

ATTORNEYS AT LAW

January 2, 2013

GEORGE DANA BISBEE 603.695.8626 DBISBEE@DEVINEMILLIMET.COM

BY HAND DELIVERY

Debra A. Howland Executive Director & Secretary New Hampshire Public Utilities Commission 21 S. Fruit Street, Suite 10 Concord, NH 03301



Re: Rosebrook Water Company, Inc. -- Affiliate Contracts

Dear Ms. Howland:

Enclosed pursuant to RSA 366:3 are a verified copy and six additional copies of the following four affiliate contracts entered into by Rosebrook Water Company:

1. Management Agreement between BW Club, LLC and Rosebrook Water Company, Inc., effective January 1, 2011. This contract was for management and administrative services for operations of Rosebrook Water. Please note that this agreement was never signed. (Attachment 1)

2. Management Agreement between BW Services, LLC and Rosebrook Water Company, Inc., effective August 1, 2011. This agreement essentially superseded the prior agreement with BW Club, and was for operational support services for Rosebrook Water. Rosebrook has had no employees of its own, and therefore contracted out for operational and administrative support. (Attachment 2)

3. Management Agreement between MWH Construction Company, LLC and Rosebrook Water Company, Inc., effective January 1, 2012. This agreement provided one additional management staff person for Rosebrook Water. (Attachment 3)

4. Contract between MWH Construction Company, LLC and Rosebrook Water Company for work related to the pump house generator in the amount of \$54,000. This was for work required by the Department of Environmental Services to upgrade the power supply for the water system. (Attachment 4)

DEVINE, MILLIMET & BRANCH PROFESSIONAL ASSOCIATION 111 AMHERST STREET MANCHESTER NEW MAMPSHIRE 03101 T 603.669.1000 F 603.669.8547 DEVINEMILLIMET.COM MANCHESTER, NH CONCORD, NH Debra A. Howland January 2, 2013 Page 2

In addition, we are providing a verified summary of other services provided to Rosebrook Water by MWH Construction Company through an unwritten arrangement between the companies. (Attachment 6)

Each of these contracts or unwritten arrangements is between companies with common ownership.

Rosebrook Water acknowledges that the enclosed information should have been submitted to the Commission in accordance with RSA 366. The company's failure to do so only recently became known to the company in the context of two related Rosebrook Water dockets, DW 12-306 (the rate case) and DW 12-299 (the requested transfer of stock ownership). Rosebrook regrets that these contracts were not submitted to you before now and intends to take measures to ensure that such a failure is not repeated.

The agreements marked as Attachments 2, 3, and 4 are currently under review and consideration by the Staff and the Commission in the context of the two ongoing dockets for Rosebrook Water. While we are confident that the Staff will agree that the costs of these affiliate agreements are just and reasonable, we do appreciate the Staff's concern about the untimely filing of these agreements.

As of January 1, 2013, the four employees who have been providing operational and management services for Rosebrook Water through affiliated companies became employees of Rosebrook Water. That will eliminate the need for contracts with affiliated companies for the water utility. However, a new contract for services to be rendered by Rosebrook Water for an affiliated company handling wastewater treatment in Bretton Woods (Resort Waste Management) took effect on January 1, 2013. It is also enclosed for your consideration. (Attachment 5)

A compact disk containing the attached is also enclosed. Because this filing is not made directly in the two open dockets for Rosebrook Water, I am not sending a copy to the Electronic Service List.

Debra A. Howland January 2, 2013 Page 3

Very truly yours, George Dana Bisbee

GDB:aec

Enclosures

cc: Jinjue Pak Allen, Esq. Steven V. Camerino, Esq. Marjory Taylor Mark Naylor Marcia Brown, Esq.

VERIFICATION

State of New Hampshire Town of Carroll

I, Marjory Taylor, state that I am Controller of Rosebrook Water Company, Inc., that I have personal knowledge of the following original affiliate agreements and that the attached documents are true and correct copies of those affiliate agreements:

Attachment 1 -- Management Agreement between BW Club, LLC and Rosebrook Water Company, Inc., effective January 1, 2011. Please note that this agreement was never signed.

Attachment 2 -- Management Agreement between BW Services, LLC and Rosebrook Water Company, Inc., effective August 1, 2011.

Attachment 3 -- Management Agreement between MWH Construction Company, LLC and Rosebrook Water Company, Inc., effective January 1, 2012.

Attachment 4 -- Contract between MWH Construction Company, LLC and Rosebrook Water Company dated March 23, 2010 for work related to the pump house generator in the amount of \$54,000.

Attachment 5 --- Management Agreement between Rosebrook Water Company, Inc. and Resort Waste Management, Inc., effective January 1, 2013.

I also state under penalty of perjury that I have personal knowledge of the following summary of an unwritten arrangement for other services between affiliated entities and that it is a true and correct summary:

Attachment 6 -- Unwritten arrangement with MWH Construction Company, LLC to provide other services to Rosebrook Water Company, Inc.

Date: 01-02-2013

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ATTACHMENT 1

Management Agreement between BW Club, LLC and Rosebrook Water Company, Inc.

effective January 01, 2011

BW CLUB Duties

BW Club (BWC) will provide the management and administrative services necessary to insure that Rosebrook Water Company, Inc. (RBW) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES) and the Public Utilities Commission (PUC).

The services to be provided include:

- 1. <u>Management:</u> BWC shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
- 2. <u>Accounting:</u> BWC shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of the PUC Annual Report, tax returns and other financial reporting requirements.
- 3. <u>Customer Accounting</u>: BWC shall be responsible for the preparing and issuing the quarterly billing, processing of customer payments, monitoring accounts receivables and addressing other customer related matters.
- 4. <u>Customer Relations</u>: BWC shall be responsible for establishing and maintaining communications with residential and commercial customers including the Mount Washington Hotel and related properties. Also, BWC shall be responsible for establishing and maintaining communications with developers including reviewing and approving facilities to serve such developers and working with such developers to contribute cash and/or plant necessary to serve them.
- 5. <u>Accounts Payable</u>: BWC shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
- 6. <u>Engineering / Contractors</u>: BWC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
- 7. <u>Governmental Agencies</u>: BWC shall be responsible for maintaining communications and for developing cooperative relationships with NHDES, NHPUC and the Town of Carroll.
- 8. <u>Education</u>: BW Club shall be responsible for acquiring and maintaining the technical and business knowledge to manage, operate and maintain the water system by joining and participating in the New England and New Hampshire Water Works Associations.

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- 9. <u>Finance:</u> BWC shall be responsible for managing the cash resources including the CIAC funds. Also, BWC shall be responsible for working with the owner, state and financial institutions to make sure funds are available to meet present and future capital requirements..
- 10. <u>Regulatory</u>: BWC shall be responsible for obtaining PUC approval of any franchise expansion, financings and rate changes necessary to serve present and future customers including working with accountants and lawyers.

<u>Compensation:</u> BWC shall be paid \$7,200 per month for the services listed in paragraphs 1-10 above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements. In addition, RBW will pay a proportionate share of workers' compensation insurance monthly. a).

<u>Term of Agreement:</u> The term of the agreement shall be for one year from January 01, 2011 to December 31, 2011 with an automatic renewal unless there is a 90-day notice from either party.

a). This amount represents salary, benefits & facilities charges for the three employees directly involved in maintaining the water system and the three employees (Controller, accounting clerk, administrative assistant) who handle all administrative functions as outlined in paragraphs 1-10.

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ATTACHMENT 2

Attachment Staff 1-6(a) Docket No. DW 12-299 Page 3 of 4

Management Agreement between BW Services, LLC and Rosebrook Water Company, Inc.

Effective August 01, 2011

BW SERVICES Duties

BW Services (BWS) will provide the management and administrative services necessary to insure that Rosebrook Water Company, Inc. (RBW) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES) and the Public Utilities Commission (PUC).

The services to be provided include:

- 1. <u>Management:</u> BWS shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
- 2. <u>Accounting:</u> BWS shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of the PUC Annual Report, tax returns and other financial reporting requirements.
- 3. <u>Customer Accounting</u>: BWS shall be responsible for the preparing and issuing the quarterly billing, processing of customer payments, monitoring accounts receivables and addressing other customer related matters.
- 4. <u>Customer Relations</u>: BWS shall be responsible for establishing and maintaining communications with residential and commercial customers including the Mount Washington Hotel and related properties. Also, BWS shall be responsible for establishing and maintaining communications with developers including reviewing and approving facilities to serve such developers and working with such developers to contribute cash and/or plant necessary to serve them.
- 5. <u>Accounts Payable:</u> BWS shall be responsible for reviewing vendors' invoices and preparing and Issuing checks to pay proper bills
- 6. <u>Engineering / Contractors</u>: BWS shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
- 7. <u>Governmental Agencies</u>: BWS shall be responsible for maintaining communications and for developing cooperative relationships with NHDES, NHPUC and the Town of Carroll.
- 8. <u>Education</u>: BW Services shall be responsible for acquiring and maintaining the technical and business knowledge to manage, operate and maintain the water system by joining and participating in the New England and New Hampshire Water Works Associations.

BW Services, LLC

310 Mount Washington Hotel Road/9 Remick Lane, Bretton Woods, NH 03575

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- 9. <u>Finance:</u> BWS shall be responsible for managing the cash resources including the CIAC funds. Also, BWS shall be responsible for working with the owner, state and financial institutions to make sure funds are available to meet present and future capital requirements..
- 10. <u>Regulatory</u>: BWS shall be responsible for obtaining PUC approval of any franchise expansion, financings and rate changes necessary to serve present and future customers including working with accountants and lawyers.

<u>Compensation:</u> BWS shall be paid \$6,700 per month for the services listed in paragraphs 1-10 above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements. In addition, RBW will pay a proportionate share of workers' compensation insurance monthly. a).

<u>Term of Agreement:</u> The term of the agreement shall be for one year from August 01, 2011 to July 31, 2012 with an automatic renewal unless there is a 90-day notice from either party.

a). This amount represents salary, benefits & facilities charges for the three employees directly involved in maintaining the water system and the two employees (Controller and accounting clerk) who handle all administrative functions as outlined in paragraphs 1-10.

06/30/2011

Rosebrook Water Company

Michael Brunetti, Director

Date

BW Services, LLC

Marjory Taylor, Controller

Date

BW Services, LLC 310 Mount Washington Hotel Road/9 Remick Lane, Bretton Woods, NH 03575

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ATTACHMENT 3

Attachment Staff 1-6(a) Docket No. DW 12-299 Page 1 of 4

Management Agreement between MWH Construction, LLC and Rosebrook Water Company, Inc.

effective January 01, 2012

MWH Construction Duties

MWH Construction (MWHC) will provide the technical management necessary to insure that Rosebrook Water Company, Inc. (RBW) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES) and the Public Utilities Commission (PUC).

The services to be provided include:

- 1. <u>Management:</u> MWHC shall be responsible for the overall on-site technical management, construction expertise and maintenance of the company including its plant and the ongoing operation and as well as the addition to and replacement of such plant. The Manager of MWHC shall work directly with the Manager of Water and Wastewater Plant Operations.
- 2. <u>Engineering / Contractors</u>: MWHC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
- 3. <u>Regulatory</u>: MWHC shall participate in obtaining PUC approval of any franchise expansion, financings and rate changes necessary to serve present and future customers including working with accountants and lawyers.
- 4. <u>Equipment</u>: MWHC shall make available to RBW equipment for repair or maintenance that otherwise would necessitate a rental agreement between RBW and an outside party, e.g. a lull.

<u>Compensation:</u> MWHC shall be paid \$1,450 per month for the services listed in paragraphs 1-4 above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements (a).

<u>Term of Agreement:</u> The term of the agreement shall be for one year from January 01, 2012 to December 31, 2012 with an automatic renewal unless there is a 90-day notice from either party.

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DW 19-131 Exhibit 7

Attachment Staff 1-6(a) Docket No. DW 12-299 Page 2 of 4

Management Agreement between MWH Construction, LLC and Rosebrook Water Company, Inc.

effective January 01, 2012

a). This amount represents salary, benefits & facilities charges for only the one employee directly involved in managing the water system . All construction projects performed by the MWHC company as a whole shall be billed on a 'labor and materials' or contract basis.

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Rosebrook Water Company

Michael Brunetti, Director

Date

01/04/2012

MWH Construction, LLC

David Currier, Manager

01/09/2012

Date

MWH Construction, LLC 310 Mount Washington Hotel Road/9 Remick Lane, Bretton Woods, NH 03575 Page 2

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ATTACHMENT 4

Exhibit 7 Attachment Staff 2-7(b) New Generativ for Pump Hunse Docket No. DW 12-299 Page 3 of 19 BUILDER: MWH CONSTRUCTION COMPANY, LLC A New Hampshire based Limited Liability Company Date Mieflael D. Brun President **OWNER:** Date Nancy Oleson (manager/operator)

DW 19-131

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1. CONTRACT PRICE: In consideration for the performance of Builder's obligations under the Agreement, Owner agrees to pay to Builder, in accordance with Exhibit "B" attached to this Agreement, an amount calculated as follows: Work will be done on a "cost plus 15%" not to exceed an amount greater than \$54,000.00.

Simultaneously with Owner's execution of this 2. CONSTRUCTION DEPOSIT: Agreement, Owner has delivered a check to Builder in the amount which equals 50% of the total Construction Cost (\$54,000.00 x 50%=\$27,000.00) twenty seven thousand (dollars) By signing this Agreement, Builder acknowledges receipt, subject to collection. The Construction Deposit, as increased by all amounts paid on account of change orders executed by the parties pursuant to Paragraph 4(b) ("Construction Deposit") shall be consideration for Builder's time, effort and expense in working with Owner in an effort to reach agreement on plans and specification for the Improvements, to develop a construction budget and agree upon a Contract Price, and otherwise to undertake such steps as reasonable necessary to enter into this Agreement and to prepare for construction of the Improvements as contemplated by this Agreement. Owner agrees that the Construction Deposit shall be non-refundable except in the event of termination of this Agreement by Owner prior to commencement of construction due to Builder's inability, failure, or refusal to perform any of Builder's covenants under this Agreement. Owner agrees that Builder may deposit the check into Builder's general account and need not deposit or hold it in a separate escrow/trust bank account. Owner acknowledges and agrees that Builder shall have the right to use the Construction Deposit for whatever purposes Builder sees fit. Owner recognizes and accepts the risk of depositing the Construction Deposit with associated salesperson, in deciding to pay the Construction Deposit to Builder. Builder and Owner acknowledge and agree that any real estate broker involved in this transaction shall have no responsibility for, or control over, the Construction Deposit, no knowledge of the financial condition or financial

Attachment Staff 2-7(b) Docket No. DW 12-299 Page 4 of 19

Construction Services Agreement

Builder: MWH Construction Company, LLC

Address: 210 Mt. Washington Hotel Road Bretton Woods, NH 03575

Tax ID Number: 02-0514412

Telephone: (603) 278-8936 Email: dcurrler@bwlandco.com

Owner: Rosebrook Water Company Address: Route 302 Bretton Woods, NH 03575 Work Telephone: (603) 278-4491 Email: noleson@omnihotels.com

Property: Pumphouse located off Route 302 behinds Drummonds Mountain Shop

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made by and between the Builder and the Owner identified above, effective as of the date set forth below ("Effective Date")

AGREEMENT

Owner is the owner of the Property referenced above (the "property") and Builder is a contractor engaged in the business of constructing homes and related improvements. Owner agrees to engage Builder to construct and/or related improvements ("improvements") for Owner on the property and Builder agrees to undertake such construction in accordance with the attached terms and Conditions and Special Stipulations, all of which are incorporated by this reference.

OWNER WAIVES ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE IMPROVEMENTS EXCEPT BUILDER'S LIMITED WARRANTY DESCRIBED IN PARAGRAPH SEVEN OF THE ATTACHED TERMS AND CONDITIONS.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING. THIS AGREEMENT SHALL BECOME A BINDING CONTRACT ONLY WHEN BOTH OWNER AND BUILDER HAVE SIGNED IT BELOW AND INITIALED ANY HANDWRITTEN CHANGES.

In witness whereof, the partles have set their hands and seals as of the date indicated under their signatures.

Attachment Staff 2-7(b) Docket No. DW 12-299 Page 5 of 19

BUILDER: MWH CONSTRUCTION COMPANY, LLC A New Hampshire based Limited Liability Company

Date D. Brune esident **OWNER:** Date:

Nancy Oleson (manager/operator)

1. CONTRACT PRICE: In consideration for the performance of Builder's obligations under the Agreement, Owner agrees to pay to Builder, in accordance with Exhibit "B" attached to this Agreement, an amount calculated as follows: Work will be done on a "cost plus 15%" not to exceed an amount greater than \$54,000.00.

2. CONSTRUCTION DEPOSIT: Simultaneously with Owner's execution of this Agreement, Owner has delivered a check to Builder in the amount which equals 50% of the total Construction Cost. (\$54,000.00 x 50%=\$27,000.00) twenty seven thousand dollars. By signing this Agreement, Builder acknowledges receipt, subject to collection. The Construction Deposit, as increased by all amounts paid on account of change orders executed by the parties pursuant to Paragraph 4(b) ("Construction Deposit") shall be consideration for Builder's time, effort and expense in working with Owner in an effort to reach agreement on plans and specification for the improvements, to develop a construction budget and agree upon a Contract Price, and otherwise to undertake such steps as reasonable necessary to enter into this Agreement and to prepare for construction of the Improvements as contemplated by this Agreement. Owner agrees that the Construction Deposit shall be non-refundable except in the event of termination of this Agreement by Owner prior to commencement of construction due to Builder's inability, failure, or refusal to perform any of Builder's covenants under this Agreement. Owner agrees that Builder may deposit the check into Builder's general account and need not deposit or hold it in a separate escrow/trust bank account. Owner acknowledges and agrees that Builder shall have the right to use the Construction Deposit for whatever purposes Builder sees fit. Owner recognizes and accepts the risk of depositing the Construction Deposit with associated salesperson, in deciding to pay the Construction Deposit to Builder. Builder and Owner acknowledge and agree that any real estate broker involved in this transaction shall have no responsibility for, or control over, the Construction Deposit, no knowledge of the financial condition or financial

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stability of Builder, and no ability or obligation to ensure that the Construction Deposit is the sole responsibility of Builder and Owner.

3. TITLE TO PROPERTY: Title to the property shall remain with Owner. Nothing in this agreement shall be construed to vest legal or equitable title to the Property in Builder.

4. CONSTRUCTION OF IMPROVEMENTS: Builder shall construct the Improvements on the Property substantially in accordance with the plans and specifications described in Exhibit "A", as they may be modified by any change orders executed by the parties (the "Plans"), and in accordance with all applicable building codes and ordinances. Exhibit "A" and any such change orders are incorporated into this Agreement by this reference. If the parties have not agreed upon plans and specifications for the Improvements as soon as reasonably possible, such agreement to be evidenced by each party executing a copy of such plans and specifications, which shall then be attached as or incorporated by reference on Exhibit "A" to this Agreement. If the parties have not agreed upon and executed plans and specifications for the Improvements within thirty days after the Effective Dated, then either party may terminate this Agreement by written notice to the other at any time prior to reaching agreement upon and executing such plans and specifications.

(a) PLAN APPROVAL: Builder and Owner acknowledge that no clearing, grading, or <u>other construction activity may be commenced on the Property until the architectural</u> and landscape plans and specifications for the Improvements and certain other items as required by the respective Homeowner's association, Architectural Review Committee and/or Town offices has been completed. The parties agree to execute any change orders necessary to accommodate reasonable changes in the Plans required to obtain such approval.

(b) CHANGE ORDERS: Any changes to the Plans shall be agreed to in writing by both parties on the form of change order provided by Builder, which shall reflect the adjustment, if any, to be made in the Contract Price set forth on the second page of this Agreement ("Contract Price") as a result of such change order. Owner shall pay to Builder any additional chargers for alterations, additions, omissions, or deviations agreed to in any such change order at the time of Builder's next construction draw following implementation of the change unless otherwise specified in the change order. NO WORK WILL BE CONDUCTED WITH OUT A SIGNED CHANGE ORDER BY BOTH BUILDER AND OWNER.

(c) CONSTRUCTION SCHEDULE: Builder shall apply for a building permit on the Property within five (5) business days after receipt of approval for the Plans or with five (5) business days after the Effective Date of this Agreement, if the Plans have already been approved, and shall commence construction of the Improvements within five (5) business days after issuance of the building permit ("Commencement Date"). Builder shall make all reasonable efforts to achieve substantial completion and have a

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certificate of occupancy issued for the Improvements by the Estimated Substantial Completion Date specified on the first page of this Agreement; however, in any event Builder shall achieve substantial completion and obtain a certificate of occupancy within seven months after the Commencement Date ("Completion Deadline"), subject only to additional time required to accommodate change orders (as set forth in the change order), manufacturer's or shipper's delay in delivery of materials ordered in a timely manner, delays occasioned by inclement weather (not to exceed a total fourteen (14) additional days), acts of God, material or labor shortages, or other conditions beyond the reasonable control of Builder described in Paragraph 21 of this Agreement. If, prior to the Completion Deadline, the Improvements on the Property are substantially damaged or destroyed then the deadline for completion of construction shall be extended for a reasonable period of time not to exceed ninety (90) days in order to enable Builder to repair such damage. Owner agrees that the Improvements shall be considered substantially complete even though minor punch list items and mechanical adjustments may not be completed. Builder shall furnish Owner with a copy of the certificate of occupancy for the Improvements within three (3) business days after issuance.

(d) CONSTRUCTION ACTIVITIES: Builder agrees to comply, and to be responsible for compliance by its employees, subcontractors and suppliers, with all rules of the respective Homeowner's Association.

(e) PERMITS AND APPROVALS: Builder shall comply with the requirements of applicable zoning for the Property and obtain, at Builder's expense, all permits, all permits, inspections, and authorizations from municipal, count, state, and federal agencies that may be required for the construction of the Improvements.

(f) MATERIALS: If Builder is unable to obtain the exact materials specified in the Plans through Builder's ordinary or usual sources of supply, Builder shall have the right to substitute materials of similar pattern, design and quality; however, as to any materials constituting fixtures or finishes, Builder shall notify Owner prior to any such substitution and give Owner a reasonable opportunity to approve Builder's proposed substitution or specify an alternative.

(g) STANDARD OF CONSTRUCTION: Builder agrees to construct the Improvements in a good and workmanlike manner, consistent with generally accepted building industry standards and all applicable building codes. Owner acknowledges that Builder is not required to perform work that exceeds such standards and Builder is not responsible for addressing or correcting conditions located outside the Property even if they affect the Property.

(h) INDEMNIFICATION AND RELEASE: Builder shall release, indemnify and hold Owner harmless from and against all injuries, claims, damages, losses, and expenses, including but not limited to, attorneys fees and court costs, arising out of or resulting

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from any negligent act or omission of Builder, its subcontractors, anyone directly or indirectly employed by Builder or its subcontractors, or any other person for whose acts they may be liable, or arising out of breach of this Agreement by Builder, its subcontractors, or their respective agents or employees.

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5. APPROVAL OF CONTRACTORS: Owner acknowledges that contractors constructing homes in the Community ("Contractors") are subject to the prior approval of the Homeowner's Association, in accordance with such criteria as the Association may establish in order to provide the smooth and orderly development of the community. Owner's decision to enter into this Agreement shall be conclusive evidence that Owner is independently satisfied with regard to Builder's qualification and/or building product. Owner acknowledges that Owner has not relied on the advice or representations of the Listing Broker in arriving at this conclusion and Owner waives any and all claims and rights Owner has or may have, now or in the future, against the Listing Broker, or their agents relating to approval of Builder or any Contractor in this transaction with respect to any and all such claims and rights.

6. INSPECTION OF PROPERTY:

(a) **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT:** Builder shall deliver to Owner, within (5) days after issuance of a certificate of occupancy for the Improvements, a disclosure statement identifying any material defects known to Builder which would constitute a violation of any applicable building code and Owner agrees to execute two copies of such disclosure statement and return one copy to Builder.

(b) DURING CONSTRUCTION: Owner shall have the right and responsibility, at reasonable times during Builder's normal business hours, and without interfering with work on the Property, to enter upon the Property to inspect the Property. However, due to safety and insurance considerations, Owner shall not enter upon the Property unless accompanied by Builder or Builder's representative. Owner agrees to assume all responsibility for Owner's acts and the acts of Owner's representatives, guests, and invitees in exercising Owner's rights under this Paragraph and agrees to indemnify and hold Builder and any real estate broker or salesperson involved in this transaction harmless from any damage or injury arising out the exercise of these rights by Owner or any person authorized by Owner. If Owner becomes aware of a problem or defect during any such inspection, Owner shall promptly notify Builder.

(c) FINAL WALK-THROUGH; PUNCH LIST: Upon substantial completion of the Improvements, Builder shall notify Owner and Builder and Owner shall schedule a mutually convenient time within seven (7) days thereafter during regular business hours (8:30 a.m. - 5:00 p.m.) to conduct a "walk-through" inspection of the Improvements. At that time, Owner and Builder shall prepare a final punch list identifying any material defects noted by Owner and each party shall execute the punch list. For purposes of this Agreement and the Inspection, "material defects" shall include only:

Attachment Staff 2-7(b) Docket No. DW 12-299 Page 9 of 19

- (i) deviations from applicable building codes, regulations and ordinances;
- (ii) deviations from the Plans (as modified by signed change orders) that materially affect the appearance or function of the Improvements or any component thereof; and
- (iii) Such other matters as would give rise to a claim under the warranty documents described in Builder's warranty documents referenced in Paragraph seven of this Agreement.

Builder shall use its best efforts to address all of the material defects noted on the punch list in a timely manner prior to delivery of possession. However, the fact that any such items remain to be addressed as of the date of issuance of certificate of occupancy or final inspection certificate shall not authorize Owner to withhold from Builder any portion of the Contract Price, as adjusted by change orders, or to place any portion thereof in escrow without Builder's prior written consent. In lieu of repairing any item specified on the punch list, Builder shall have the option of replacing such item or paying reasonable sums to Owner with which to have such repair or replacement made by Owner or a third party.

(d) PRIVATE HOME INSPECTOR: Owner may choose to retain a private home inspector to conduct any inspection of the Property at Owner's sole expense; provided, at the time of such inspection Owner shall provide Builder with proof that such inspector:

- (i) has all business and other licenses required by law;
- (ii) is either (A) a full-time professional inspector and a member of the American Society of Home Inspectors, Inc.; or (B) a registered professional engineer, and
- (iii) has general liability insurance in an amount of least \$500,000.00 and workers compensation, if required by law; and
- (iv) Is a certified International Residential Code One and Two Family Dwelling inspector (or its equivalent under the state building code.

The home inspector shall evaluate the Property solely in accordance with construction standards specified in this Agreement. If the home inspector concludes that there are violations of applicable building codes with respect to the Property, the inspector shall specify in writing the applicable code section and subsection which the inspector contends has been violated.

(e) ACCEPTANCE "AS-IS": If Owner elects not to inspect the Property prior to delivery of possession, Owner agrees to accept the Improvements "AS-IS", subject to Builder's obligations under Builder's limited warranty described in Paragraph 7 of the Agreement.

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7. BUILDER'S WARRANTY: Builder shall warrant to Owner that, at the time of delivery of possession, the Improvements with all fixtures are, to the best of the actual knowledge of Builder or its agents, sufficiently (I) free from structural defects, so as to pass without objection in the trade, and (ii) constructed in a workmanlike manner, so as to pass without objection in the trade; and (iii) fit for habitation. Upon delivery of possession of the Improvements pursuant to Paragraph 8, Builder agrees to deliver to Owner Builder's limited warranty on the Improvements, which warranty is not insured by any third party. Owner acknowledged that a sample copy of the form of such warranty either has been provided to Owner or is available from Builder upon request. ANY OTHER WARRANTY OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE DISCLAIMED BY BUILDER AND WAIVED BY OWNER, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR PROHIBITED BY NEW HAMPSHIRE LAW.

8. COMPLETION OF IMPROVEMENTS:

(a) **POSSESSION:** Possession of the Improvements shall be delivered to Owner upon issuance of certificate of occupancy. The term "Possession", as used in this Agreement, means the date upon which Builder tenders possession of the Improvements to Owner, whether or not Owner takes actual occupancy on such date. Unless otherwise agreed to in writing by Builder and Owner, Owner may not place any household goods or other personal items on the Property prior to delivery of possession.

(b) DELIVERY OF DOCUMENTS: At the time of delivery of possession, Builder shall provide Owner with certificate of occupancy for the Improvements and any other Owner's manuals, warranty registration cards, etc.

(c) UTILITIES; CONNECTION CHARGES: Owner shall be responsible for arranging for all utility services to be turned on a placed in Owner's name on or after delivery of possession and for paying all utility deposits, connection charges, interior service fees, and similar fees applicable to the Property and Improvements that are imposed by governmental entities, utility companies, or other service providers for services provided to the Property or Improvements.

9. PAYMENT FOR WORK; WAIVER OF LIENS:

(a) **COSTS OF CONSTRUCTION:** Builder shall be responsible for timely payment of all costs of construction, including all amounts due to subcontractors, mechanics and material men in connection with the construction of Improvements on the Property.

(b) MECHANICS AND MATERIALMEN'S LIENS: New Hampshire law permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor

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last performed work or furnished material, or (ii) 90 days from the time of construction, removal, repair, or improvement is terminated. Builder shall at all times keep the Property free of liens arising out of the provision of labor, services and materials in connection with the construction of the Improvements and shall cause any such lien that may be filed to be removed promptly and Builder's expense upon notice from Owner. Builder shall obtain from any and all subcontractors, laborers, mechanics and material men may be entitled to attach to the Property and/or the Improvements. In addition, Builder shall deliver to Owner, upon receipt of each payment hereunder, a contractor's affidavit in a form generally acceptable under New Hampshire law. Builder shall provide the original of each affidavit to Owner retain a copy in Builder's records. Builder shall indemnify and hold Owner harmless from any and all claims of subcontractors or material men for any non-payment by the Builder for work performed or materials supplied to the Property, including the Owner's reasonable attorney's fees and expense of the defense of any such claims.

10. PAYROLL TAXES; INSURANCE: Builder shall withhold and/or pay all federal and state payroll taxes for workmen employed by Builder and shall carry workmen's compensation insurance with minimum limits of \$500,000.00. In addition, Builder shall obtain and maintain at Builder's expense, throughout the term of this Agreement, such insurance as required by the State of New Hampshire. All insurance policies shall name Owner as an additional insured and Builder shall promptly notify Owner of any suspension or cancellation of any insurance coverage required hereunder.

11. BROKERS: Owner and Builder each represent to the other that neither has dealt with a real estate broker or agent in connection with negotiation of the Agreement, unless otherwise specified in the Special Stipulation attached to this Agreement.

12. NOTICE: Any notice to be given hereunder shall be in writing, addressed to the appropriate party, and shall be delivered either in person, by overnight delivery or courier service, or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if malled, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice is to be sent shall be those set forth on the first page of this Agreement. Either party may change its address for receipt of notices hereunder by written notice to the other in accordance with this paragraph.

13. DEFAULT:

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- (a) BY OWNER: In the event of Owner's default in the performance of any obligation or covenant under the Agreement, Builder may elect to terminate this Agreement by written notice to Owner, retain all monles paid by Owner to Builder hereunder, including all amounts paid on account of any change orders executed by the parties pursuant to Paragraph 4(b) of this Agreement, as liquidated damages as provided in Section 2. Alternatively, subject to the binding arbitration procedures set for the in Paragraph 14 below, Builder may elect to seek actual damages not to exceed the total amount to which Builder would be entitled hereunder upon completion of the Improvements and any other remedies available under New Hampshire Law. Under no circumstances shall Builder be entitled to recover any consequential or punitive damages from Owner.
- (b) BY BUILDER: In the event of Builder's default in the performance of any obligation or covenant under this Agreement, Owner may, at its election by subject to the mandatory binding arbitration procedures set forth in Paragraph 14, either (i) pursue the equitable remedy of specific performance; or (ii) terminated this Agreement by written notice to Builder and pursue any and all remedies available at law or in equity for Builder's default. Under no circumstances shall Owner be entitled to recover any consequential or punitive damages from Builder. In the event that Owner elects to terminate this Agreement, Owner shall also be entitled to enter upon the Property and take possession of all work, tools materials, appliances and equipment on the Property purchased as a cost of construction pursuant to Paragraph 1, whether or not paid for, and through any Contractor approved by the Association, provide the labor, equipment, and/or materials to complete the Improvements and deduct the cost thereof from any monies due to the Builder under this Agreement. In the event that the unpaid balance due to Builder exceeds the expenses incurred by the Owner, the difference shall be pain to Builder, but if such expenses exceed the balance due, Builder agrees to promptly pay the difference to Owner,

(c) NOTICE: Notwithstanding anything to the contrary above, neither party shall be entitled to exercise its remedies hereunder until the non-defaulting party has given the defaulting party at least five (5) days written notice of such default specifying the action necessary to cure such default, and if such default is cured during such 5-day period, this Agreement shall continue in full force and effect.

14. MANDATORY BINDING ARBITRATION: Notwithstanding Paragraph 13 above, Builder and Owner agree to cooperate in avoiding and informally resolving any disputes between them and acknowledge the availability of mediation to assist in resolving any disputes. Builder and Owner further acknowledge that in the event of any controversy, dispute or claim arising out of this Agreement or the breach or alleged breach of this Agreement which the partles are unable to resolve by mediation or other informal means, resolution will best be achieved through arbitration rather than civil litigation

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because of the substantial savings of time and expense for all parties and because of the privacy and flexibility associated with arbitration procedures. Thus, Builder and Owner agree that the terms and procedures under Builder's warranty referenced in Paragraph 7 shall apply to any unresolved claim or dispute within the coverage of such warranty referenced in Paragraph 7 shall apply to any unresolved claim or dispute within the coverage of such warranty and any other dispute, including any dispute arising out of or relating to such warranty, shall be submitted to mandatory binding arbitration in accordance with the Federal Arbitration Act and with the rules and procedures of the arbitrator. Unless the parties agree on a different arbitrator, the dispute shall be submitted to either the National Arbitration Forum or the American Arbitration Association, as the party demanding arbitration elects. The award rendered by the arbitrator or arbitrators shall be final and any judgment upon the award rendered by the arbitrator or arbitrators shall be entered in a state court in the county where the Property is located. BY INITIALING BELOW, EACH PARTY ACKNOWLEDGES THAT ARBITRATION CAN INVOLVE THE PAYMENT OF SUBSTANTIAL FEES BY EACH PARTY FOR THE SERVICES OF THE ARBITRATOR. BEFORE EXECUTING THIS AGREEMENT WITH A COMMITMENT TO SUBMIT DISPUTES TO MANDATORY BINDING ARBITRATION, EACH PARTY SHOULD CONSIDER CONSULTING LEGAL COUNSEL ABOUT ARBITRATION, ITS COSTS, ALTERNATIVES TO ARBITRATION, AND OTHER POTENTIAL ARBITRATORS.

Owner's initials N.O. Builder's initials MA

Neither the parties to this Agreement nor the arbitrator or arbitrators may make any public disclosure of the existence of any controversy, dispute or claim arising out of, or any arbitration proceeding under, this Agreement or any agreement between Builder and the Association or the breach of this Agreement or any such other agreement; provided however, the filing of a civil action in a state court in the county where the Property is located, confirming an arbitration award pursuant to this Paragraph, shall not be deemed a violation of this confidentiality provision.

15. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns; provided, however, Builder shall not assign this Agreement or any interest hereunder, in whole or in part, without prior written consent of Owner.

16. ENTIRE AGREEMENT: This Agreement, together with all exhibits referenced in the Agreement and attached, embodies the entire agreement between the parties and cannot be waived or amended except in writing signed by both parties. Owner agrees that Owner has not been induced by or relied upon any information, representation, warranties or statements, whether oral or written, express or implied, made by Builder or any person representing or purporting to represent Builder that are not expressly set forth or provided for in this Agreement.

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17. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Hampshire and laws of the United States applicable to transactions in the State of New Hampshire.

18. NO WAIVER: Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with that provision or any other provision of this Agreement.

19. SEVERABILITY: The provisions of this Agreement are intended to be independent, and in the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement, provided that the unenforceable term is not an essential term of the Agreement.

20. CONSTRUCTION OF AGREEMENT: Builder and Owner acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to the effect of each and every one of the terms, conditions, and restrictions of this Agreement and each acknowledges and agrees to the enforcement thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court shall not apply the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Typewritten or handwritten provisions inserted in this Agreement that are initialed by the parties shall control over all printed provisions of the Agreement in conflict therewith. Titles or captions of paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. TIME OF ESSENCE: Time is of the essence for this Agreement. All references to the time of day in this Agreement shall refer to the time of day in Bretton Woods, New Hampshire. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period automatically shall be extended to the close of business on the next regular business day.

22. FORCE MAIEURE: The parties to this Agreement shall be excused for the period of delay in the performance of their respective obligations hereunder when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed and the time for performance shall be automatically extended for a like period. Such causes shall include, without limitation, all labor disputes; civil commotion; war; war-like operations; sabotage; governmental or judicial regulation, legislation or controls; inability to obtain any necessary materials or services; or acts of God. Any such delay shall not constitute abandonment and shall not be included in calculating time frames for payment or performance.

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23. COUNTERPARTS: This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

24. THIRD-PARTY BENEFICIARIES: Provisions of this Agreement which expressly or implicitly purport to benefit the Association or any real estate broker involved in this transaction shall be enforceable by the Association and/or such broker, as the case may be to the same extent as if the Association or broker were parties to this Agreement.

25. AFFILIATES OF BUILDER: Owner acknowledges that Builder shall be the sole party responsible for the performance of Builder's obligations under this Agreement, and that no other person, firm or entity, including, without limitation, the Bounder or any entity affiliated with Builder, shall have any obligation or liability under this Agreement. Owner therefore waives all claims against all companies and person affiliated with Builder for any loss, cost or damages arising out of Builder's performance or non performance of its obligations to Owner arising out of this Agreement or any other instrument or any other instrument relating to the Property.

26. SPECIAL STIPULATIONS: If initialed by the parties below, the attached special stipulations, as also initialed by the parties, shall be added to and shall be a part of this Agreement and shall control over any inconsistent provisions in other paragraphs of this Agreement:

Owner's initials:______Builder's initials:_____

27. OFFER, ACCEPTANCE AND CONTRACT: This document shall constitute an offer by Builder to Owner which shall remain open for acceptance until 5:00pm on March 30, 2010. Acceptance shall occur only upon delivery to Builder of at least one counterpart of this Agreement properly executed by Owner.

SCHEDULE:

Work is scheduled to commence on or before <u>May 1, 2010</u> with substantial completion expected to be on or before <u>June 15, 2010</u>.

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EXHIBIT "A" PLANS AND SPECIFICATIONS

The pumphouse is located on the West side of Route 302. Entrance is across from Irving Gas Station. Take west entrance to Drummond's Mountain Shop drive in (bearing left) approximately 600 ft.

The generator is a Caterpillar Model D125-6 diesel and is proposed to be located on the West side of the pumphouse building unless there are prohibitive mechanical issues.

The electrical service to the building will be changed from 600 to 200 amps with new switch gear and wiring from the existing transformer.

A reinforced concrete pad will be constructed in the location of the generator and necessary trenching, backfill and electrical conduits will be installed.

ATTACHMENT 5

Management Agreement between Rosebrook Water Company, Inc. and Resort Waste Company, Inc.

Effective January 01, 2013

ROSEBROOK WATER Duties

Rosebrook Water Company, Inc. will provide the management and administrative services necessary to insure that Resort Waste Company, Inc. (RW) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES).

The services to be provided include:

- 1. <u>Management:</u> RBW shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
- 2. <u>Accounting:</u> RBW shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of tax returns and other financial reporting requirements.
- 3. <u>Customer Accounting</u>: RBW shall be responsible for the preparing and issuing the quarterly billing, processing of customer payments, monitoring accounts receivables and addressing other customer related matters.
- 4. <u>Customer Relations</u>: RBW shall be responsible for establishing and maintaining communications with residential and commercial customers including the Mount Washington Hotel and related properties in ordinary course of business.
- 5. <u>Accounts Payable:</u> RBW shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
- 6. <u>Engineering / Contractors</u>: RBW shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.

<u>Compensation:</u> RBW shall be paid \$ 5,200 per month for the services listed above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements. In addition, RW will pay a proportionate share of workers' compensation insurance monthly. a).

Rosebrook Water Company, Inc. 310 Mount Washington Hotel Road/9 Remick Lane, Bretton Woods, NH 03575

Page 1

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<u>Term of Agreement:</u> The term of the agreement shall be for one year from January 01, 2013 to December 31, 2013 with an automatic renewal unless there is a 90-day notice from either party.

a). This amount represents salary, benefits & facilities charges for the two employees directly involved in maintaining the water system and the one employee (accounting clerk) who handle all administrative functions as outlined in paragraphs 1-10.

Mayo

Rosebrook Water Company, Inc.

Marjory Taylor, Controller

rlicz

Resort Waste, Inc.

Michael Hahaj, Director

Date

12/31/12

Date

12-31-2012,

Rosebrook Water Company, Inc. 310 Mount Washington Hotel Road/9 Remick Lane, Bretton Woods, NH 03575

Page 2

ATTACHMENT 6

SUMMARY OF UNWRITTEN ARRANGEMENT FOR SERVICES FROM MWH CONSTRUCTION COMPANY, LLC

In addition to the 2012 Management Agreement (Attachment 3) and the contract between MWH Construction and Rosebrook Water for work related to installation of a new generator for the pump house (Attachment 4), MWH Construction has provided miscellaneous construction and other services for Rosebrook Water. One specific work item included in the submittal to the PUC staff in Docket No. DW 12-299 (requested transfer of stock ownership) is work related to the replacement of the water storage tank roof in the last year. MWH Construction also provided some services for the water tank power connection project. There was no written contract for that work. The invoices relating to that work were submitted in response to the PUC staff data request in the submittals from Rosebrook Water on December 17, 2012, and a copy of those invoices from MWH Construction for that work are attached hereto.

In addition to this work that was done under the CAIC fund, MWH Construction has provided miscellaneous services to Rosebrook Water. These services include tasks such as Pump house repairs after the water main break in 2010, marking water shut offs, hydrants maintenance & painting, changing batteries on the solar panels at the ski area, MW34 water shut off replacement, and making soda ash.

The payments from Rosebrook Water to MWH Construction have totaled approximately \$189,000. A spreadsheet listing those payments is also attached.

MWH Construction Company, LLC Job Profitability Summary - RBW All Transactions

			1					
	Ant Cost	A						
osebrook Water	Act. Cost Act. Revenue		Dates	Details				
	1.							
Gen, Telem, Hard line job @ Pump House	\$ 40,469.21	\$ 54,000.00	Apr10-May12	Contracted Job				
Trenching	\$ 2,304.60	\$ 3,276.19	Aug11-Oct11	Most trenching is done by machine, but s ome must be done by hand				
H2O shutoffs-marking all properties	\$ 5,683.15	\$ 5,779.70	Jun12-Aug12	They exercised all water shut offs, an annual requirement				
				They located many that had not been found previous ly allowing them to be documented by plant manager.				
Hydrants-maint & painting	\$ 3,676.27	\$ 3,756.50	August 2012	Maintenance & Painting of most property hydrants				
MW34 water shut off replacement	\$ 676.19	\$ 649.72	March 2012	Dug up and replaced four non-functional water s hut offs				
Paving	\$ 800.00	\$ 800.00	December 2010					
Pumphouse	\$ 2,369.47	\$ 2,929.26	Dec09-Mar12	Installed insulation and new wall pieces damaged in the water main break				
Pumphouse-concrete floor	\$ 409.00	\$ 631.40	Jul10-Aug10	Replaced the damaged concrete floor that had to be broken up to get to the pipes during the water main break				
Soda Ash/delivery	\$ 244.11	\$ 290.98	Feb11-Oct11	When Lull was unavailable, s oda ash needed to be unloaded off truck and moved to pumphous e storage area by hand				
Water Tank-battery changing	\$ 386.55	\$ 533.72	Nov10-Apr11	Before the telemetry system was in place, the batteries had to be changed manually				
Water Tank-clearing trees	\$ 4,317.88	\$ 4,279.88	Oct10 & Sep12	Clearing brush that surrounded the water tank - N HDES sanitary survey				
Water Tank-New Roof-CIP	\$ 128,053.27	\$ 128,643.36	Feb12-Dec12	hiring roof contractor, s upplying labor, managing project to replace water tank cover				
				Construction of the second managing project to replace water talk cover				
otal Rosebrook Water	\$ 189,389.70	\$ 205,570.71						
Overall Markup %		8.54%						

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Phone # 603-278-888			# 105			Fotal		\$286.03

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Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

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Date	Invoice #
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Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575		· · · · · · · · · · · · · · · · · · ·	
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Quantity	Item Code Description				<u> </u>	Price Each		Amount	
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Phone	#					Total		\$471.10	
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Invoice

MWH Construction Company, LLC

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210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	Invoice #
3/31/2012	5443

Bill To	
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575	

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P.O. Number Terms Rep Ship Via F.O.B. Project 3/31/2012 Water Tank-New Roof-CIP Quantity Item Code Description Price Each Amount 43.5 D Currier RT Contr. D Currier RT Contract jobs-true hours CARTOGRAPHIC ASSOC. COPIES OF PLANS FOR WATER TANK ROOF JOB 33.65 1,463.78 24.00 24.00 MARCH 2012 LABOR & MATERIALS FOR WATER TANK ROOF - CIP HOS **Total** Phone # \$1,487.78 603-278-8887 ÷.,•

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Invoice

5453

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	Invoice #
4/30/2012	5453

Bill To	Ship To	*************
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575		

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MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	Invoice #
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ROSEBROOK W	ATER COI	MPANY			•		3769	•	
- ~ MWH	Constru	ction Co. LLC			(6/26/2012			
Date 5/31/2012	Type Bill	Reference 5459	•	Original Amt. 740.30	Balance Due 740.30 Che	Discount ck Amount	Payment 740.30 740.30		

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Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

	Date	Invoice #
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Bill To Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

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MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

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Invoice

MWH Construction Company, LLC

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Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575		
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			8/31/2012				Water Te	mk-clearing trees
Quantity	ltem Code		Descrip	lion	1	Price Ea	ach	Amount
24 1	C Robinson RT Co W Whittum RT Co D Currier RT Contr	W Whittum 1 D Currier R7 AUG 2012 L WORK TO H	RT Contract jobs-true RT Contract jobs-true h Contract jobs-true h ABOR FOR CLEAR DE DONE AT WATE THE	iours ours NG TREES & BR	USH FOR DOF JOB.		18.00 16.00 33.65	432.0 384.0 740.3
Phone						Total		\$1,556.30

Attachment Staff 2-7(a) Docket No. DW 12-299 14Page 18 of 63



MWH Construction Company, LLC

 $\lambda_{(\gamma)}$

Invoice

210 Mount Washington Hotel Road Bretton Woods, NH 03575

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Date	Invoice #
8/31/2012	5491

Bill To	Ship To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575	

P.O. Numb	er	Terms		Rep	Ship	Via	F.	O.B.	Pr	oject
					8/31/2012			7	Vater Tank-	New Roof-CIP
Quantity		Item Code			Descripti	ion		Price Each		Amount
	МА	RK UP- Outsid RK UP- Outsid RK UP- Outsid	LABC mark LABC mark	DR INV # up for lat DR INV # up for lat DR INV #	or OR materials-AU 5486 or OR materials-AU	JG 2012 10% MAI IG 2012 10% MAI	RKUP	21	5.08 3.68 5.63	185.0 213.0 155.0
Ph	ione #							Total		\$554.39
603-2	278-88	87								







Attachment Staff 2-7(a) Docket No DW 12-299 / 5^{P342 34} of 63

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

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Ship To



invoice # 5490

Bill To		
Rosebrook Water	•	
210 Mt Washington Hotel Rd.		
Bretton Woods, NH 03575	•	
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P.O. N	lumber	Terms		Rep	Ship	Via	F	F.O.B.	-	Project
					8/31/2012				Water	Tank-New Roof-CIP
Quant		Item Code			Descript	lon		Price Ea	ich	Amount
Quant		imb Group	ROOF LABO CARC 5/8 AI CARC ROOF CARO ROOF ROD CARO 5/8 HI Total I	FING JOE DR, MATJ DN BLG # <u>NCHOR /</u> DN BLG # 5/8 HE/ DN BLG # DI BLG # DI ANCH Reimburs 2012 MA	VG DEPOSIT DOW **TOTAL JOB \$6 ERIALS & WARRA \$305122/RBW-WAT \$305123/RBW-WAT \$305578/RBW-WAT \$305578/RBW-WAT \$405578/RBW-WAT \$405581/RBW-WAT \$405581/RBW-WAT	N ON WATER TA 8,990.00 INCLUD INTY** FER TANK NEW FER TANK NEW FER TANK NEW UT & 5/8 X 3' TRI	ES ROOF EADED		ch 0,000.00 59.51 122.45 124.14 100.90	Amount 20,000.00 59.51 122.45 124.14 100.90 20,407.00
	Phone							Total		\$20,407.00
	603-278-8	3887								

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DW 19-131 Exhibit 7

Attachment Staff 2-7(a) Docket No. DW.12-299 //6 Page 88 of 63

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date Invoice # - 5495 9/30/2012

Bill To	
Rosebrook Water 210 Mt Washington Hotel Rd.	 <u> </u>
Bretton Woods, NH 03575	

P.O. Numbe	г	Terms	Rep	Ship	Via	. F.O.	в.		Project
				9/30/2012				Water Ta	nk-clearing trees
Quantity	ltem C	ode		Descript	on	l I	Price Each	1	Amount
40 40	C Robinson W Whittum D Currier R' MARK. UP-	RT Co C R RT Co W W T Contr D C Outsid mar	Vhitum RT urrier RT C k up for lal T 2012 LA IK NEW R	Contract jobs-true i Contract jobs-true h fontract jobs-true ho for OR materials + H BOR ON CLEARIN OOF JOB CIP	hours ours urs 0% ON LABOR 1G TREES FOR W	TATER	······	18.00 16.00 33.65 242.00	720.00 640.00 1,059.98 242.00
· Ph	one#						Total		\$2,661.98

Ship To

603-278-8887

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Attachment Staff 2-7(a) Docket No. Div 12-299 Page 39 of 63 Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	Invoice #
9/30/2012	5496

Bill To	
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575	

Ship To			
	0-90-90		

P.O. Number	Terms	Rep	Ship	Via	F.O.B,	F.O.B. Project	
	an e e e e e e e e e e e e e e e e e e e		9/30/2012 Water T				
Quantity	Item Code	<u> </u>	Descript	ion	LP	rice Each	Amount
96	C Robinson RT Co		Contract jobs-true			18.00	1,728.0
88	W Whittum RT Co		Contract job-true h			16.00	1,408.
	D Currier RT Contr	D Currier RT (Contract jobs-true ho	urs		33.65	3,179.
	Reimb Group	ROOF-RENTA	TAL #34147/RBW-V LL OF WOOD CHIP ROUND WATER TA	PER FOR BRUSH	BW I	275.00	275,
	•	TOWN OF CA TANK NEW 1	RROLL BLO PERM ROOF	IIT FOR RBW- W		240.00	240.0
		HOME DEPOT ROOF-RATCH SCOOPS	F #9010476/RBW W IET STRAPS & TIE	ATER TANK NE DOWNS, SHOVI	W 3LS &	165.76	165,1
		FOSTER XRO TANK NBW R				65.82	65,
		NEW ROOF	FOR WOODCHIPP			15.83	15.
		BW STATION TANK NEW R	-GAS FOR WOODC	HPPER/RBW W	ATER	26.05	26.
		CALKINS TOI	LET #55952/RBW V NTAL 1 TOILET &	WATER TANK N DELIVERY FEE	3W	140.00	140.
		Total Reimburs	able Expenses	· .			928.
1	MARK UP- Outsid	mark up for lat	or OR materials +10	% ON LABOR		· 631.60	631.
	·	SEPT 2012 LAI ROOF JOB CIF		S FOR WATER T	ANK .		·
			# 105				
Bho	ne#					tal	\$7,875.9

Attachment Staff 2-7(a) Docket Not 8W42-298 Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	Invo
10/27/2012	5:

Ship To

blce # 502

Bill To Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

• :

C Robinson RT W Whittum RT C Robinson OT C Robinson OT W Whittum/OT DODGE CONT ROOF-LABOR AROUND TAN SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	LAND MATERIAL NK VG 2ND INSTALL & EQUIP RTV FO VD SUPPLIES UP 1 T #4022083/RBW T LAR SAW & BLAI	Aurs hours oours hours hours /RBW TANK NEW S TO DO EARTH WORK RBW TANK NEW ROOF OR WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOF-RIGID	Water T Price Each 33.65 18.00 16.00 27.00 24.00 21,888.91 30,000.00 1,142.50 240.94 499.00	ank-New Roof-CI Amount 3,768,1 1,584,0 1,512,0 1,512,0 1,272,0 21,888,5 30,000,0 1,142,5 240,5 499,0					
C Robinson RT W Whittum RT C Robinson OT W Whittum/OT DODGE CONT ROOF-LABOR AROUND TAN SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	Contract jobs-true ho Contract jobs-true ho Contract jobs-true ho Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true AND MATERIAL MK WG 2ND INSTALLA & EQUIP RTV FC ND SUPPLIES UP LAR SAW & BLAI F#1022629/RBW T CCORDLESS KTI	Aurs hours oours hours hours /RBW TANK NEW S TO DO EARTH WORK RBW TANK NEW ROOF OR WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOF-RIGID	33.65 18.00 16.00 27.00 24.00 21,888.91 30,000.00 1,142.50 240.94	3,768,1 1,584,0 1,320,0 1,512,0 1,512,0 1,272,0 21,888,9 30,000,0 1,142,5 240,9					
C Robinson RT W Whittum RT C Robinson OT W Whittum/OT DODGE CONT ROOF-LABOR AROUND TAN SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true Contract jobs-true CRACTING #27833 AND MATERIAL NK VG 2ND INSTALL & EQUIP RTV FO VG 2ND INSTALL & EQUIP RTV FO NK VG 2ND INSTALL & EQUIP RTV FO THO AND SUPPLIES UP CAR SAW & BLAI F 1022629/RBW T C CORDLESS KTI	hours ours hours hours KBW TANK NEW S TO DO EARTH WORK RBW TANK NEW ROOF MOUNTAIN ANK NEW ES ANK NEW ROOF-RIGID	18.00 16.00 27.00 24.00 21,888.91 30,000.00 1,142.50 240.94	1,584.6 1,320.6 1,512.6 1,272.6 21,888.5 30,000.6 1,142.5 240.5					
W Whittum RT C Robinson OT W Whittum/OT DODGE CONT ROOF-LABOR AROUND TAN SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	Contract job-true h Contract jobs-true Contract jobs-true CRACTING #27833 AND MATERIAL NK VG 2ND INSTALL & EQUIP RTV FO ND SUPPLIES UP H4022083/RBW T LAR SAW & BLAI F#1022629/RBW T	ours hours hours XRBW TANK NEW S TO DO EARTH WORK RBW TANK NEW ROOF MOUNTAIN ANK NEW ES ANK NEW ROOF-RIGID	16.00 27.00 24.00 21,888.91 30,000.00 1,142.50 240.94	1,584.6 1,320.6 1,512.6 1,272.6 21,888.5 30,000.6 1,142.5 240.5					
C Robinson OT W Whittum/OT DODGE CONT ROOF-LABOR AROUND TAN SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	Contract jobs-true Contract jobs-true RACTING #27833 AND MATERIAL NK VG 2ND INSTALLA & EQUIP RTV FC ND SUPPLIES UP I AU SUPPLIES UP LAR SAW & BLAI CHO22629/RBW T C CORDLESS KTI	hours hours /RBW TANK NEW § TO DO EARTH WORK RBW TANK NEW ROOF /R WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOF-RIGID	27.00 24.00 21,888.91 30,000.00 1,142.50 240.94	1,320.0 1,512.0 1,272.0 21,888.9 30,000.0 1,142.5 240.9					
W Whittum/OT DODGE CONT ROOF-LABOR AROUND TAI SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	Contract jobs-true CRACTING #27833 AND MATERIAL NK VG 2ND INSTALLA & EQUIP RTV FC ND SUPPLIES UP 1 #4022083/RBW T LAR SAW & BLAI T#1022629/RBW T CCORDLESS KT1	hours (RBW TANK NEW S TO DO EARTH WORK RBW TANK NEW ROOF OR WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOF-RIGID	24.00 21,888.91 30,000.00 1,142.50 240.94	1,272.0 21,888.9 30,000.0 1,142.3 240.9					
DODGE CONT ROOF-LABOR AROUND TAN SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	RACTING #27833 AND MATERIAL NK VG 2ND INSTALL & EQUIP RTV FO ND SUPPLIES UP #4022083/RBW T LAR SAW & BLAI #1022629/RBW T C CORDLESS KT	RBW TANK NEW S TO DO EARTH WORK RBW TANK NEW ROOF DR WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOF-RIGID	21,888.91 30,000.00 1,142.50 240.94	21,888. 30,000. 1,142. 240.					
ROOF-LABOR AROUND TAI SACO ROOFIN MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	AND MATERIAL NK VG 2ND INSTALLA & EQUIP RTV FO UD SUPPLIES UP 1 #4022083/RBW T LAR SAW & BLAI T#1022629/RBW T C CORDLESS KIT	S TO DO EARTH WORK RBW TANK NEW ROOF DR WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOP-RIGID	30,000.00 1,142.50 240.94	30,000. 1,142. 240.					
SACO ROOFI MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	VG 2ND INSTALL & EQUIP RTV F ND SUPPLIES UP T #4022083/RBW T LAR SAW & BLAI T #1022629/RBW T C CORDLESS KIT	DR WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOF-RIGID	1,142.50 240.94	1,142. 240.					
MB TRACTOR MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	& EQUIP RTV F(ND SUPPLIES UP 1 #4022083/RBW T LAR SAW & BLAI #1022629/RBW T C CORDLESS KIT	DR WATER TANK JOB TO MOUNTAIN ANK NEW DES ANK NEW ROOF-RIGID	1,142.50 240.94	1,142. 240.					
MOVE PPL AN HOME DEPOT ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	VD SUPPLIES UP 1 T#4022083/RBW T LAR SAW & BLAI T#1022629/RBW T PC CORDLESS KIT	MOUNTAIN ANK NEW DES ANK NEW ROOP-RIGID	240.94	240.					
ROOF-CIRCUI HOME DEPOT 18V LI-ION 5P	LAR SAW & BLAI 7#1022629/RBW T PC CORDLESS KIT	DES ANK NEW ROOF-RIGID							
HOME DEPOT 18V LI-ION 5P	F#1022629/RBW T C CORDLESS KIT	ANK NEW ROOF-RIGID	499.00	499.					
		ANK NEW ROOF_BITS	221.66	221.					
DECKMATE S	CREWS, GALV R	DOFING	221,00	221.					
HOME DEPOT	#9014171/RBW T	99.00	99.						
ASH SUPPLY	COOF-DEWALT 18V BATTERY 2PK. ASH SUPPLY #1994 LABOR & MATERIALS TO FIX 109.23								
MAKITA LS10	AAKITA LS1030 SAW/RBW TANK NEW ROOF JOB								
RBW TANK N	RAIGS LIST 10/17/12 2 TIRE CHAINS FOR LULL FOR 2 BW TANK NEW ROOF								
	IG 3RD INSTALL	AS QUOTED/RBW TANK	10,000.00	10,000.					
FASTENAL #N	HLIT18056 10-16-	12/RBW TANK NEW	436.88	. 436.					
	HLIT18047 10-16-	12/RBW TANK NEW	274.97	274.					
ROOF-ASSOR FOSTERS 10-1		NEW ROOF-FILFLFOR	21.05	51					
PUMP & SAW			51,55	- 31.					
FOSTERS 10-1 EQUIPMENT	7-12/RBW TANK	NEW ROOF-FUEL FOR	46.92	46.					
			Iotal						
-	PUMP & SAW FOSTERS 10-1	PUMP & SAW FOSTERS 10-17-12/RBW TANK 1	OSTERS 10-17-12/RBW TANK NEW ROOF-FUEL FOR 46.92 46.92 46.92						

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Attachment Staff 2-7(a) Docket No. DVI 122299 Profe 40 of 63

MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	lı
10/27/2012	

Ship To

nvoice# 5502

Bill To	
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575	

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P.O. Number	Terms	Rep	Ship	Via	F.	.O.B.		Project
		10/27/2012 Water Tank-New R				Tank-New Roof-CIP		
Quantity	Item Code		Descript	ion	· · · · · · · · · · · · · · · · · · ·	Price Ead	ch	Amount
	MARK UP- Outsid	HOOK FOR L Total Reimbur OCT 1-27 201 mark up for 1a	5 10-15-12/RBW T. ULL sable Expenses	ANK NEW ROOF			945.68	55.19 65,297.15 945.68
		I			l]	1	
Ph	one#		1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -			Total		\$75,699.63
603-2	278-8887		Pa	ige 2				

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Attachment Staff 2-7(a) Docket No. DW 12-209 Patr 41 of 63 5

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ROSEBROOK WATER COMPANY	•					3841
MWH Construction C Date Type Refere 10/27/2012 Bill 5502 10/31/2012 Credit Transf	o. LLC nce Orig	inal Amt. B 5,699.63 55,976.53	alance Due 75,699.63 -55,976.53	11/1/2012 Discount Check Amount	Payment 75,699.63 -55,976.53 19,723.10	

Connecticut Bank-Reg

13272

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28/1

19,723.10

Order # P81004-1 Holtan Business Forms & Systems • 207-578-2888

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Attachment Staff 2-7(a) Docket No. DW 12-299 Page 42 of 63

Īlnvoice

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MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

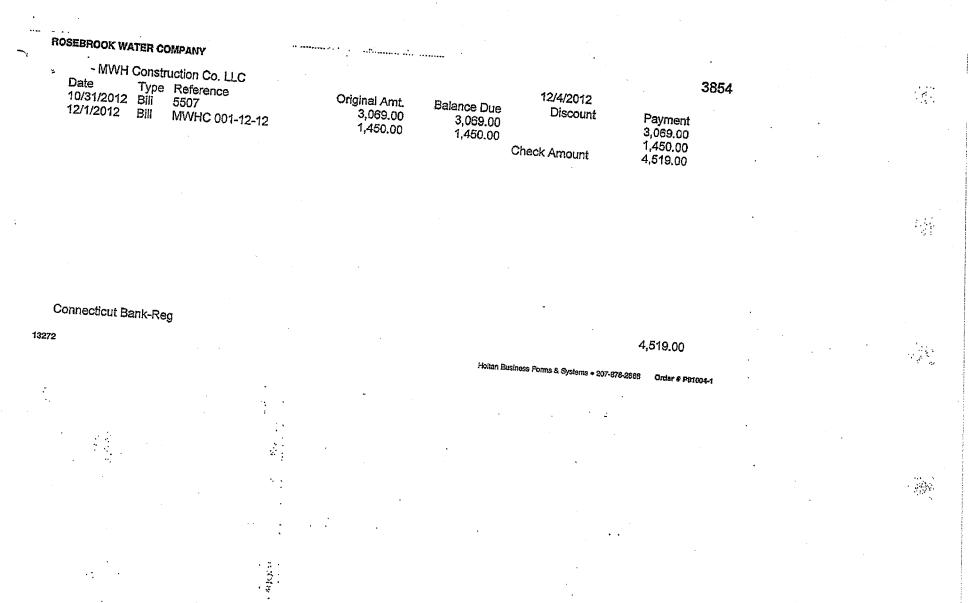
•	
Date	Invoice #
10/31/2012	5507

Ship To	
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Bill To Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

P.O. Numbe	er Terms		Rep	Ship	Via	F	.O.B.	1	Duciosh
						·			Project
	<u></u>			10/31/2012				Water I	ank-New Roof-CIP
Quantity	Item Code			Descript	ion		Price Ea	ich	Amount
	Reimb Group	ADHE CARO & CON CARO CARO BLADI CARO FOAM CAROI CAROI ROOF- CAROI ROOF- CAROI ROOF- CAROI ROOF- CAROI ROOF- CAROI CAROI	SIVE & N BLG # N BLG # N BLG # N BLG # CONE N BLG # N BLG # N BLG # N BLG # EXPAN. N BLG # ORS & F. e.aimburss	311063/RBW TAN 311306/RBW TAN 311308/RBW TAN 311307/RBW TAN 4311307/RBW TAN 4311488/RBW TAN 311488/RBW TAN 311488/RBW TAN 311485/RBW TAN DING TAPE 311500/RBW TAN	IK NEW ROOF-PI IK NEW ROOF-M IK NEW ROOF-AI IK NEW ROOF-PF K NEW ROOF-SC K NEW ROOF-FC K NEW	LYWOOD SEAL LYWOOD RCH RO MIN REWS DAM)	130.02 1,736.67 62.67 283.45 106.46 226.16 21.99 139.71 250.68 111.19	130.02 1,736.67 283.45 106.46 226.16 21.99 139.71 250.68 111.19 3,069.00
Ph	one#					I	Total	I	\$3,069.00
603-2	278-8887			₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩		I			





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Attachment Staff 2-7(a) Docket No. DW 12-299 Page 43 of 63

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Exhibit 7

. Attachment Staff 2-7(a)

Docket No. DW 12-299 Page 44 of 63

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MWH Construction Company, LLC

210 Mount Washington Hotel Road Bretton Woods, NH 03575

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Date	Involce #
10/31/2012	5503

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Bill To	
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575	· · · · · · · · · · · · · · · · · · ·
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Ship To	1		

P.O. Number Terms Rep Ship Via F.O.B. Project 10/31/2012 Water Tank-New Roof-CIP Quantity item Code Description Price Each Amount 8 D Currier RT Contr... D Currier RT Contract jobs-true hours 33.65 269,20 Reimb Group HOME DEPT #2015218/RBW TANK NEW ROOF-TRASH 67.28 67.28 BAGS, BITS & BOLTS CALKINS TOILETS #56201/RBW TANK NEW 115.00 115.00 ROOF-10/24-11/24 TOILET RENTAL HOME DEPOT #7024719/RBW TANK NEW ROOF-BLUE 169.00 169.00 TARP WILCO DIRECT #9578/RBW TANK NEW 3,375.00 3,375.00 ROOF-MATERIALS & FABRICATION OF 8" VENT PIPE & HATCH FRAME GN WOODS CONTAINER SERVICE #1465/RBW TANK 3,009.60 3,009.60 NEW ROOF-DUMPING FEE FOR MONTH OF OCT 2012 Total Reimbursable Expenses 6,735.88 MARK UP- Outsid ... mark up for labor OR materials-11/28-11/31 LABOR +10% 26,92 26.92 - 67 # (05 Pd 12/10/12 CK# 3856 \$ 29620 Total \$7,032.00 Phone # 603-278-8887

Attachment Staff 2-7(a) Docket No. DW 12-299 Page 45 of 63

MWH Construction Company, LLC

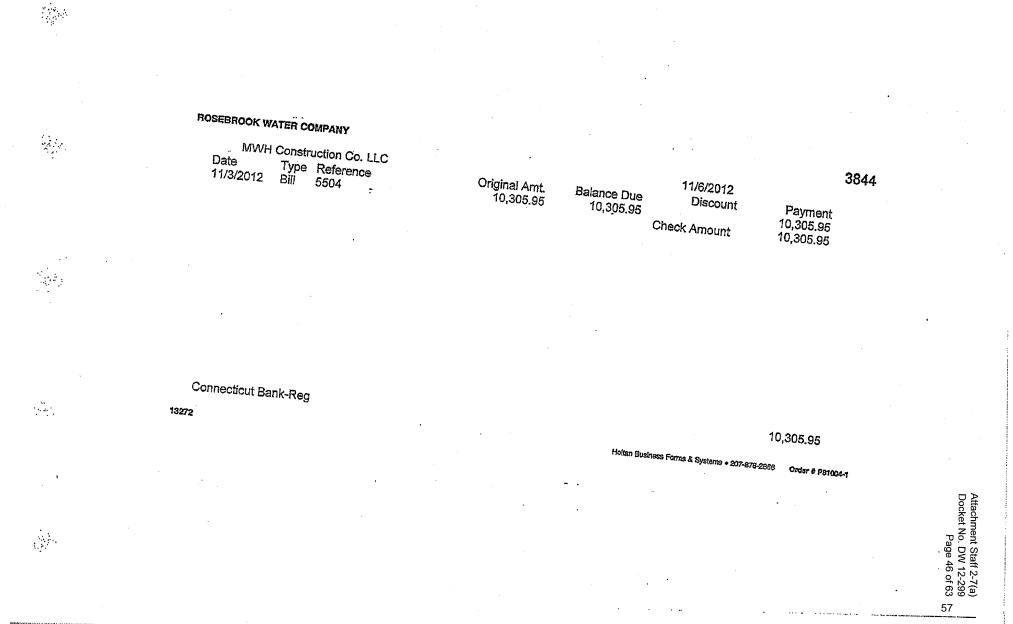
210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	Invoice #
11/3/2012	5504

Bill To	
Rosebrook Water	
210 Mt Washington Hotel Rd.	
Bretton Woods, NH 03575	

Shi	р То			
l				

16 C Robinson RT Co C Robinson RT Contract jobs-true hours 18.00 16 D Currier Jr RT Co D Currier Jr RT Contract jobs-true hours 10.00 10.5 W Whittum RT Co D Currier RT Contract jobs-true hours 10.00 16 D Currier RT Contr D Currier RT Contract jobs-true hours 16.00 16 D Currier RT Contr D Currier RT Contract jobs-true hours 33.65 SACO ROOFING FINAL CONTRACTED PYMT/RBW 8,990.00 TANK NEW ROOF FASTENAL #NHLIT18093/RBW TANK NEW ROOF-BOLTS 15.15 LOWES #88941985/RBW TANK NEW ROOF-BOLTS & 30.96 30.96	umber	Terms	F	₹ep	Ship	Via	F	.О.В.		Project
16 C Robinson RT Co C Robinson RT Contract jobs-true hours 18.00 16 D Currier Jr RT Co D Currier Jr RT Contract jobs-true hours 10.00 10.5 W Whittum RT Co D Currier Jr RT Contract jobs-true hours 10.00 16 D Currier RT Contr D Currier RT Contract jobs-true hours 10.00 16 D Currier RT Contr D Currier RT Contract jobs-true hours 16.00 16 D Currier RT Contr D Currier RT Contract jobs-true hours 16.00 16 D Currier RT Contr D Currier RT Contract jobs-true hours 33.65 SACO ROOFING FINAL CONTRACTED PYMT/RBW 8,990.00 8,990.00 TANK NEW ROOF FASTENAL #NHLIT18093/RBW TANK NEW ROOF-BOLTS 15.15 LOWES #88941985/RBW TANK NEW ROOF-BOLTS & 30.96 BITS Total Reimbursable Expenses 30.96		-	-		10/31/2012				Water Ta	nk-New Roof-CI
16 C Robinson RT Co C Robinson RT Contract jobs-true hours 18.00 16 D Currier Jr RT Co D Currier Jr RT Contract jobs-true hours 10.00 10.5 W Whittum RT Co D Currier Jr RT Contract jobs-true hours 10.00 16 D Currier RT Contr W Whittum RT Contract jobs-true hours 16.00 16 D Currier RT Contr D Currier RT Contract jobs-true hours 33.65 SACO ROOFING FINAL CONTRACTED PYMT/RBW 8,990.00 TANK NEW ROOF FASTENAL #NHLIT18093/RBW TANK NEW ROOF-BOLTS 15.15 LOWES #88941985/RBW TANK NEW ROOF-BOLTS & 30.96 BITS Total Reimbursable Expenses 30.96	· · · ·	••••••••••••••••••••••••••••••••••••••		3	Descripti	on	L	Price Each	,	Amount
MARK IP- Outsid merk up for Johor OD	16 D C 10.5 W V 16 D C	Currier Jr RT Co Whittum RT Co Currier RT Contr	D Currier W Whittu D Currier SACO RC TANK NI FASTENA LOWES # BITS	Ir RT Im RT RT C OOFIN EW RO AL #N #88941	Contract jobs-true I Contract jobs-true ho ontract jobs-true ho DOF HLIT18093/RBW 1 1985/RBW TANK N	iouis duis lis ACTED PYMT/R	P-BOI TS	8,5	18.00 10.00 16.00 33.65 990.00	288. 160. 168. 538.4 8,990.(15.) 30.5
HILLY OF AN ADDI OK HEAGENELS- 1/1-1(/3/12 LABOR +10%) HILLY OF ADDI	MAI	RK UP- Outsid				1 11040				9,036.) 115.4
					# 105 POST	ED				
Phone # Total \$10								Total		\$10,305.9



Attachment Staff 2-7(a) Döcket No. DW:12-299 Page **51** of 63

MWH Construction Company, LLC

Invoice

210 Mount Washington Hotel Road Bretton Woods, NH 03575

Date	Invoice #
11/29/2012	5509

Bill To	1		
Rosebrook Water		Ship To	
210 Mf Washington Hotel Rd. Bretton Woods, NH 03575			
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the second se	iem Code fier RT Contr D C Group		11/29/2012		F.O.B.		Project
24 D Curr	rier RT Confr. DC		1			Water Ta	nk-New Roof-CH
24 D Cun Reimb	rier RT Contr D C Group		Description	00			K-IVGW KOOI-CH
Keimb	Groun	urrier RT C	ontract jobs-true hou		Price	Each	Amount
				-		33.65	807.0
	11/0/	JI-ROOPIT	#7015779/RBW TA	WINDY ID Drive -		239.98	239,9
··· ·· ··· ···	INS		ANK NEW ROOF-P TER TANK BEFOR	DITCOTING YTT I AND	FRESH	5,000.00	5,000.0
	DOI ARE EXC	OGE #27894 A AFTER (AVATOR	I/RBW TANK NBW CONSTRUCTION C TOPSOIL, HAY & 1 ble Expenses	ROOF-CLEAN UN		2,657,25	2,657.2
MAPR	1					.	7,897.2
MITIN	or-Outsid mark	c up for labo	or OR materials-LAB	OR+10%		80.76	80.7
	Pe	-#10 PO (12/le	Net P	8235.39 8235.39 3856 # 338			
Phone # 603-278-8887	_				Total		\$8,785.59
4.	;						

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A Construction Company, LLC

40 Mount Washington Hotel Road Bretton Woods, NH 03575

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Date	Credit No.
11/29/2012	5510

Customer	
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575	
• •	

		P.O. No.	Project
Description	<u> </u>		Water Tank-New Ro
Mise receipts on jobs	Qty	Rate	Amount
Curon By Credit		550.20	-550.20
		Total	\$-550.20
		Invoices	\$550.20
		Balance Cree	dit \$0.00

Attachment Staff 2-7(c)

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MWH Construction Co., LLC

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310 Mount Washington Hotel Road Bretton Woods, NH 03575 Phone 603-278-8887 Fax 603-278-1111 Imatthews@bwiandco.com

Docket No. DW 12-299

- 27

DATE: September 14, 2011 INVOICE # 182 FOR: RBW-trench work

Bill To: Rosebrook Water Company 310 Mt Washington Hotel Road Bretton Woods, NH 03575

DESORIPTION	AMOUNT
Rosebrook Water Co Trench Work:	
Aug 2011 labor to hand dig trench for Telemetry job. Hand digging was needed n wooded areas that the excavator could not get to. Trench is for laying hardwire o water tower for electricity.	\$3,017.09
#105	
POSTED	
•	
Total due upon receipt:	\$3,017,09

Make all checks payable to MWH Construction Co. LLC If you have any questions concerning this invoice, contact Laurie Matthews @ 603-278-8887

THANK YOU FOR YOUR BUSINESSI