company may install meters whenever deemed necessary to prevent excessive or abnormal use, or waste of water.

B. Meter Setting:

All meters shall be set, as nearly as possible, at the point of entrance of the service pipe to the building and in a proper and readily accessible location for all purposes including removal. The cost of meter and installation shall be borne by the company. Meters once set may be changed in location at the request of the customer, only at customer's expense, and provided such change has been duly authorized by the company. Readers are located on an exterior wall of the house to facilitate meter reading. If the reader must be disconnected and relocated to accommodate remodeling, new siding or repairs, the Company must be notified. There may be a charge for this relocation. If the Company is not made aware of the disconnection/relocation of the reader it may ultimately result in discontinuance of service if meter readings cannot be completed and we do not obtain access to the residence.

C. Meter Boxes:

Where for any reason it is necessary or expedient to locate a meter in an underground box or vault, the customer shall bear the expense of same.

D. Repairs:

Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company but if such repairs or replacements are necessitated by freezing, hot water, or by neglect of the customer, such cost will be charged to the customer. Cost as noted on Appendix A.

E. Auxiliary Meters:

If additional or auxiliary meters are desired by customers who are on multiple service as defined in paragraph XIV above, for the purpose of showing subdivision of the supply, such additional or auxiliary meters shall be purchased by the customer, installed and maintained at his expense.

F. Failure to Register:

In case of meter registration failure or removal for repairs, charges for water consumption shall be based on an average of the amount registered over similar periods preceding or subsequent

thereto, or upon any other pertinent information furnished by the customer or known to the company.

G. Testable Backflow Devices:

The Company has a backflow prevention program. It is required for all accounts with testable dual check or RPZ backflow preventers to be tested bi-annually only by the Company's authorized agent. The rate for this test will be based on a per unit charge billed directly to the Customer. Nonpayment of such invoice, testing failure, or failure to make required repairs may result in termination of water service. These backflow preventers are provided and installed at the cost of the customer. Backflow devices are also required for lawn irrigation equipment. See Appendix C for more information.

XX. Public Hydrants:

Hydrants may not be used for any purpose other than extinguishment of fires and for such other purposes as may be mutually agreed to by the Company and municipality, but in no case shall hydrants be opened by any person other than an Agent of the Company or a duly accredited representative of the Tilton-Northfield Fire District for emergency purposes.

XXI. Tampering:

All gates, valves, shut-offs, standpipes, meters or any other Company-owned property are not to be opened or closed, or in any other way tampered with, by any person other than an authorized employee of the Company.

XXII. Private Fire Protection:

Customers desiring private fire protection must consult, before installations, with the company as to the availability of mains, pressure, etc. No private fire connection will be made on a water main of less than six inches (6") in diameter and no private fire connection service itself shall be less than six inches (6") in diameter. No private fire connection service can be used also for domestic, commercial or industrial use. No connection other than fire connections will be allowed to be connected to the pipes of the fire protection system. All sprinkler pipes and other private fire connection pipes and hydrants shall be so placed as to be readily inspected or accessed by an authorized representative of the Company or the Tilton-Northfield Fire District for emergency purposes. All Sprinkler/Main Drain/Fire Pump Testing must comply with the Procedures outlined in Appendix B attached.

XXIII. Unauthorized Use Of Water:

No person shall take or use water contrary to the published terms and conditions of the company or take or use water illegally or in such a way as to evade the tariff schedule rates or meter charges.

XXIV. Billing:

A. Water bills are payable at the office of the Company in accordance with the tariff rate schedules, noted in Appendix A.

B. In the event that the Company's representative is unable to read a meter during a meter-reading, the billing shall be based upon an estimate of use equal to an average of the amount of water used during the previous four (4) billing periods, or equivalent quarters in past years.

C. 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 of 1¼% monthly – 15% per annum for the unpaid amount for every 30 days the payment is past due and a late fee of \$30.00.

D. 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 plus bank fees assessed to the Company's account as noted in Appendix A.

E. In the absence of a written agreement to the contrary, all monies received by the Company from or on behalf of a customer shall first be applied to late charges, returned check charges, then to disconnection or reconnection charges, then to the cost of collection, then to charges for service, each category in chronological order, oldest to newest.

F. 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 pay the Company all of its costs incurred in the enforcement of this tariff or the collection of such charges, including, but not limited to, its reasonable attorney's fees.

XXV. Discontinuance of Service:

A. The Company may disconnect service to a residential customer after appropriate notice if:

1. The customer has failed to pay within 30 days following the postmarked date of any proper undisputed bill or deposit request; or
2. The customer has failed to abide by the terms of a payment agreement; or
3. The customer refuses to give reasonable access to his premises for necessary inspection, repair or replacement of utility property.

B. Notice may be sent not less than thirty (30) days after the postmark date of the original bill. Written notice of the Company's intent to disconnect shall be postmarked at least ten (10) days in advance of the date of disconnect or posted directly at the service address.

C. Service shall be disconnected only between the hours of 8 a.m. to 3:30 p.m. on any regular business day, but not preceding a day on which the Company's business will be closed.

D. Prior to disconnection, the Company employee disconnecting the service shall notify an adult occupant of the premises or leave a notice if no adult is present. The notice should contain the procedure to have service restored.

E. The Company employee disconnecting the service shall accept payment in full of the bill tendered prior to commencing with the disconnection to prevent disconnection. In such event, the employee shall give a receipt and leave the service intact. The Company will charge a fee to customer for collection of payment at the customer's premises equal to reconnection fee as indicated in Appendix A.

F. The Company will restore service promptly upon the customer's request when the cause for disconnection has been removed and the customer has paid the reconnection fee.

G. When a customer cannot pay a bill in full, the Company may continue to serve the customer if the customer pays a reasonable portion, at least 25%, of the outstanding bill as a preliminary payment as set forth in a Payment Arrangement. And, makes payments in a timely manner as stated in said Payment Arrangement and continues to pay all future bills within 30 days following the postmarked date of the bill.

H. If a customer disputes a bill, the customer must request a conference with the Superintendent or Commissioners prior to the date of disconnect.

I. Service will be disconnected **without notice** for any of the following reasons:

1. Fraudulent use or procurement of service by the customer; or
2. Violation of restrictions or prohibitions of water use; or
3. Violation of rules which endanger life or property; or
4. Tampering with Company property; or
5. Unauthorized taking of water service; or
6. If conditions at the Customer's premises constitute an imminent threat to the Company's ability to provide safe and adequate water service to its remaining customers; *or*
7. Customer abandonment of premises.

J. Until the customer notifies the Company in writing of a change in occupancy, the customer of record will be held responsible for all charges.

XXVI. Other Charges:

A. There will be a service charge for turning off or turning on water at the customer's request. The service charge will be equivalent to the amount shown on the Company's schedule of rates and charges in effect at the time of the turn-off or turn-on.

B. When service has been disconnected for any reason not associated with Company repairs to the water system, the charge for reconnection shall be as shown on the Company's schedule of rates and charges in effect at the time of the reconnection.

XXVII. Customers Responsibility:

Charges for service under this Tariff or under any agreement between the company and the customer shall continue to the end of the term specified thereafter or until such time as the Company shall receive reasonable notice from the customer of a desire to terminate the service. The notice period shall be 4 business days.

XXVIII. Deposits:

A. The Company may require a deposit as follows:

1. When the Company has successfully obtained a judgment against the customer during the past 2 years for non-payment of a delinquent account for water utility service;
2. When the Company has disconnected the customer's service within the last 3 years because the customer interfered with, or diverted, the service of the Company situated on or about the customer's premises; or
3. When the customer's service has been disconnected for non-payment of a delinquent account.

B. Interest will be paid on deposits, in accordance with the Company's schedule of rates.

C. In lieu of a deposit, the Company may accept the irrevocable written guarantee of a responsible party such as a social service organization, a municipal welfare agency, a bank, or a customer in good standing of the Company as surety for a customer service account, provided that any such guarantee shall:

1. Be in writing;
2. Include the maximum amount guaranteed; and
3. Specify that the Company shall not hold the guarantor liable for the sums in excess of the maximum amount guaranteed unless agreed to in a separate written agreement.

D. Unless a responsible party is substituting for another responsible party, the responsible party assuring the guarantee referenced above shall be released from liability and no further deposit shall be required from the customer at the point in time when all bills have been paid without delinquency for 12 consecutive months for a residential customer and 24 consecutive months for a non-residential customer.

E. Upon termination of service the Company shall have the right to apply any deposit in payment of any billing in arrears if such billing shall be unpaid for a period of thirty days beyond the due date. Retention of the deposit by the Company shall not constitute a waiver of its rights otherwise to enforce collection of payment with the terms and conditions hereof. Deposits plus accrued interest thereon, less any amount due to the Company, will be refunded to the customer when satisfactory credit relations have been established, or upon termination of service. When a deposit is applied against an account which has been terminated, interest on any part of the deposit not refunded shall cease upon date of termination.

XXIX. Extensions of Main Pipe:

A. General.

1. Main pipe extensions may be laid by the Company or by the Customer, decision to be determined by the Company and shall be the property of the Company.
2. Highways or 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. In addition, an extension on private property may, at the discretion of the Company, be made if:
 - a) Access along a public highway or street is not feasible; and
 - b) The prospective customer(s) provide without expense or cost to the Company, the necessary permits, consents and easements providing the company with suitable legal rights for the construction, maintenance and operation of pipelines, and

- equipment including the right to excavate whenever necessary.
3. The size of pipe shall be determined by the company in accordance with conditions surrounding the extension, including the possibility of future expansion and fire protection.
 4. The Company shall not be required to construct extensions 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 be carried on between April 15th and November 15th of each year.

B. For an Individual or Group of Individuals:

Subject to the interpretation of “individual” vs. “developer” provided for in subsection “C” below, main extensions will be made upon petition of prospective customers subject to the following terms and conditions:

1. For each customer served at the regularly filed and published tariff rates the Company will, at its own expense, extend its mains a distance not to exceed twenty-five (25) feet.
2. For extensions averaging more than twenty five (25) feet per customer, the customer or customer group will be required to make an “advance for construction” and deposit with the company in advance of construction an amount equal to the construction cost (exclusive of services and meters) of such extension after deducting there from the cost of twenty five (25) feet for each customer to be immediately served from said extension. Such construction costs shall be based on the actual cost of materials, equipment and labor.
3. The deposit may be apportioned among the customers to be served.
4. If, during the period of twenty (20) years immediately following the date of the original contract, an additional customer or customers are connected to an extension made under a deposit agreement, the deposit requirement will be recomputed 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 rate refund made to the original depositors.
5. If a subsequent main extension is made, either continuous or lateral, supplied from the original extension upon which a deposit is still refundable, a recalculation will be made on the basis of the customer density thereby established. If 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 unaffected or decreased thereby, then such extension will be considered a new and separate extension.
6. Under no circumstances will the company be required to make refunds in excess of the amount of money advanced for construction.

C. For developers:

Extensions of water mains will be made upon petition of any real estate developer, development company, building contractor, or by any other person, business, firm or corporation, or any agent thereof, or in any other instance where, in the opinion of the officers

of the Company, such extension constitutes a speculative venture, subject to the terms and conditions below. In the event that the Company is of the opinion that an extension constitutes a speculative venture, such as enhancing property values along its way or beyond its initial termination notwithstanding the fact that the individual or individuals requesting the main allege that it is for the purpose of serving one or a few homes or establishments, the company reserves the right to treat such an extension as a “developer” extension rules as contained in paragraph 2 herein, if after twenty (20) years the development anticipated by the company has not materialized.

1. If an extension is requested to provide water service to a prospective housing development or for other purposes of a speculative nature, then the utility will require the developer to advance the entire estimated cost of the extension based on the size of pipe required to serve the development and other potential development in the immediate area. If the actual main extension cost is more than the estimated cost, the Company will have the right to invoice the developer and be paid the excess cost. To affect an extension, a developer must apply in writing to the utility and submit their development plan.
2. The developer will not receive any refund for customers connected to the main within the development.