

## Schedule A

### **HAWC System History**

<b>System</b>	<b>Year</b>	<b>Docket</b>	<b>Order</b>	<b>Franchise Area</b>
Walnut Ridge Water Company	1977	DE 76-179	12,827	1,826 Acres
Lancaster Farms-Salem	1984	DR 84-267	17,312	144 Acres
Bricketts Mill-Hampstead	1985	DE 85-149	17,848	80 Acres
Squire Ridge-Hampstead	1985	DE 85-274	17,967	140 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,560	1,700 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,598	Supp Order
Woodland Pond-Hampstead	1987	DE 87-211	18,980	701 Acres
Bryant Woods-Atkinson	1988	DE 87-226	19,230	2,340 Acres
Hampstead Area Water Company	1989	DE 89-047	19,717	Hampstead Merger*
Hampstead Area Water Company	1989	DE 89-047	19,751	1,650
Walnut Ridge Water Company	1990	DE 90-129	19,992	Bryant Woods Merger**
HAWC-Bricketts Mill Extension	1990	DE 90-049	19,783	55 Acres
HAWC-Hampstead	1991	DE 91-121	20,224	1,246 Acres
HAWC-Hampstead	1991	DE 91-144	20,320	1,350 Acres
HAWC-Rainbow Ridge-Plaistow	1993	DE 92-129	20,774	370 Acres
HAWC-Stoneford-Sandown	1996	DE 96-201	22,551	152 Acres
HAWC-Colby Pond-Danville	1998	DE 97-154	22,854	3,483 Acres
HAWC-Oak Hill-Chester	2000	DW 00-059	23,577	177 Acres
HAWC-Walnut Ridge & Lancaster	2002	DW 01-204	23,954	Atkinson Merger***
HAWC-Camelot Court-Nottingham	2004	DW 02-198	24,296	44 Acres
HAWC-Cornerstone-Sandown	2004	DW 02-198	24,296	188 Acres
HAWC-Lamplighter-Kingston	2004	DW 02-198	24,296	13.66 Acres
HAWC-Maplevale-East Kingston	2004	DW 03-150	24,299	107 Acres
HAWC-Dearborn Ridge-Atkinson	2005	DW 04-055	24,501	541 Acres
HAWC-Hampstead Expansion	2005	DW 04-062	24,520	238 Acres
HAWC-Mill Woods-Sandown	2005	DW 05-063	24,544	35 Acres
HAWC-Waterford Village-Sandown	2005	DW 05-070	24,545	90.37 Acres
HAWC-Atkinson Expansion	2005	DW 05-092	24,592	333 Acres
HAWC-Autumn Hills-Sandown	2006	DW 06-016-	24,608	33.68 Acres
HAWC - Cooper Grove-Kingston	2008	DW-07-133	24,831	211 Acres
HAWC - Black Rocks Village	2008	DW-07-134	24,856	391 Acres
HAWC - Sargent Woods	2008	DW-07-130	24,884	65.97 Acres
HAWC - Oak Hill Extension	2010	DW-10-204	25,166	27.851 Acres
HAWC - Fairfield Estates	2011	DW-11-218	25,318	21.97 Acres
HAWC - Little River Village	2013	DW-13-323	25,636	127.00 Acres
HAWC - Emery Drive Extension	2014	DW-14-022	25,672	1,125 Acres
HAWC - Sargent Woods Ext.	2014	DW-14-107	25,704	26.82 Acres
HAWC - Snow's Brook.	2015	DW-14-319	25,757	23.11 Acres
HAWC - Kings Landing.	2015	DW-15-254	25,827	35.16 Acres
HAWC - Wells Village.	2017	DW-16-825	25,979	40.83 Acres
HAWC - Bow Lake Estates	2018	DW-17-145	26,153	25.00 Acres

\*Merged Bricketts Mill, Kent Farm, Squire Ridge and Woodland Pond into HAWC

\*\*Merged Bryant Woods into Walnut Ridge with requirement that the Bryant Woods rates apply

\*\*\*Merged Lancaster Farms and Walnut Ridge into HAWC

**LIST OF EXHIBITS  
TISDALE TRAILER PARK**

<b>Exhibit</b>	<b>Description</b>
1	Contract
2	Franchise Area Plan & System Extension Description
3	Access & Maintenance Easement
4	Easement Contract with Andrews
5	Letter to Salem Selectmen
6	Letter from Salem Selectmen to PUC
7	Pro Forma CPR
8	Project Cost Schedule
9	Bill of Sale
10	DES Approval
11	Testimony of Harold Morse
12	Testimony of Stephen P. St. Cyr

**WATER SERVICES AGREEMENT**

Date: \_\_\_\_\_

Tisdale's Trailer Park Inc  
Ronald Chiolla  
P.O. Box 153  
Salem, NH 03079

Re: Tisdale's Trailer Park Inc Community Water System

This Water Services Agreement is by and between the Tisdale's Trailer Park Inc. and its successors and assigns, (the **OWNER**), located at P.O. Box 153, Salem NH 03079. Hampstead Area Water Services Company (a division of Lewis Builders Development, Inc.) (**HAWSCO**) and the Hampstead Area Water Company, Inc. (**HAWC**), both of 54 Sawyer Avenue, Atkinson, New Hampshire, 03811.

1. **PURPOSE:** HAWSCO shall provide a 2" metered water main line to provide water to the water distribution system, located at Tisdale's Trailer Park development, (Premises/Easement Area) located at 185 Pelham Road, Salem, New Hampshire, in accordance with all applicable Federal and State statutes, regulations, and ordinances, as directed by the New Hampshire Department of Environmental Services (NHDES).
2. **COST OF INSTALLATION:** The cost of the installation of this main line and metering shall be \$120,000.00, with the work described as follows:
  - a. The OWNER agrees to have individual meters for each of the 58 residences, to be installed by HAWSCO at the OWNER'S expense. The meter installation includes material and labor and shall be billed at the rate of \$1,000 for each meter.
  - b. The OWNER shall also have a permanent service line connection installed by HAWSCO from the Lancaster water system to a meter pit. There shall be approximately 350 feet of 4-inch line installed to the meter pit, all of which to be paid for by the OWNER.
  - c. The OWNER shall pay for all administrative, engineering and legal fees arising from this construction, and for regulatory approvals from the Public Utilities Commission (PUC) and DES.
3. **PAYMENT:** The OWNER shall pay to HAWSCO 50% of the contract price at the signing of this agreement and 25% to be paid by progress payments to be billed through 12/31/19. The remaining balance to be paid in full by March 3, 2020. Bills are payable upon receipt.
4. **RATES.** HAWC will provide a permanent bulk water supply to the OWNER. Water rates shall be based upon HAWC's consolidated rate. HAWC's current tariff is \$100 base rate for a 2" meter and consumption rate of \$5.95 per 100 cubic feet. HAWC shall bill the OWNER monthly. This is expressly conditioned upon PUC approval.
5. **OWNER'S RESPONSIBILITIES:**

- a. The OWNER shall grant HAWC a maintenance and access easement encompassing the Premises/Easement Area in the form attached as exhibit A to be signed contemporaneously with this Agreement.
- b. The OWNER shall own and be remain responsible for the maintenance and repair of the Tisdale Trailer Park Community Water System from the meter pit connection to each residence.

**6. HAWC'S RESPONSIBILITIES:**

- a. HAWC shall own and be responsible for the connection line from the Lancaster Water System to and including the meter pit and its meter. However if there is a water leak in the Tisdale Trailer Park Community Water System that remains unrepaired for a period of 5 days after notice from HAWC to OWNER about same, HAWC shall have the right to enter onto the Premises/Easement Area and repair such water leak. The OWNER shall pay for the cost of such water leak repair. HAWC shall also own each residential meter.
- b. HAWC is responsible to obtain PUC approval.

**7. HAWSCO's RESPONSIBILITIES**

- a. Construction of the waterline and meter pit,
- b. Installation of the meters
- c. Obtaining DES Approvals

**8. NOTICES:** The OWNER shall designate a contact representative who shall have full authority to authorize any and all work done under this CONTRACT. The initial contact representative is:

Ronald Chiolla  
30 Granite Ave  
Salem, NH 03079  
603-339-4026

**9. SCOPE:** This proposed AGREEMENT and Exhibits, if any, attached hereto constitute a full Agreement between the OWNER, HAWSCO, and HAWC. Any changes, deletions, or alterations of any kind shall be in writing and must be signed by the OWNER, HAWSCO, and HAWC.

**10. MODIFICATION AND WAIVER:** Any modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed by the OWNER, HAWSCO, and HAWC. The failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

**11. ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth hereunder.

12. **SITUS:** This agreement shall be construed and governed in accordance with the laws of the State of New Hampshire.
13. **PARTIAL INVALIDITY:** If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
14. **CAPTIONS:** The paragraph captions or headings of this agreement are inserted only as a matter of convenience and for reference and, in no way define, limit or describe the scope, intent or rights conferred under this agreement nor in any way affect or limit the provisions herein.
15. **MEDIATION:** If there is a dispute regarding this agreement, the parties agree to first submit such a dispute to Mediation before utilizing any other means of dispute resolution.
16. **ATTORNEY'S FEES:** If either party is required to enforce any term of this agreement by way of litigation, then the prevailing party shall be awarded their attorney's fees and costs.

**TISDALE'S TRAILER PARK, INC.,**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ronald H. Chirolla, Vice President  
Duly authorized

Lewis Builders Development, Inc.  
d/b/a **HAMPSTEAD AREA WATER SERVICES COMPANY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Harold Morse, Vice President

**HAMPSTEAD AREA WATER COMPANY, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Harold Morse, President

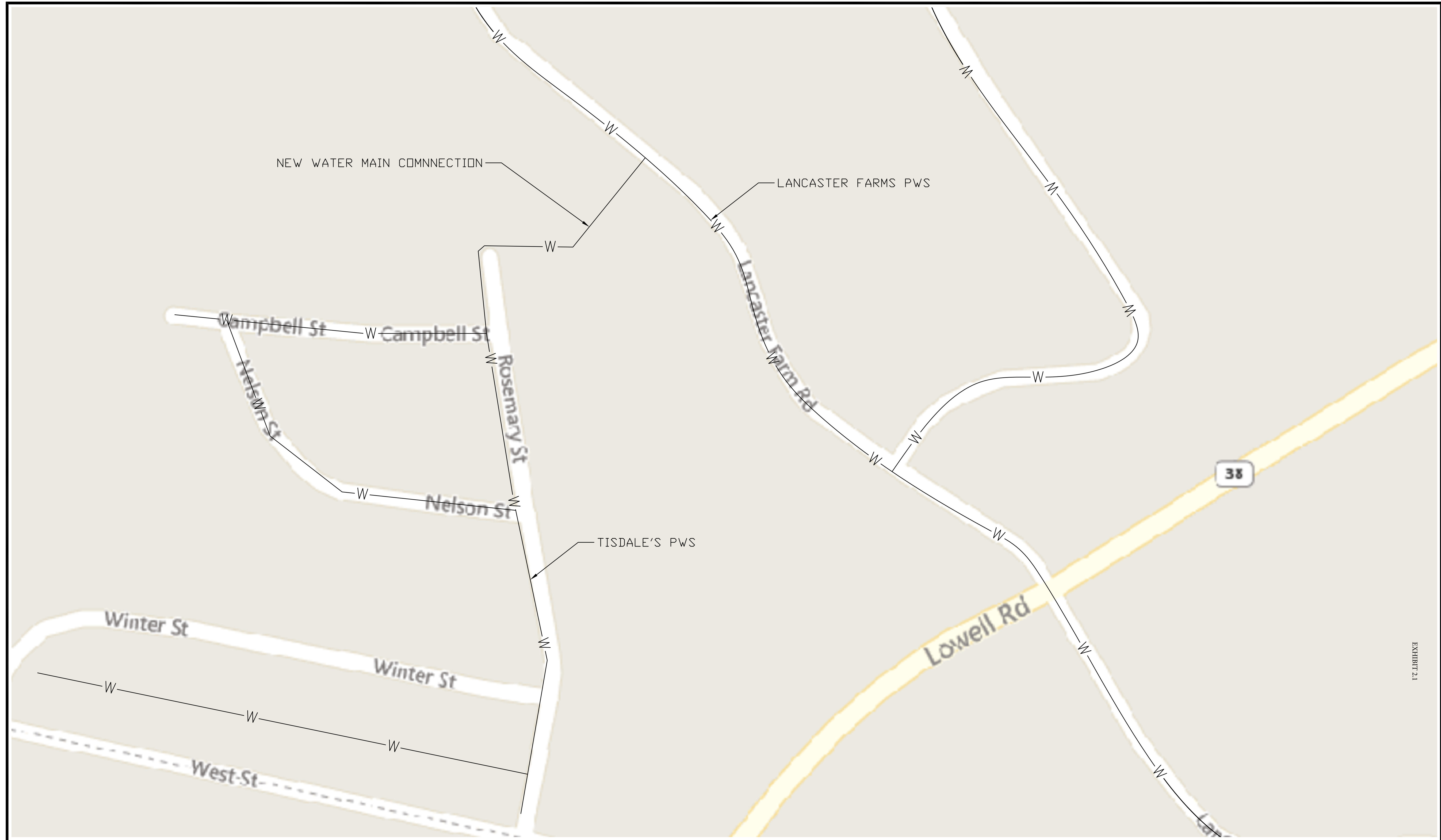
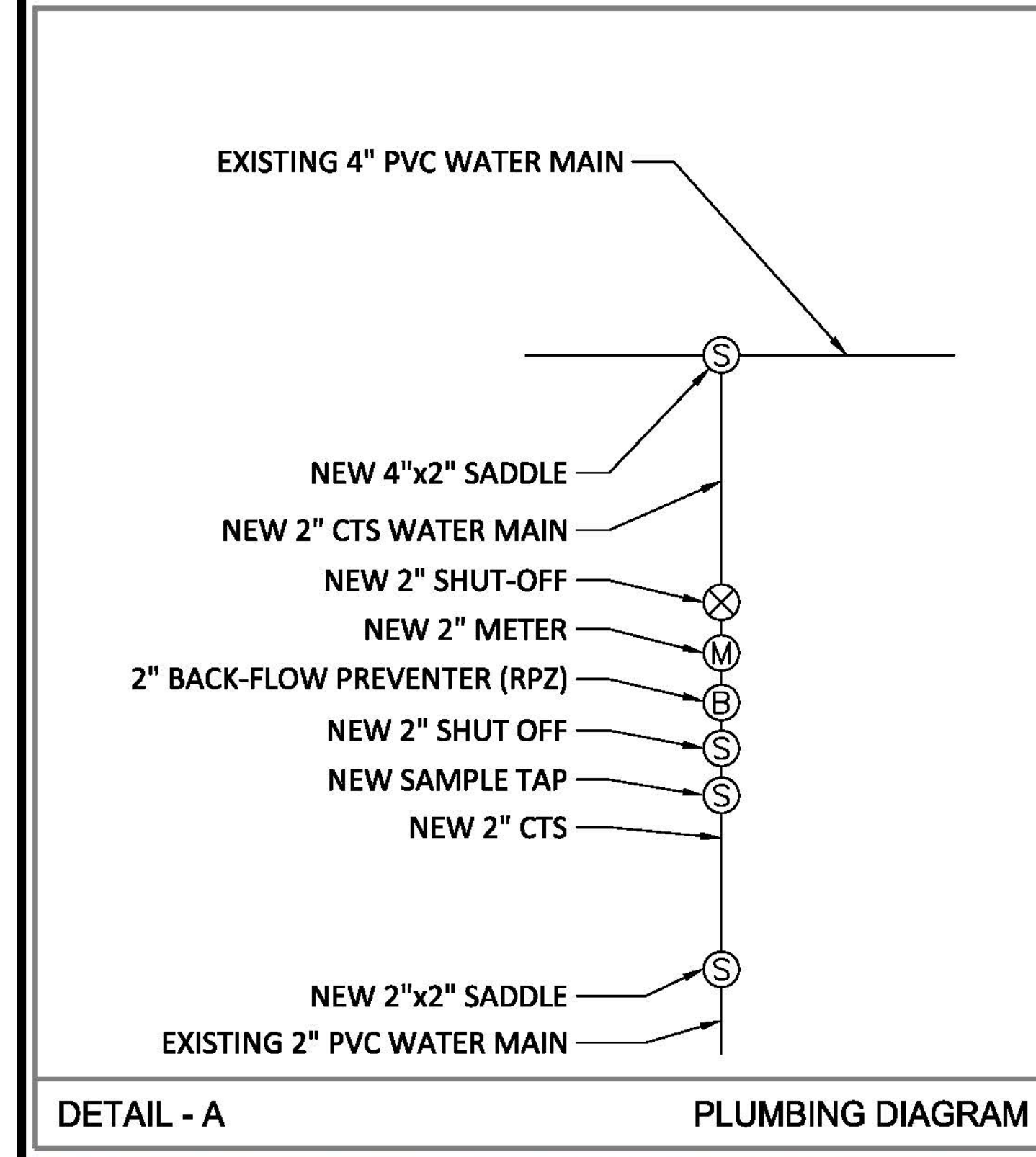


EXHIBIT 2.1

DRAWN FOR 		PREPARED BY 		ORIGINAL FULL SIZE DRAWING=4" REPRODUCTIONS MAY BE REDUCED SIZE	DRAWING NO. <b>C-1</b>	TISDALE'S TRAILER PARK PWS LANCASTER FARMS PWS LANCASTER FARM RD, SALEM, N.H.							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">001</td> <td style="width:75%;">INITIAL RELEASE</td> <td style="width:20%;">10/19/18</td> </tr> <tr> <td>NO.</td> <td>DESCRIPTION</td> <td>DATE</td> </tr> <tr> <td colspan="3" style="text-align: center;">REVISIONS</td> </tr> </table>		001	INITIAL RELEASE	10/19/18		NO.	DESCRIPTION	DATE	REVISIONS			
001	INITIAL RELEASE	10/19/18											
NO.	DESCRIPTION	DATE											
REVISIONS													
					SHEET 1 OF 2 SHEETS								



DETAIL - A PLUMBING DIAGRAM



DRAWN FOR

**HAMPSTEAD AREA WATER COMPANY, INC**

001	INITIAL RELEASE	10/19/18
NO.	DESCRIPTION	DATE
REVISIONS		


PREPARED BY

**HAMPSTEAD AREA WATER COMPANY, INC**

APPROVED

ORIGINAL FULL SIZE DRAWING=4"  
REPRODUCTIONS MAY BE REDUCED SIZE

ENGINEER DRAWN CHECKED SCALE DATE  
JH JMM 1" = 20' OCT.2018

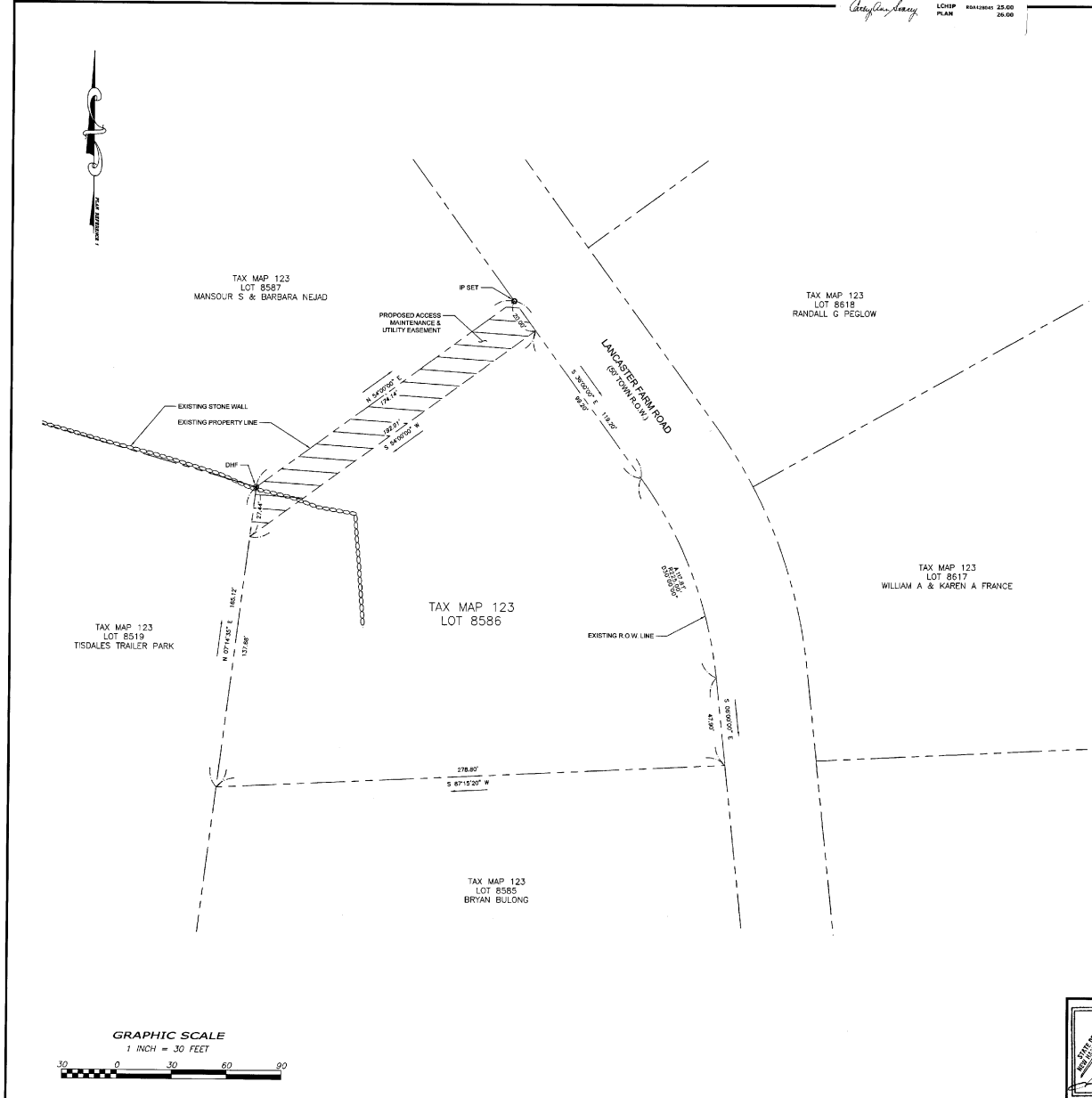
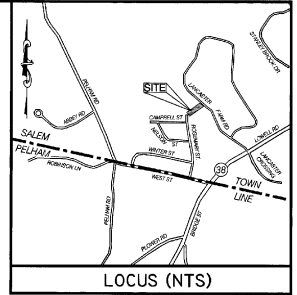
DRAWING NO. C-2  
JOB NO. 18-6203  
CONTRACT NO. 13-6030

SHEET 2 OF 2 SHEETS

TISDALE'S TRAILER PARK PWS  
LANCASTER FARMS PWS  
LANCASTER FARM RD, SALEM, N.H.  
WATER MAIN EXHIBIT

EXHIBIT 2.2

D-41115  
 Register of Deeds, Rockingham County  
 10/23/2018 01:45:13 PM  
 LDRP PLAN #2012004 25.00



**NOTES**

1) THE PURPOSE OF THIS PLAN IS TO ESTABLISH A 20' WIDE ACCESS, MAINTENANCE, AND UTILITY EASEMENT ACROSS SALEM TAX MAP 123 / LOT # 8586 FOR THE BENEFIT OF HAMPSTEAD AREA WATER COMPANY. THE OWNER OF RECORD FOR MAP 123 LOT 8586 / EASEMENT GRANTOR IS:  
 WALTER L. ANDREWS & JOAN C. ANDREWS  
 HUSBAND AND WIFE  
 BOTH OF 44 LANCASTER FARM ROAD  
 SALEM, NEW HAMPSHIRE 03079  
 (R.C.R.D. BOOK 4164 PAGE 1196)

4) BEARINGS ARE PER PLAN REF. NO.1 (MAGNETIC NORTH 1983)

**PLAN REFERENCES**

1) THE BOUNDARY INFORMATION ON THIS PLAN IS TAKEN DIRECTLY FROM: "LANCASTER FARMS SUBDIVISION PLAN" OF LAND IN SALEM, NH, AS DRAWN FOR LEWIS BUILDERS, INC., DATED JANUARY 1983, SCALE 1"=100', DRAWN BY HELADIO J. AGUDELO, R.C.R.D. PLAN # D-11347

"I CERTIFY THAT THE ERROR OF CLOSURE USED IN THE PREPARATION OF THIS PLAN DOES NOT EXCEED 1 PART IN 10,000. BOUNDARY INFORMATION SHOWN IS TAKEN DIRECTLY FROM R.C.R.D. PLAN # D-11347

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN."

A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF SALEM, N.H. PLANNING BOARD.

10/23/18 [Signature]  
 DATE LICENSED LAND SURVEYOR (SEAL)

**ACCESS / MAINTENANCE EASEMENT PLAN**

FOR  
**TAX MAP # 123 / PARCEL # 8586**  
 IN  
 SALEM, NEW HAMPSHIRE  
 OWNER OF RECORD  
**HAMPSTEAD AREA WATER COMPANY, INC.**  
 54 SAWYER AVE  
 ATKINSON, N.H. 03811  
 SCALE: 1" = 30' DATE: 10/04/2018



REVISIONS	
DATE:	
DATE:	
DATE:	
DESIGNED BY:	JBY DATE: 10/19/18
APPROVED BY:	JMM DATE: 10/19/18

DRAWN FOR:  
**LEWIS BUILDERS**  
 54 SAWYER AVE. ATKINSON, NH 03811 TEL: (603) 352-4332

DRAWN FOR:  
**HAMPSTEAD AREA WATER COMPANY, INC.**  
 54 SAWYER AVE. ATKINSON, NH 03811 TEL: (603) 352-4332

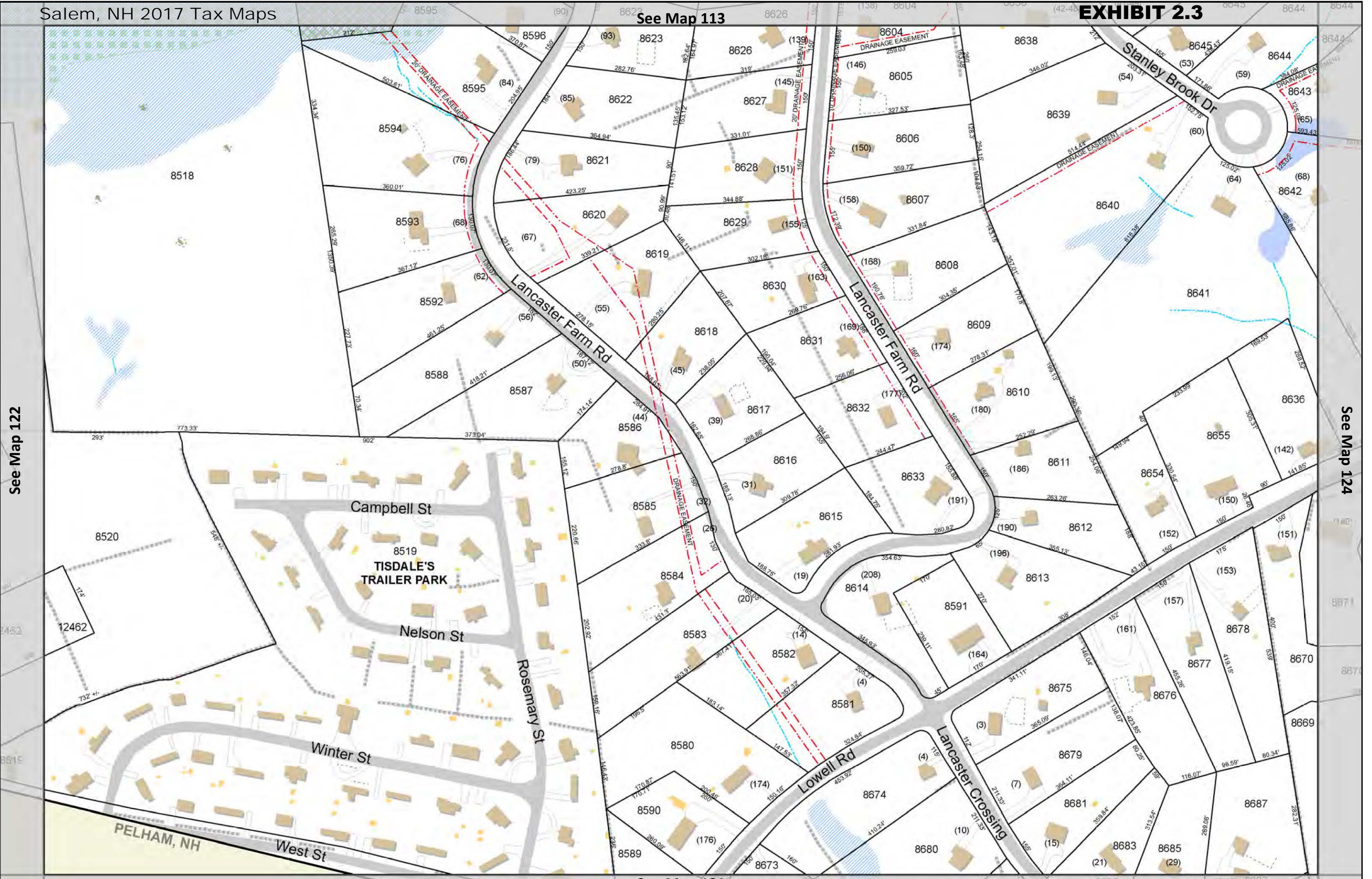
D-41115



See Map 122

See Map 124


FOR ASSESSING PURPOSES ONLY - NOT FIELD VERIFIED





LCHIP ROA429073 25.00  
TRANSFER TAX RO083969 40.00  
RECORDING 18.00  
SURCHARGE 2.00



Return to:   
Robert C. Levine  
Lewis Builders, Inc.  
54 Sawyer Avenue  
Atkinson, NH 03811

**ACCESS AND MAINTENANCE EASEMENT DEED**

**KNOW ALL MEN BY THESE PRESENTS, that TISDALE TRAILER PARK, Inc., with a mailing address of P.O. Box 153, Salem NH 03079 (the Grantor), GRANTS TO HAMPSTEAD AREA WATER CO., INC., a New Hampshire corporation with offices at 54 Sawyer Avenue, Atkinson, Rockingham County, New Hampshire 03811 (the Grantee) with QUITCLAIM COVENANTS**

The following interest in land situated in Salem, Rockingham County, New Hampshire; with the following rights and easements over parcels of land located off 185 Pelham Road, Salem, New Hampshire, and known as Town of Salem Tax Map 123, Lot 8519, (the Premises and the Easement Area) in Salem, Rockingham County, New Hampshire, on a plan entitled for the purposes of accessing the Easement Area, and the maintenance and repair of the water system on the Easement Area.

**I. RESERVED OWNERSHIP RIGHTS:**

The right and title remains in the Grantor to all water so stored on the Premises and to all pipes, mains, pumps, pump houses, and related machinery and equipment as may now or may subsequently be provided to and/or constructed on the Premises as part of the water supply system, except for the main meter pit and the residential meters to be installed thereon, all to be owned by the Grantee;

**II. EASEMENT FOR ACCESS TO CONSTRUCT, MAINTAIN AND REPAIR WATER STORAGE TANK AND WATER SUPPLY SYSTEM AND FACILITIES:**

The right and easement for the full right of ingress and egress over upon and across so much of the Premises, as is reasonably necessary for the purpose of repair and maintenance of the water supply system. This right of ingress and egress shall include the right to make and use of so much of the surface of the land described and shown on the Plan, as may be reasonably incident or convenient to repairing and maintaining the water supply system;

**III. RIGHT TO REASONABLE ACCESS AND TO SECURE FACILITIES AND CONTROL ACCESS:**

The right to reasonable access to service and repair pipe lines, mains, storage tanks, pumps, pump houses, and other surface structures and the right to fence-off and otherwise secure all such pumping and water storage facilities and to control access thereto as may be reasonably necessary to protect and preserve the quality of water so provided and stored and to prevent the interruption of supply of water;

**IV. RIGHT AND EASEMENT TO ENFORCE DES REGULATIONS:**

The right and easement to enforce the sanitary water protective easement in accordance with and to the extent required or allowed by the New Hampshire Department of Environmental Services or its successor; to wit: no construction within ten (10) feet of the water supply lines; no leach beds or sewerage treatment within twenty five (25) feet of the water supply lines and any sewer line must cross at least eighteen (18) inches below any water supply lines,

**V. THE RIGHT AND EASEMENT REPAIR, AND MAINTAIN WATER SUPPLY SYSTEM AND FACILITIES:**

The right and easement on the Premises to maintain and repair pipe lines, valves, mains and similar equipment for the supply of domestic water to the Grantee's franchise area, and to such adjoining premises or other premises as now or as may in the future constitute part of Grantee's franchise area.

The within granted right being the right to enter onto and maintain, and repair water lines, valves, hookups, and mains in and under private and public ways and in and under strips of land,

1. along and adjacent to public and private ways, and
2. across such strips of the land as may be reasonably necessary to repair and maintain water lines, pipes, and valves to serve the Area and other premises within any franchise area licensed to Grantee by the New Hampshire Public Utility Commission as the same may, from time to time, be constituted, and to collect such water charges as such Commission shall approve.

**VI. GRANTEES COVENANTS AND OBLIGATIONS.**

By acceptance of this grant and conveyance, the Grantee hereby covenants and agrees;

1. Not to disturb or interfere, except for emergencies, with the use of any lot, building or residence built or to be built on the Premises, and

2. To reconstruct and regrade any and all areas it disturbs in constructing and maintaining water lines, the water storage tank, pipes, mains and valves.

**NOT HOMESTEAD PROPERTY OF THE GRANTORS**

WITNESS its hand and seal this 26<sup>th</sup> day of October 2018

Tisdale Trailer Park, Inc.

By: [Signature]

Ronald H. Chiolla, Vice President  
Duly authorized

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October 2018 by Ronald Chiolla on behalf of the Tisdale Trailer Park, Inc. proved to me through satisfactory evidence of identification, which were NH Drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Vice President.




Judith S. Armstrong  
Justice of the Peace/Notary Public

my commission expires: 9-27-2022

LCHIP ROA429074 25.00  
TRANSFER TAX RO083970 300.00  
RECORDING 26.00  
SURCHARGE 2.00



Return to:   
Anthony S. Augeri  
Hampstead Area Water Company, Inc.  
54 Sawyer Avenue  
Atkinson, NH 03811

**MAINTENANCE AND ACCESS EASEMENT DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that, Walter L. Andrews and Joan C.

Andrews, formerly known as Walter L. Andrzejewski and Joan C. Andrzejewski, (Grantors), with an address of at 44 Lancaster Farm Road, Salem, Rockingham County, New Hampshire, 03079 **GRANTS TO HAMPSTEAD AREA WATER CO., INC.**, a New Hampshire corporation with offices at 54 Sawyer Avenue, Atkinson, Rockingham County, New Hampshire 03811 (Grantee) with **QUITCLAIM COVENANTS**

The following interest in land situated in **Salem**, Rockingham County, New Hampshire, to wit, the maintenance and access easements over the parcel of land known as Salem Tax Map 123, Lot 8586, as shown on plan entitled "Access / Maintenance Easement Plan, Map 123, Lot 8586, Salem, NH", scale 1"= 40' dated September 7, 2018, to be recorded in the Rockingham County Registry of Deeds as Plan D-41115 (Plan), being located on the premises described hereinbelow in the Rockingham Registry of Deeds, and as may be more particularly described on Schedule B attached.

**I. RIGHTS:**

The right and title to all pipes, mains, pumps, and related machinery and equipment as may now or may subsequently be constructed on the Premises as part of the domestic water supply system; together with

**II. EASEMENT FOR ACCESS TO CONSTRUCT WATER SYSTEM AND FACILITIES:**

The right and easement for the full right of ingress and egress over upon and across so much of the Premises as is reasonably necessary for the purpose of the construction and installation of an underground water distribution system for the purpose of supplying water. This right of ingress and egress shall include the right to make and use of so much of the surface of the land described, as may be reasonably incident or convenient to the erection of pipe lines, mains, valves, and other structures incident or convenient to such distribution and supply of water. All such structures,

structures, material, machinery, or equipment placed upon the property by Grantee or anyone claiming under it remains the property of the Grantee and may be removed by Grantee or those claiming under them at any time.

**III. RIGHT TO REASONABLE ACCESS AND TO SECURE FACILITIES AND CONTROL ACCESS:**

The right to reasonable access to service and repair pipe lines, mains, and other surface and to control access thereto as may be reasonably necessary to protect and preserve the quality of water so provided and stored and to prevent the interruption of supply of water.

The within granted right being the right to enter onto and construct, reconstruct, maintain, and operate water lines, valves, and mains in and under strips of land across such strips of the land as shown on the Plan as may be reasonably necessary to lay, construct, and maintain water lines, pipes, and valves to serve the Tisdale Trailer Park development located on Town of Salem Tax Map 123, Lot 8519, and other premises within any franchise area licensed to Grantee by the New Hampshire Public Utility Commission as the same may, from time to time, be constituted, and to collect such water charges as such Commission shall approve.

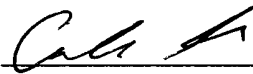
**VI. GRANTEES COVENANTS AND OBLIGATIONS.**

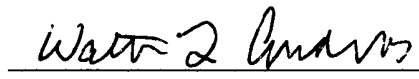
By acceptance of this grant and conveyance, Grantee hereby covenants and agrees;

1. Not to disturb or interfere, except for emergencies, with the use of any lot or residence built or to be built on the Premises;
2. To reconstruct and regrade any and all areas its disturbs in constructing and maintaining water lines including existing rock walls; and


**HOMESTEAD PROPERTY OF THE GRANTORS**

WITNESS our hands and seals this 12<sup>th</sup> day of NOVEMBER 2018

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Walter L. Andrews

  
\_\_\_\_\_  
Witness

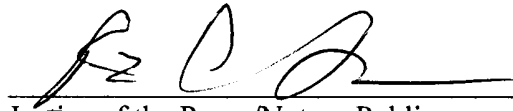
  
\_\_\_\_\_  
Joan C. Andrews

ACKNOWLEDGMENT

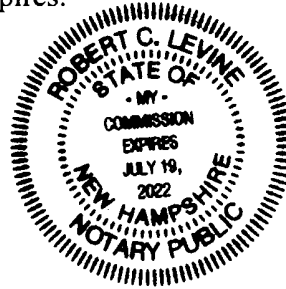
STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

November 1, 2018

Walter L. Andrews and Joan C. Andrews, formerly known as Walter L. Andrzejewski and Joan C. Andrzejewski, who personally appeared before me, known to me or satisfactorily proven to be the person whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.



Justice of the Peace/Notary Public  
My Commission Expires:



SCHEDULE A

The purpose of this Sanitary Protective Easement is to establish a protective area to prevent contamination of the water supply distribution system. Hereafter, and for so long as said system located within the easement area are used for a water distribution system, the area prescribed by NHDES rules and regulations concerning water distribution systems contained within the above-described easements shall be kept in a natural state. No use of the area shall be permitted which could directly or indirectly degrade the quality of the aforementioned water distribution system.

Uses that are prohibited include:

1. Transportation corridors, except as shown on the Plan, and as access to booster stations and pump house for maintenance and repairs;
2. Underground utilities or structures, except those that are associated with potable water, electricity or communication;
3. The storage, handling, transporting, treating or disposal of:
  - a. domestic or industrial waste or waste water;
  - b. hazardous or regulated substances such as pesticides, gas and oil or other chemicals;
  - c. hazardous or solid wastes; or
  - d. fertilizers.
2. Any other activities or uses that the New Hampshire Department of Environmental Services (NHDES) determines would be detrimental to water quality.

No Change in the use of the area of the protective easement may be undertaken without approval from the NHDES.

The Sanitary Protective Easement is for the benefit of the public, and as such, the above provisions may be enforced by NHDES, Grantee, the Town of Hampstead, and the customers of any water system.



**SCHEDULE B**

The following interest in land situated in Salem, Rockingham County, New Hampshire, to wit, the maintenance and access easements over the parcel of land known as Salem Tax Map 123, Lot 8586, as shown on plan entitled "Proposed Water Utility Easement, Map 123, Lot 8586, Salem, NH", scale 1"= 60' dated August 1, 2018, to be recorded in the Rockingham County Registry of Deeds as Plan D-4115 (Plan), being located on the premises described in deed recorded in Book 2555 Page 0753 in the Rockingham Registry of Deeds, and as may be more particularly described hereinbelow:

Beginning at a point at the Northerly corner of Map 123, Lot 8586, thence turning and running S 54° 00' 00" W a distance of 174.14 feet to a point; thence turning and running S 07° 14' 35" W a distance of 27.43 feet to a point; thence turning and running N 54° 00' 00" E a distance of 192.91 feet to a point; thence turning and running N 36° 00' 00" W a distance of 20.00 feet to the point of beginning.

Meaning and intending to convey certain easement rights in a portion of the premises described in the deed to the Grantors dated July 25, 1985 and recorded in the Rockingham County Registry of Deeds at Book 2555, Page 0753. See also quitclaim deed recorded in said Registry at Book 4164, Page 1185.

\\Lbfs01\Lb-Data\Legal\HAWC\DW-18-128 Tisdale Emergency Service\Andrews Easement\Maintenance And Access Deed Andrews Lot Final 10-22-18.Docx



**EXHIBIT 5**

January 9, 2019

Board of Selectmen  
Town of Salem  
33 Geremonty Drive  
Salem, NH 03079

Dear Board Members:

This letter is to advise you that the Hampstead Area Water Company, Inc. is filing a petition with the State of New Hampshire Public Utilities Commission to franchise a limited area in your town.

The purpose of the franchise area will be to serve Tisdale Trailer Park in Salem whose system has e coli contamination.

We request that the Board of Selectmen acknowledge, in writing, to the Public Utilities Commission that they have been duly notified of this proposed petition to temporarily franchise this limited area. We have provided a form which you can sign and mail in the enclosed stamped envelope.

By signing this letter you are **not** waiving any right to intervene, should you so desire, nor to appear before or take part in the franchise proceedings before the PUC, should you so desire, but are only acknowledging that we have notified you of this proposed franchised petition.

If you have any questions, please do not hesitate to call me at the above number at extension 113.

Very truly yours,

Robert C. Levine,  
General Counsel

RCL/ja  
encl.

**TOWN OF SALEM**

Deborah Howland  
Public Utilities Commission  
21 Fruit Street, Suite 10  
Concord, New Hampshire 03301-2429

RE: Petition of Hampstead Area Water Company, Inc. for a water system extension to service homes to Tisdale Trailer Park, Salem, NH.

Dear Ms. Howland:

Please be advised that the Salem Selectmen have been notified of the proposed petition to franchise and operate a water system extension to serve the Tisdale Trailer Park, located in Salem, New Hampshire, which will consist of up to 58 homes, due to e. coli contamination of the water wells serving these homes. This franchise covers only the trailer park, Tax Map 123, Lot 8519.

Our address is 33 Geremonty Drive Salem, NH 03079 and our telephone number is 603 890-2120.

Dated: \_\_\_\_\_

Salem Board of Selectmen

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Continuing Property Record

Classification Account Easement Number: 303

Unit Description: CIAC = **100.00%**  
**Tisdale Trailer Park**  
**Salem, NH**  
  
**Easement**

Total Cost 20,000.00 Est. Cost of Removal \_\_\_\_\_ Est. Salvage \_\_\_\_\_  
 Net Cost \_\_\_\_\_ Rate of Depreciation 0.00% Est. Life in Yrs. \_\_\_\_\_  
 Date Acquired 2018 Yearly Depreciation 0.00 Est. Yr of Retire \_\_\_\_\_

Date	Additions		Retirements		Balance		Remarks or Location
	Units	Amounts	Units	Amounts	Units	Amounts	
2018		20,000.00				20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	
						20,000.00	

**TOTALS** 20,000.00 0.00 20,000.00

**Continuing Property Record**

Classification Account Structures & Improvements Number: 304

<b>Unit Description:</b>	Tisdale Trailer Park Salem, NH	CIAC = 100.00%
	Meter Pit	

Total Cost	<u>9,000.00</u>	Est. Cost of Removal	<u>                  </u>	Est. Salvage	<u>                  </u>
Net Cost	<u>                  </u>	Rate of Depreciation	<u>2.50%</u>	Est. Life in Yrs.	<u>40</u>
Date Acquired	<u>2018</u>	Yearly Depreciation	<u>225.00</u>	Est. Yr of Retire	<u>                  </u>

Date	Additions		Retirements		Balance		Remarks or Location
	Units	Amounts	Units	Amounts	Units	Amounts	
2018		9,000.00				9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
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						9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
						9,000.00	
<b>TOTALS</b>		<u><u>9,000.00</u></u>		<u><u>0.00</u></u>		<u><u>9,000.00</u></u>	

# Continuing Property Record

Classification Account Pumping Equipment Number: 311

Unit Description:	Tisdale Trailer Park Salem, NH	CIAC =	100.00%
	Pumping Equipment		

Total Cost	<u>1,000.00</u>	Est. Cost of Removal	<u>          </u>	Est. Salvage	<u>          </u>
Net Cost	<u>          </u>	Rate of Depreciation	<u>10.00%</u>	Est. Life in Yrs.	<u>10</u>
Date Acquired	<u>2018</u>	Yearly Depreciation	<u>100.00</u>	Est. Yr of Retire	<u>          </u>

Date	Additions		Retirements		Balance		Remarks or Location
	Units	Amounts	Units	Amounts	Units	Amounts	
2018		1,000.00				1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	
						1,000.00	

<b>TOTALS</b>	<u><u>1,000.00</u></u>	<u><u>0.00</u></u>	<u><u>1,000.00</u></u>
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Continuing Property Record

Classification Account Meters Number: 334

Unit Description: CIAC= 100.00%  
**Tisdale Trailer Park**  
**Salem, NH**  
  
**Residential Meters**

Total Cost	<u>26,100.00</u>	Est. Cost of Removal	<u>                </u>	Est. Salvage	<u>                </u>
Net Cost	<u>                </u>	Rate of Depreciation	<u>4.50%</u>	Est. Life in Yrs.	<u>22</u>
Date Acquired	<u>2018</u>	Yearly Depreciation	<u>1,174.50</u>	Est. Yr of Retire	<u>                </u>

Date	Additions		Retirements		Balance		Remarks or Location
	Units	Amounts	Units	Amounts	Units	Amounts	
2018	58	26,100.00			50	26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	
						26,100.00	

<b>TOTALS</b>	<u><u>26,100.00</u></u>	<u><u>0.00</u></u>	<u><u>26,100.00</u></u>
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**EXHIBIT 8****TISDALE TRAILER PARK****PROJECT COST SCHEDULE**

<b>PUC CODE</b>	<b>CONTRACTOR'S DESCRIPTION [Include machine and labor costs]</b>	<b>PRICE</b>
303	Easement Deed	\$20,000.00
304	Pump House and Site Work	\$9,000.00
304	Booster Pumping Station	\$0.00
307	Wells (drilling, Testing, engineering)	\$0.00
309	Supply Mains (mains, manholes, pipes, trenching, backfill, valves etc. from pump house to wells	\$0.00
311	Pumping Equipment (Pumps, motors, pump house, plumbing, electric,, connectors, piping, valves etc.)	\$1,000.00
320	Water Treatment (filters etc.)	\$0.00
330	Distribution Storage (tanks, valves, standpipes, hydro tanks)	\$0.00
331	Transmission and Distribution mains i. 4", 3", and 2" piping	\$30,000.00
333	Services (water lines to curb stop at each customer's property line)	\$0.00
334	Meters 58 customers x \$450 per customer	\$26,100.00
335	Hydrants x \$3,500.00 per hydrant (includes installation)	\$0.00
339	Miscellaneous (not otherwise included)	<u>\$0.00</u>
Total		\$86,100.00

**TISDALE TRAILER PARK  
BILL OF SALE OF WATER UTILITY ASSETS**

NOW COMES **TISDALE TRAILER PARK, INC.**, a New Hampshire corporation, of P.O. Box 153, Salem, NH 03079 (hereinafter referred to as Seller), and for the consideration given by **HAMPSTEAD AREA WATER COMPANY, INC.**, of 54 Sawyer Avenue, Atkinson, New Hampshire (Buyer), by its agreement to operate the below-described water system, Seller does hereby sell, assign, transfer and convey to Buyer all of its right, title and interest in and to all of the following assets used in the production and supply and distribution of water produced from wells and related assets located off Rosemary Street, in the Town of Salem, Rockingham County, New Hampshire, known as the Tisdale Trailer Park development.

<b>PUC CODE</b>	<b>CONTRACTOR'S DESCRIPTION [Include machine and labor costs]</b>	<b>PRICE</b>
303	Easement Deed	\$20,000.00
304	Pump House and Site Work	\$20,000.00
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307	Wells (drilling, Testing, engineering)	\$0.00
309	Supply Mains (mains, manholes, pipes, trenching, backfill, valves etc. from pump house to wells	\$0.00
311	Pumping Equipment (Pumps, motors, pump house, plumbing, electric,, connectors, piping, valves etc.)	\$1,000.00
320	Water Treatment (filters etc.)	\$0.00
330	Distribution Storage (tanks, valves, standpipes, hydro tanks)	\$0.00
331	Transmission and Distribution mains i. 4", 3", and 2" piping	\$45,000.00
333	Services (water lines to curb stop at each customer's property line)	\$0.00
334	Meters 58 customers x \$450 per customer	\$26,100.00
335	Hydrants x \$3,500.00 per hydrant (includes installation)	\$0.00
339	Miscellaneous (not otherwise included)	<u>\$7,900.00</u>
Total		<u>\$120,000.00</u>

To have and to hold the same unto Buyer and its assigns and successors forever

Dated \_\_\_\_\_

**TISDALE TRAILER PARK, INC., Owner**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ronald Chirolla, Vice President, duly authorized

**From:** [John Herbst](#)  
**To:** [Charlie Lanza](#)  
**Subject:** RE: AUTHORIZATION FOR PERMANENT CONNECTION of Tisdale Mobile Homes PWS 2053040 to to Lancaster Farms PWS 2052030 - Salem, NH  
**Date:** Monday, October 29, 2018 8:00:20 AM  
**Attachments:** [image001.png](#)  
[10-24-18 DES 44 Lancaster Perminent Connection Exhibit.pdf](#)

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Good morning Shelley,

Please find attached herein a site plan with details regarding the permanent connection of Tisdale mobile homes.

Currently the house meter in the Tisdale pump house is disconnected, therefore providing a 12" gap. We will install permanent caps either on or before 11/15/2018.

11/15/2018 is our anticipated date for completion of the water system connection.

We plan to have the wells decommissioned per 100-1000 water well rules on or before 6/01/2019.

Best Regards,  
John Herbst

---

**From:** Frost, Shelley <Shelley.Frost@des.nh.gov>  
**Sent:** Friday, October 19, 2018 12:48 PM  
**To:** Charlie Lanza <Charlie@HampsteadWater.com>  
**Cc:** John Herbst <jherbst@lewisbuilders.com>; Stephen Fournier <sfournier@HampsteadWater.com>; Rich Bibeau <RBibeau@HampsteadWater.com>  
**Subject:** AUTHORIZATION FOR PERMANENT CONNECTION of Tisdale Mobile Homes PWS 2053040 to to Lancaster Farms PWS 2052030 - Salem, NH

Charlie, Hampstead Water is authorized to connect with Lancaster Farms PWS. (DES assumes that you have authorization to access the proposed pipeline location.) Approval is conditional on receipt within 60 days of the following items:

1. A site plan showing the planned location of the connecting pipe,
2. Specs for the trench backfill, pipe materials,
3. Other details of the physical pipe connections,
4. Minimum 12-inch pipe gap for disconnection of each of the Tisdale wells,
5. Plans for the Tisdale wells that no longer yield water from bedrock (maintain or abandon by filling), and
6. A schedule of work.

Once the Tisdale system is connected and receiving water from Lancaster Farm, and the Tisdale wells abandoned or maintained, we will deactivate Tisdale as a public water system.

Shelley

---

**From:** Charlie Lanza [<mailto:Charlie@HampsteadWater.com>]

**Sent:** Friday, October 19, 2018 10:59 AM

**To:** Frost, Shelley

**Cc:** Klevens, Cynthia; Roy, Stephen J.; Harold Morse; Stephen Fournier; Rich Bibeau; John Herbst

**Subject:** Tisdale Connection to Lancaster Farm - Salem, NH

Good Morning Shelley,

I'm writing to give you an update on the Tisdale Water System. As you are aware the wells experienced bacteria issues over the previous 6 months or so. In the last few months we have exhausted our effort to ensure the current wells at Tisdale are able to safely service the community. At this point we feel that the best course of action is to extend a permanent buried service from the Lancaster Farms Community Water System to the Tisdale System. The temporary line is still operational and with the weather becoming cold it is urgent that we get the line installed below the frost line.

Please allow this email to serve as a formal request to expand the Lancaster Farms Community Water System to service the Tisdale Community. I believe water use data was previously submitted indicating that the current system has capacity to serve these homes; however if you need additional data please let me know.

Your timely response is greatly appreciated as we'd like to schedule construction for the coming weeks.

Sincerely,



## Charlie Lanza

General Manager

[Hampstead Area Water Company](#)

phone. 603-362-4299

direct. 603-362-1941

cell. 603-560-3320

email. [charlie@hampsteadwater.com](mailto:charlie@hampsteadwater.com)

54 Sawyer Ave

Atkinson, NH 03811

[www.hampsteadwater.com](http://www.hampsteadwater.com)

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**Bob Levine**

---

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**Sent:** Friday, October 19, 2018 12:48 PM  
**To:** Charlie Lanza  
**Cc:** John Herbst; Stephen Fournier; Rich Bibeau  
**Subject:** AUTHORIZATION FOR PERMANENT CONNECTION of Tisdale Mobile Homes PWS 2053040 to to Lancaster Farms PWS 2052030 - Salem, NH

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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Sincerely,



## Charlie Lanza

General Manager  
Hampstead Area Water Company

phone. 603-362-4299  
direct. 603-362-1941  
cell. 603-560-3320  
email. [charlie@hampsteadwater.com](mailto:charlie@hampsteadwater.com)  
54 Sawyer Ave  
Atkinson, NH 03811

[www.hampsteadwater.com](http://www.hampsteadwater.com)

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