

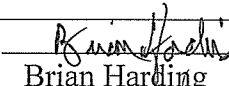
NHPUC NO. 1-SEWER
TARIFF
of the
EASTMAN SEWER COMPANY, INC.
for the provision of
SEWAGE COLLECTION, TRANSMISSION, TREATMENT AND DISPOSAL
SERVICE
in
A PORTION OF THE EASTMAN DEVELOPMENT
in the
TOWN OF GRANTHAM, NEW HAMPSHIRE

EASTMAN SEWER COMPANY, INC.

INDEX

	<u>Page</u>
1. Application of Tariff	
1.1 Service Area	2
1.2 Map of Service Area	2
2. General Terms and Conditions	3-10
2.1 Definitions	3
2.2 Undertaking of Eastman Sewer Company Inc.	4-5
2.3 Customer Service Pipe	5
2.4 Application for Service; fee	5
2.5 Limits of Discharge	5-8
2.6 Additional facilities which the Company may require the Customer to provide	8
2.7 Tests and Measures	9
2.8 Right of Access	9
2.9 Tampering	9
2.10 Payment for Service	9-10
3. Rate Schedules	11-12
3.1 Schedule R-U Residential Service – User	11
3.2 Schedule R-A Residential Service – Availability	11
3.3 Schedule C-U Commercial Service – User	12

Issued: September 2, 2011

Issued by: 
Brian Harding

Effective: September 2, 2011

Title: General Manager

(Authorized by the NHPUC Order No. 25,259 in Docket No. DW 08-086, dated August 4, 2011)

1. Application of Tariff

1.1 Service Area

The service area is that portion of the Eastman Development in Grantham, New Hampshire, depicted on the map referred to in Section 1.2 hereof, including but not limited to West Cove, Section 3, including Parcels A, B, C, and D, and existing toilet facilities at West Cove Beach; Snow Hill, Sections 2, 3, and 4, including existing toilet facilities at the Snow Hill Warming hut; South Cove, Sections 2 and 3, including existing Eastman Community Association building; East Lake Special Place; South Shore, Sections 1, 2, and 3, including Eastman Visitors Center; and South Cove Heights.

1.2 Map of Service Area

(A) See page 2A

Issued: November 2, 1989

Issued by: Tony Hanslin

Tony Hanslin

Effective: December 2, 1989

Title: President

(Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, dated November 2, 1989)

2. General Terms and Conditions

2.1 Definitions

(A) When used in this Tariff, the terms found in Section 2.1 (B) shall have the meaning assigned them.

(B) Definitions

- (1) Company – Eastman Sewer Company, Inc
- (2) Customer – The individual, partnership, association, corporation or other entity who receives, or has the right to receive, Sewer Service, and is responsible to the Company for payment of charges therefore.
- (3) Commercial Customer – any Customer other than a Residential Customer and an Availability Customer.
- (4) Residential Customer – any Customer who owns a residential unit in the Service Area that is hooked up to the Company's sewer system.
- (5) Availability Customer – any Customer who is not presently receiving Sewer Service but who has the right to do so in the future in accordance with the terms and conditions of this Tariff, and who is paying the company an availability charge to establish and preserve that right.
- (6) Sewer Service – Receiving, transporting, treating and disposing of sewage from the Customer's premises, subject to the terms and conditions of this Tariff.
- (7) Service Area – See Article 1.

Issued: November 2, 1989

Issued by: Tony Hanslin
Tony Hanslin

Effective: December 2, 1989

Title: President

(Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, dated November 2, 1989)

2.2 Undertaking of Eastman Sewer Company, Inc.

(A) Scope

The Company undertakes to provide the Sewer Service to Customers in the Service Area on the terms and conditions specified herein in accordance with the requirements of New Hampshire Public Utilities Commission (PUC).

(B) Availability

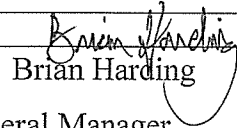
Subject to the terms and conditions of this Tariff, the Company will provide Sewer Service to those persons who are hooked up to the sewer system on the original effective date of this Tariff and to those person who are paying an availability charge (as set forth in Section 3.2 of this Tariff) as of said date.

(C) Liability

- (1) The Company's liability, if any, to a Customer or to others for damages arising from the furnishing of or the failure to furnish service or facilities, including but not limited to errors, interruptions, breakdowns, or other defects, whether caused by act or omission, shall be limited to the allocable charges for the service or facilities for the period affected and shall be further limited by this Section 2.2 (C). Provided, however, if the Company's negligence causes damages to a Customer or to others, then the Company shall not be liable for consequential damages and shall only be liable for direct damages which are caused by said negligence as such damages are limited by this Section 2.2 (C). In no event shall the Company be liable for damages caused by its negligence, to a Customer or to others, for any amount beyond the actual damages incurred by the Customer or to others who are damaged by the Company's negligence.
- (2) The Company shall not be liable under any circumstances for any special, incidental or consequential damages, or for commercial loss of any kind, whether or not it has been informed of the possibility of such damages.
- (3) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this Tariff involving claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this Tariff, including but not limited

Issued: September 2, 2011

Issued by: _____


Brian Harding

Effective: September 2, 2011

Title: General Manager

(Authorized by the NHPUC Order No. 25,259 in Docket No. DW 08-086, dated August 4, 2011)

to the introduction of any wastes or other materials or substances into the Company's sewer system for the Customer's service pipes in contravention of Section 2.5 of this Tariff.

(4) The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control.

2.3 Customer Service Pipe

From the point of initial discharge of effluent within the customer's premises served to the junction of the Company's sewer main, the service pipe (referred to in this Tariff as "building sewer") shall be installed, owned and maintained by the Customer, or the Customer's representative, in accordance with Company specifications, but shall not be the property, liability or responsibility of the Company in any respect. No building sewer shall be covered until it has been inspected and approved by the Company. Every building sewer shall be maintained in sanitary and safe operating conditions by the owner of the premises served. Where preliminary treatment or flow equalizing facilities are provided as a part of a building sewer, such facility shall be maintained continuously in satisfactory and effective operation by the Customer.

2.4 Application for Service; Fee

An Availability Customer seeking to receive Sewer Service must make written application for such Service to the Company, accompanied by payment of an initial hookup fee of \$125.00. The Customer is responsible for installation at his own expense of the building sewer to the point of interconnection with the Company's Sewer System as set forth in Section 2.3 of this Tariff, all subject to the review, inspection and approval of the Company.

2.5 Limits of Discharge

The following described substances, materials, waters or wastes shall not be introduced into the Customers' service pipes or into the Company's sewer mains or system:

Issued: November 2, 1989

Issued by: Tony Hanslin
Tony Hanslin

Effective: December 2, 1989

Title: President

Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, dated November 2, 1989)

- (a) liquid or vapor having a temperature higher than one hundred forty (140°) F (60°) C as discharged to the Customer's building sewer;
- (b) water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/1 or containing substances which may solidify or become viscous at temperatures between thirty two (32) and one hundred forty (140) degrees Fahrenheit (01 to 60° C);
- (c) garbage that has not been properly shredded; the installation and operation of any garbage grinder equipped with a motor of three fourths (3/4) horsepower (.076 hp metric) or greater shall be subject to the review and approval of the Company;
- (d) waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not;
- (e) waters or wastes containing iron, chromium, copper, zinc, solvents and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Company for such materials;
- (f) waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the Company as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge;
- (g) radioactive wastes or isotopes of such half-life of concentration as may exceed limits established by applicable State or Federal regulations or by the Company;

Issued: November 2, 1989

Issued by: Tony Hanslin

Tony Hanslin

Effective: December 2, 1989

Title: President

(Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, Dated November 2, 1989)

-
- (h) waters or wastes have a PH in excess of 9.0;
 - (i) materials which exert or cause:
 - (1) Unusual concentrations of inert suspended solids, i.e., greater than 300 mg/l as discharged to the Customer's building sewer (such as, but not limited to, Fullers earth, slurries, and lime residues), or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfates);
 - (2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning sulfates);
 - (3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the Company's sewage treatment works;
 - (4) Unusual volume of flow or concentrated wastes or both constituting slugs widely variant from the normal or average;
 - (j) water or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to the treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge thereof;
 - (k) storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, unpolluted industrial process water;
 - (l) gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
 - (m) waters or wastes containing more than twenty-five (25) mg/l of nonflammable petroleum oil, non-biodegradable cutting oils, or product of mineral oil origin;
 - (n) waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singularly or by interaction with other wastes, to injure or interfere with any sewage treatment process or to constitute a hazard at the sewage treatment

Issued: November 2, 1989

Issued by: Tony Hanslin

Tony Hanslin

Effective: December 2, 1989

Title: President

(Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, dated November 2, 1989)

plant, including but not limited to cyanides in excess of 0.004 mg/l as CN in the wastes as discharged to the Customer's building sewer;

- (o) waters or wastes having PH lower than 5.5, or having any other corrosive property capable of causing damages or hazard to structures, equipment or personnel of the sewage works; and
- (p) solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

2.6 Additional facilities which the Company may require the Customer to provide.

- (A) The Company may require that the Customer provide grease, oil or sand interceptors when necessary, in the Company's sole discretion, for the proper handling of wastes containing grease in excess amounts, or any flammable wastes, sand or other harmful ingredients. All interceptors shall be of type and capacity approved by the Company, and shall be located as to be readily and easily accessible for cleaning and inspection.
- (B) The Company may require a Customer to provide a suitable control manhole in the building sewer, together with such equipment as may be necessary to permit observation, sampling and measurement of wastes. Such manhole shall be constructed in accordance with plans approved by the Company and shall be located and maintained so as to be safe and accessible at all times.
- (C) The Company may require the customer to provide and maintain suitable preliminary treatment or flow equalizing facilities where necessary, in the Company's sole discretion, to meet limits on discharges prescribed in the Tariff or in any applicable State or Federal regulations.

Issued: November 2, 1989

Issued by: Tony Hanslin
Tony Hanslin

Effective: December 2, 1989

Title: President

(Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, Dated November 2, 1989)

2.7 Tests and Measurements

All measurements, tests and analysis of the characteristics of effluent to which reference is made in this Tariff shall be determined in accordance with the latest edition of "Standard Methods For the Examination of Water and Waste Water", published by the American Public Health Association, and shall be determined from samples taken at the control manhole provided, or if no special manhole has been required, at the downstream manhole in the Company's sewer pipe nearest to the point at which the Customer's building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the Company's sewage works and to determine the existence of potential hazard to persons, property or the environment.

2.8 Right of Access

Any authorized Company representative shall be permitted access to the Customer's premises at any time to inspect plumbing and fixtures discharging effluent to the Company's sewer pipes, and the sources and nature of such effluent, for the purpose of enforcing the provisions of this Tariff.

2.9 Tampering

All gates, valves, shutoffs or other installations or equipment of the Company shall not be opened, closed or tampered within any way by any person other than an authorized employee of the Company.

2.10 Payment for Service

(A) Bills.

Bills for service will be rendered periodically in accordance with the terms of payment specified in the applicable rate schedule and are due and payable at the office of the Company upon presentation. Bills not paid within thirty (30) days of their date are considered past due, and a late payment charge shall accrue at the rate of one and one-half (1 ½) percent of the unpaid balance per month until payment is received by the Company. If any bill is referred for

Issued: November 2, 1989

Issued by: Tony Hanslin
Tony Hanslin

Effective: December 2, 1989

Title: President

(Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, Dated November 2, 1989)

collection, the Company shall, in addition, be entitled to recover its costs of collection, including attorney's fees.

(B) Deposits.

The Company may, in order to safeguard its interest, require a Customer without established credit or with a record of late payment to deposit the equivalent of one periodic estimated billing to be held as a guarantee of the payment of charges. The fact that a deposit has been made does not relieve the Customer from compliance with any provision of this Tariff. Deposits shall be maintained by the Company and shall accrue interest in accordance with rules of the New Hampshire Public Utilities Commission.

(C) Change of Customer.

Until the Company is notified in writing of ownership of premises served, the Company may hold the Customer of record responsible for payment for service.

(D) Lien for Unpaid Charges.

The Company shall have a lien against the Customer's premises served for any unpaid charges, interest and costs of collection, without further notice to the Customer. The lien shall continue for 18 month from the date of the last unpaid bill. Such lien may be enforced by ex parte attachment by order of any court of competent jurisdiction. Taking service shall constitute the Customer's consent to this lien and a waiver of any objection to such attachment, whether or not formal application for service has been made.

Issued: November 2, 1989

Issued by: Tony Hanslin
Tony Hanslin

Effective: December 2, 1989

Title: President

(Authorized by NHPUC Order No. 19,600 in Docket No. DS88-117, Dated November 2, 1989)

3. Rate Schedules

3.1 Schedule R-U Residential Services – User

Availability: This schedule is applicable to each unit of residential real estate in the service areas which is connected to the Company's sewer pipes. The rate is available to owners of such units.

Character of Service: Receiving, transporting, treating and disposal of sewage from the Customer's premises, subject to the terms and conditions of the Tariff.

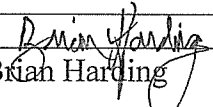
Rate: \$368.39 per year.

Note: The annual rate of \$368.39 includes \$18.71 per customer for ongoing minor capital projects and \$95.12 per customer for repayment of principal and interest on the loan from Lake Sunapee Bank for major capital improvements. The \$95.12 per customer for repayment of the bank loan will be collected from October 1, 2011 to July 1, 2020.

Terms of Payment: Bills under this rate will be issued in four (4) quarterly installments of \$92.10 each.

Minimum Charge: One quarterly payment.

Issued: September 2, 2011

Issued by: 
Brian Harding

Effective: September 2, 2011

Title: General Manager

(Authorized by the NHPUC Order No. 25,259 in Docket No. DW 08-086, dated August 4, 2011)

3.2 Schedule C-U Commercial Services - User

Availability: This schedule is applicable to each structure or facility in the Company's Service Area which is connected to the Company's sewer pipes, other than a residential unit.

Character of Service: Receiving, transporting, treating and disposal of sewage from the Customer's premises, subject to the terms and conditions of this Tariff.

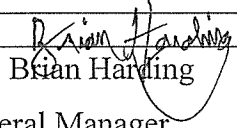
Rate: (a) Eastman Community Association - \$2,649.26 per year
\$ 662.32 per quarter

(b) Country Houses - \$1,037.72 per year
\$ 259.43 per quarter

Note: The annual rates above include \$18.71 per customer for ongoing minor capital projects and \$95.12 per customer for repayment of principal and interest on the loan from Lake Sunapee Bank for major capital improvements. The \$95.12 per customer for repayment of the bank loan will be collected from October 1, 2011 to July 1, 2020.

Terms of Payment: Bills under these rates will be issued in four (4) quarterly installments

Issued: September 2, 2011

Issued by: 
Brian Harding

Effective: September 2, 2011

Title: General Manager

(Authorized by the NHPUC Order No. 25,259 in Docket No. DW 08-086, dated August 4, 2011)