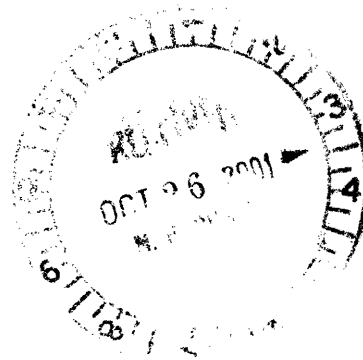


BODWELL WASTE SERVICES CORPORATION
TARIFF
FOR
SEWER COLLECTION AND TRANSMISSION
IN A PORTION OF THE CITY OF MANCHESTER
AND IN A PORTION OF THE TOWN OF LONDONDERRY, NEW HAMPSHIRE



Issued: October 1, 2001

Effective: October 1, 2001

DW 01-030, Order No. 23,778

Issued by: Stephen P. St. Cyr
Stephen P. St. Cyr
Title: Manager

Bodwell Waste Services Corp.
NHPUC Order No. 23,778

First Revised Page No. 2
Superseding
Original Page 1

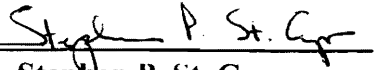
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Title: Stephen P. St. Cyr
Manager

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NHPUC Order No. 23,578

Second Revised Page No. 3
Superceding
First Revised Page No. 3

I. DESCRIPTION OF SERVICE AREA

The Service Area is located on the northeasterly side of a portion of Bodwell Road in Manchester, New Hampshire immediately northwest of the Manchester/Londonderry town line. The Service Area may be more specifically described as including Lots 1, 2, 3, 4, 5, 6, 7, 8 and 8A on City of Manchester tax map #887. The Service Area is comprised of the following developments: Megan's Meadow Subdivision; Rosecliff Subdivision and Eastmeadow Condominium. In addition, the franchise area consists of the entire Mill Pond Subdivision and tax Map 18 Lots 32 and 36, excluding Checkerberry Lane.

Issued: December 29, 2000

Effective: October 30, 2000

Issued by: Stephen P. St. Cyr
Stephen P. St. Cyr
Title: Manager

DW 00-090
Order No. 23,578

II. TERMS AND CONDITIONS

I. Customers.

All owners of units residential or commercial real estate within the Company's Service Area or tenants of such owners residing therein are Customers of the Company.

2. Arrangements for Service.

Application for service shall be made in accordance with PUC 1203.01 by the owner of the premises to be served, who shall be the Customer. Application for service shall be made by any tenant of an owner at the commencement of the tenancy. 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 this Tariff applicable to such service.

3. Company Facilities.

(a) The Company shall be the owner of the main that connects its facilities to the City of Manchester's sewer system, the pumping stations and associated equipment, the mains that connect the pumping stations to the service lines and that portion of the service line up to the unit lot line and other facilities not expressly defined as being Customer Facilities in paragraph (b) herein below.

Issued: August 14, 1998

Effective: July 1, 1998

Issued by:



Stephen P. St. Cyr

Title:

Manager

(b) Customer Facilities.

The Customer Facilities shall be defined to include:

- (I) In the case of subdivisions (e.g. Megan's Meadow and Rosecliff), the service line beginning at the unit lot line (whether owned in fee or leased) to the point of initial discharge of effluent within the premises served.
- (ii) In the case of condominium (e.g. Eastmeadow Condominium), that portion of the service line beginning at the exterior building walls and extending to the point of initial discharge of effluent within the premises served.

That portion of the service line defined above as Customer Facilities shall be 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 service line shall be covered until it has been inspected and approved by the Company. All Customer Facilities shall be maintained in a sanitary and safe operating condition by the owner.

Issued: August 14, 1998

Effective: July 1, 1998

DR 97-239
Order No. 22,995

Issued by: Stephen P. St. Cyr
Stephen P. St. Cyr
Title: Manager

4. Sewer Use. Those portions of the "Sewer Use Ordinance" of the City of Manchester, New Hampshire, dated July 1, 1973 relating to the use and maintenance of sewers, are hereby incorporated by reference, as that ordinance has been and may be amended from time to time.

5. 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 Service Pipes, and the sources and nature of such effluent, for the purpose of enforcing the provisions of this tariff.

6. Tampering. All gates, 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.

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

Issued: July 8, 1992

Issued by: Paul J. Cowette Pres.
Paul J. Cowette

Effective: July 6, 1992

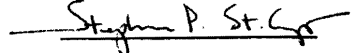
Title: President

8. Payment for Services.

- (a) Bills. All customers will be billed in arrears for services rendered. Bills for services will be issued quarterly in accordance with the terms of payment specified in the appropriate rate schedule and are due and payable upon presentation. Bills not paid within forty-five (45) days from the postmark date shall bear interest at the rate of one 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 forty five (45) days from the billing date and no payment arrangement has been made, the Company will issue a mid-quarter billing with the addition of a finance charge. The Company will issue a letter 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 (\$50.00). 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.

If any bill is unpaid after 60 days from the billing date and no payment arrangement has been made, the Company will issue a letter indicating that the collection fee (\$50.00) has been added to the account and if the balance remains unpaid after 90 days from the billing date, the Company will add an administrative fee (\$200.00) in order to pursue the matter in small claims court. In addition, if a payment arrangement has been agreed upon, but not followed, the Company will add an administrative fee.

Issued: December 14, 2005

Issued by: 

Effective: November 29, 2005

Title: Manager

- (d) Small Claims Court. If any bill for service is unpaid after ninety (90) days from the billing date and no payment arrangement has been made, the Company will issue a letter indicating that an administrative fee of \$200.00 has been added to the account in order for the Company to pursue the matter in small claims court. In addition, court fees, sheriff fees and other fees will be added to the account. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.
- (e) Lien. If the Company receives a favorable judgment from the small claims court, and bills remain unpaid, the Company will issue a letter indicating that an administrative fee of \$100.00 has been added to the account in order for the Company to place a lien on the property. In addition, filing fees and other fees will be added to the account.
- (f) Attorney Fees. If a customer causes the Company to consult/engages the services of an attorney due to the nonpayment of any bill, the Company will issue a letter indicating that an additional administrative fee of \$200.00 has been added to the account in order for the Company to work with an attorney to resolve the unpaid balance. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.
- (g) 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.

Issued: December 14, 2005

Issued by:

Stephen P. St. Cyr

Effective: November 29, 2005

Title:

Manager

III. RATE SCHEDULE

1. Residential Service.

AVAILABILITY:

This schedule is applicable to each unit of residential real estate in the Service Area which is connected to the Company's facilities. This rate is available to unit owners who are customers.

CHARACTER OF SERVICE:

Receiving and transporting of sewage from the Customer's premises, subject to the Terms and Conditions of this Tariff.

RATE:

\$256.68 per year (\$64.17 per quarter).

TERMS OF PAYMENT:

Bills, under this Rate Schedule, are rendered quarterly in arrears on the first day (or as soon thereafter as is possible) following the quarter. The bills are due and payable upon presentation. Bills not paid within thirty (30) days from the postmarked date shall bear interest at the rate of one percent per month until payment is received by the Company.

MINIMUM CHARGE:

One quarterly payment.

Issued: July 25, 2005

Effective: February 1, 2005

Issued by: 
Stephen P. St. Cyr
Title: Manager

(Authorized by NHPUC Order No. 24,480 in Docket DW 04-145 dated July 1, 2005.)

2. Commercial Service.

Availability: This schedule is applicable to each structure or facility in the Company's Service Area which is connected to the Company's service pipes, other than a residential unit. The rate is available to unit owners who are Customers.

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


Rate: The rate for commercial customers will be determined by the Company by comparing the estimated sewer usage of each commercial customer to a typical residential customer's usage, and adjusting the residential service rate accordingly. Once determined, the commercial rate will be a flat rate. However, in no case will the flat rate charged a commercial customer be less than the rate charged a residential customer.

Terms of Payment: Bills under this rate will be issued in four quarterly installments, in arrears.

Minimum Charge: One quarterly payment.

Issued:

Issued by:


Robert S. LaMontagne

Effective: July 15, 1996

Title: President