

**THE STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

<hr/>	)
<b>IN RE LAKELAND MANAGEMENT</b>	)
<b>COMPANY, INC.</b>	)
	)
<b>Authority to Acquire Capital,</b>	)
<b>    \$47,192 Loan</b>	)
<b>    \$16,727 Loan</b>	)
<hr/>	)

PETITION TO AUTHORIZE BORROWING

NOW COMES Lakeland Management Company, Inc. (the "Company"), and, pursuant to RSA 369:3, requests the Commission to approve the incurrence of two items of long term debt, one in the amount of \$16,727 and one in the amount of \$47,192 . In support of this petition, the Company states:

1. The Company is a corporation organized and existing under the law of the State of New Hampshire. The Company is a public utility, owning and operating a public water supply system and a public sewer system in the Town of Belmont, New Hampshire. The Company's address is PO Box 7394, Gilford, NH 03247.

2. The capital stock of the Company consists of 100 shares of common stock with no par value.

3. The \$47,192 was borrowed from C & C Water Services, Inc. (hereinafter "C&C"). The funds were used to complete the project for the construction of well No. 5 and the integration of that well into the Company's

water system. A copy of the note evidencing that borrowing is attached hereto as Exhibit 1.

4. The \$16,727 was borrowed from C & C. The funds were used to complete the project of the purchase and installation two new American manufactured pre-cast concrete water storage tanks, totaling 30,000 gallons of storage, including the necessary water main piping, valves, fittings, and miscellaneous appurtenances, and the acquisition and installation of variable frequency drives. Although authorized to borrow \$95,000 from the state revolving fund, the Company was only able to borrow \$81,503.34 from the SRF. In addition, the project cost more, resulting in a shortfall of \$16,727. A copy of the note evidencing that borrowing is attached hereto as Exhibit 2.

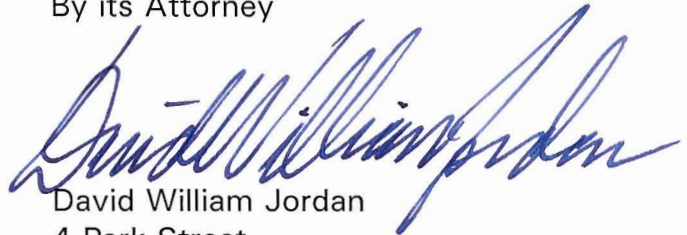
5. The Company has already borrowed the's funds, and expended them on the projects indicated. All of which are used and useful in providing utility service. The Company included the borrowing, and the assets acquired through the borrowing, in support of the increased rate under investigation in docket number DW 10-306, Lakeland Management Company, Inc. All the data relating to the borrowing is included in the record of that proceeding.

6. By separate document, filed contemporaneous herewith, the Company seeks to consolidate this borrowing proceeding with the rate case.

WHEREFORE, the Company prays that the Commission issue an order NISI approving the borrowing from C & C Water Services Inc. of two loans, one in the amount of \$47,192 and one in the amount of \$16,727.

Respectfully submitted,

LAKELAND MANAGEMENT  
COMPANY, INC  
By its Attorney

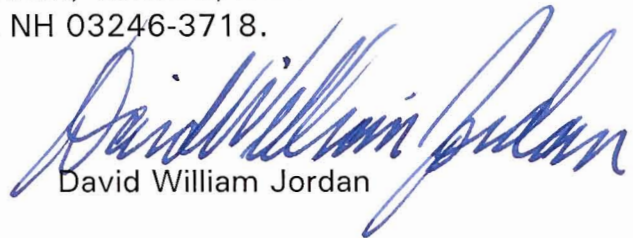


David William Jordan  
4 Park Street  
Concord, NH 03301-6329  
Telephone: (603) 228-1151  
FAX: (603) 224-2686  
[jordan@aphoenixrising.com](mailto:jordan@aphoenixrising.com)

#### CERTIFICATE OF SERVICE

Today the foregoing document was served by depositing a copy of same in a United States Postal Service receptacle, first class postage prepaid, addressed to Office of the Consumer Advocate, Fruit Street, Concord, NH 03301 and Alvin E. Nix, Jr., 261 South Main Street, Laconia, NH 03246-3718.

DATED: December 5, 2011



David William Jordan

## PROMISSORY NOTE

\$47,192.00

Gilford, New Hampshire  
September 1, 2010

FOR VALUE RECEIVED, Lakeland Management Company, Inc., of PO Box 7394, Gilford, NH 03247, promises to pay to the order of C&C Water Services, Inc., at 24 Tate Road, Gilford, NH 03249, or at such other place as the holder hereof may designate, the principal sum of Forty-seven Thousand One Hundred Ninety-two Dollars (\$47,192.00), plus simple interest on the declining balance at the rate of seven percent (7%) per year until paid in full. Principal and interest shall be paid in Twenty (20) equal quarterly installments of Two Thousand Eight Hundred Four and Eighty-three Hundredths Dollars (\$2,804.83), commencing Sixty (60) days after the end of the calendar quarter in which falls the effective date of the general increase in the water rates of Maker next occurring after the date hereof (the "Commencement Date"), and continuing on the same day of each month thereafter until paid in full. Any principal or accrued interest remaining unpaid on the Sixtieth (60<sup>th</sup>) day after the fifth anniversary of the Commencement Date, shall then be paid in full. All monies received by the holder hereof from, or on behalf of, the Maker shall be applied first to the costs and expenses of collection, if any, then to late charges accrued but unpaid, if any, then to interest, and then to principal.

Failure of the holder hereof to enforce any provision hereof shall not constitute a waiver of that provision or of any default, and the express waiver of any default or defaults shall not constitute the waiver of any provision hereof, or of any subsequent default. Except as expressly provided herein, Maker waives presentment, demand, protest, and notice of protest and dishonor. Maker may prepay all or any portion of this note at any time, and on multiple occasions, without penalty, but any such prepayment shall not change the amortization schedule.

In the event any instrument given by or on behalf of Maker to the holder hereof is dishonored, in addition to all other remedies available to the holder hereof, Maker shall pay the holder hereof, on demand, for each instrument dishonored, the sum of Fifteen Dollars (\$15.00), plus all bank charges incurred by the holder. Any such charges not paid by the first of the month following the month in which demand is made for the charge shall be added to the principal amount of this note.

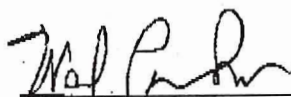
In the event the Maker shall fail to pay any installment due under this note when due, and such failure shall continue for Fifteen (15) days after receipt of written notice of such non-payment, at the option of the holder hereof, and upon notice of acceleration, the entire principal amount of this note, plus accrued interest shall be immediately due and payable. In the event the Maker shall fail to pay any installment due under this note within fifteen (15) days after said installment is due, in addition

to all other remedies available to the holder hereof, upon notice of imposition given before the due date of the next installment, the Maker shall pay to the holder a late charge equal to five percent (5%) of the installment not timely paid. Late charges not paid by the first of the month following the month in which the late charge is imposed shall be added to the principal amount of this note. In the event of default hereunder, interest shall continue to accrue until the monies due hereunder are paid in full. During any suit brought to enforce this note, interest shall continue to accrue at the higher of the rate herein provided, or the maximum rate in effect pursuant to RSA 336:1. In the event of default hereunder, the Maker shall, in addition to principal and accrued interest, pay the holder hereof all expenses of collection, including, but not limited to, court costs and attorneys fees. All remedies of the holder hereof shall be cumulative.

In Witness Whereof, Lakeland Management Company, Inc. has caused its corporate name to be hereunto affixed as of the date first above written.

LAKELAND MANAGEMENT CO., INC.

By:



Wade R. Crawshaw, President

d:\cl\5469proc&cwaterwell

## PROMISSORY NOTE

\$16,727.00

Gilford, New Hampshire  
September 1, 2010

FOR VALUE RECEIVED, Lakeland Management Company, Inc., of PO Box 7394, Gilford, NH 03247, promises to pay to the order of C&C Water Services, Inc., at 24 Tate Road, Gilford, NH 03249, or at such other place as the holder hereof may designate, the principal sum of Sixteen Thousand Seven Hundred Twenty-seven Dollars (\$16,727.00), plus simple interest on the declining balance at the rate of seven percent (7%) per year until paid in full. Principal and interest shall be paid in Twenty (20) equal quarterly installments of Nine Hundred Ninety-four and Sixteen Hundredths Dollars (\$994.16), commencing Sixty (60) days after the end of the calendar quarter in which falls the effective date of the general increase in the water rates of Maker next occurring after the date hereof (the "Commencement Date"), and continuing on the same day of each month thereafter until paid in full. Any principal or accrued interest remaining unpaid on the Sixtieth (60<sup>th</sup>) day after the fifth anniversary of the Commencement Date, shall then be paid in full. All monies received by the holder hereof from, or on behalf of, the Maker shall be applied first to the costs and expenses of collection, if any, then to late charges accrued but unpaid, if any, then to interest, and then to principal.

Failure of the holder hereof to enforce any provision hereof shall not constitute a waiver of that provision or of any default, and the express waiver of any default or defaults shall not constitute the waiver of any provision hereof, or of any subsequent default. Except as expressly provided herein, Maker waives presentment, demand, protest, and notice of protest and dishonor. Maker may prepay all or any portion of this note at any time, and on multiple occasions, without penalty, but any such prepayment shall not change the amortization schedule.


In the event any instrument given by or on behalf of Maker to the holder hereof is dishonored, in addition to all other remedies available to the holder hereof, Maker shall pay the holder hereof, on demand, for each instrument dishonored, the sum of Fifteen Dollars (\$15.00), plus all bank charges incurred by the holder. Any such charges not paid by the first of the month following the month in which demand is made for the charge shall be added to the principal amount of this note.

In the event the Maker shall fail to pay any installment due under this note when due, and such failure shall continue for Fifteen (15) days after receipt of written notice of such non-payment, at the option of the holder hereof, and upon notice of acceleration, the entire principal amount of this note, plus accrued interest shall be immediately due and payable. In the event the Maker shall fail to pay any installment due under this note within fifteen (15) days after said installment is due, in addition

to all other remedies available to the holder hereof, upon notice of imposition given before the due date of the next installment, the Maker shall pay to the holder a late charge equal to five percent (5%) of the installment not timely paid. Late charges not paid by the first of the month following the month in which the late charge is imposed shall be added to the principal amount of this note. In the event of default hereunder, interest shall continue to accrue until the monies due hereunder are paid in full. During any suit brought to enforce this note, interest shall continue to accrue at the higher of the rate herein provided, or the maximum rate in effect pursuant to RSA 336:1. In the event of default hereunder, the Maker shall, in addition to principal and accrued interest, pay the holder hereof all expenses of collection, including, but not limited to, court costs and attorneys fees. All remedies of the holder hereof shall be cumulative.

In Witness Whereof, Lakeland Management Company, Inc. has caused its corporate name to be hereunto affixed as of the date first above written.

LAKELAND MANAGEMENT CO., INC.  
By:



Wade R. Crawshaw, President

d:\oil\5469proc&cwatertank