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TERMS AND CONDITIONS, cont.

20. APPLICATION FOR SERVICE

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

21. SERVICE PIPE

- A. Location
 - 1. Service pipe connections normally will be made only from the street which is the legal address of the premises served.
- B. Installation, Ownership and Maintenance of Residential and Commercial Services Less Than or Equal to 2 Inch Size Meters
 - 1. Main-to-Stop:
 - a. For Single-Family Residential Owners - All service pipes within the limits of the highway including the service from the main to the curb stop (the "Main-to-Stop"), shall be installed, owned and maintained by the utility.
 - b. For Developers – Main-to-Stop services requested to provide service to a prospective housing development or for other purposes of a speculative nature, as determined by the Company, will be treated as a “developer” main-to-stop. All service pipes within the limits of the highway including the service from the main to the curb stop (the “Main-to-Stop”), shall be installed by the customer or the Company at the customer’s expense. Thereafter, the main-to-stop shall be owned and maintained by the utility.

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TERMS AND CONDITIONS, cont.

4. Unless expressly otherwise provided below, if the Company is installing the main pipe extension, the Customer shall pay in advance ("Initial Customer Advance") the estimated construction cost which shall be based on the average cost of similar pipe (generally 8" ductile iron) installed during the previous year plus 10%. Additionally, the customer shall pay the Company a fee in accordance the schedule of Miscellaneous Utility Service Fees in this tariff to cover the cost of the Company completing the engineering, inspection and as-builts of the main pipe extension. Where it is anticipated that abnormal costs will be encountered, the Initial Customer Advance will be based on 150% of the previous yearly average. The Initial Customer Advance will be adjusted to the actual cost, when the actual costs are known ("Customer Advance"). The construction cost referred to above shall include mains, and related appurtenances, and such fire hydrants as may be required by the municipality or the Company. Where applicable, construction cost will also include permits, ledge removal, disinfection, pressure testing, corrections, insurance, bonds and paving.
5. Special contracts will be negotiated whenever in the opinion of the Company this regular extension tariff should not be used or is not feasible or economical. Each special contract shall be submitted to the Commission for approval.
6. All main pipe extensions will comply with the specifications and standards set forth in the Company's "Pennichuck Water Works, Inc., Pittsfield Aqueduct Company, Inc. and Pennichuck East Utility, Inc., Technical Specifications for Main, Hydrant and Service Installations," and with the specifications and standards of PUC 606.01-.02. The referenced technical specifications can be found on the Company's website, www.pennichuck.com under the engineering tab or can be obtained by contacting the Company's Engineering Department at 603-882-5191.
7. No interest shall be paid by the Company on any amount credited or refunded pursuant to the General Terms set forth above and the Specific Terms set forth below.

B. Specific Terms regarding Credits and Refunds

1. For each Customer served from the main pipe extension at the regular filed and published tariff rates including the Customer Advance provisions of Section 35, Paragraph A.4. above, the Company will credit or refund to the original Customer a portion of the Customer Advance (if installed by the Company) or a portion of the installation cost of the main pipe extension (if installed by the Customer) in an amount computed by capitalizing the projected net operating income from such Customer in accordance with Paragraph B.2. below. For the purpose of this Paragraph B, each service connection of a permanent nature will be considered as one Customer.
2. Projected revenue will be based on historical usage of a typical comparable Customer. The refund to the original Customer as a result of the connection of the original or any additional Customer will be in an amount equal to one (1) times the estimated annual water revenues to be realized from each such Customer served from the main pipe extension.
3. Additionally, if the main pipe extension and hydrant(s) are accepted as part of the municipal fire system, the Company will credit or refund to the original Customer an allowance allocable to fire protection. The amount allocable to fire protection will be an amount equal to one (1) times estimated annual revenue to be realized from the fire protection charge associated with the main pipe extension.

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