









# Town of Carroll GIS Tax Database-July 2020



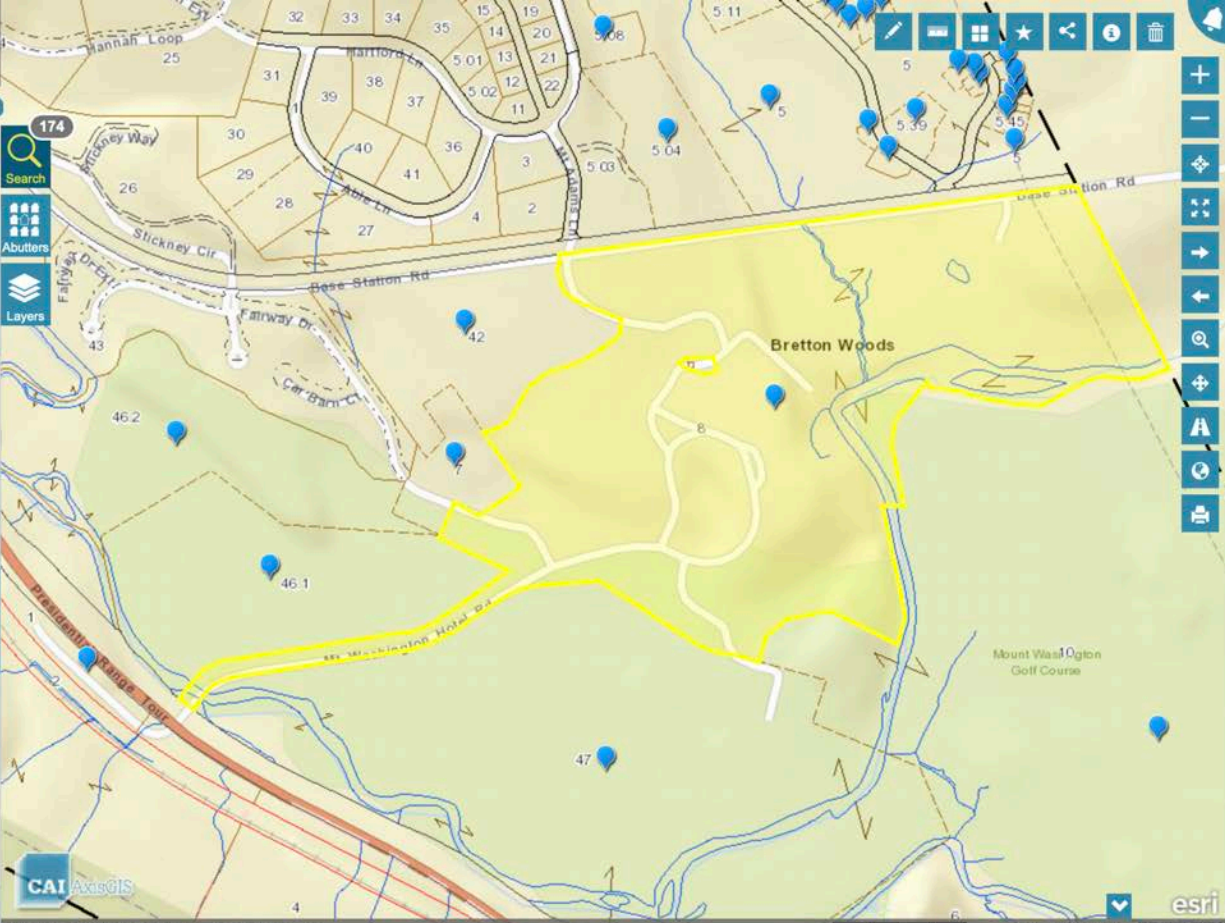
**Carroll, NH**  
Contact

omni mount washington

Report Mailing Labels Add/Remove Zoom

Parcel #	Owner	Address
	211-014-001-000 SKI AREA ROAD OMNI MOUNT WASHINGTON, LLC	
	211-014-000-000 99 SKI AREA ROAD OMNI MOUNT WASHINGTON, LLC	
	210-007-000-000 171 MT WASHINGTON HOTEL RD OMNI MOUNT WASHINGTON, LLC	
	210-008-000-000 310 MT WASHINGTON HOTEL RD OMNI MOUNT WASHINGTON, LLC	
	211-001-000-000 2652 ROUTE 302 EAST OMNI MOUNT WASHINGTON, LLC	
	419-018-000-001 2000 ROUTE 302 EAST OMNI MOUNT WASHINGTON, LLC	
	211-020-000-003 LAKE CAROLYN ROAD	

Display a menu



Map interface showing parcel boundaries, street names (e.g., Base Station Rd, Fairway Dr, Stickney Cir), and a yellow highlighted area. Includes search, layers, and navigation tools.

Scale: 0 300 600ft X: -71.44229, Y: 44.26078



**Property Card: 310 MT WASHINGTON HOTEL RD**  
 Town of Carroll, NH



**Parcel ID:** 210-008-000-000

**Owner:** OMNI MOUNT WASHINGTON, LLC  
**Mailing Address:** 4001 MAPLE AVE  
 SUITE 600  
 DALLAS, TX 75219

**General Information**

**Assessed Value**

**Primary Use:** Commercial General  
**Property Class:** Commercial  
**Neighborhood:** BRETTON WOODS  
**Zone:** Resid - Bretton Wds  
**Total Acres:**

**Land:** 1598400  
**Buildings:** 21530700  
**Total:** 24092200

**Building Details**

**Construction Details**

**Building/Card #** 1  
**Year Built:** 1902  
**Building Type** Main Building  
**Condition:** Good  
**Living Area:** 206990  
**Total Rooms:** 200  
**Total Bedrooms:**  
**Number Full Baths:**  
**Number Half Baths:**  
**Heating Type:** Steam  
**Heating Fuel Type:** Oil

**Use:** Commercial General  
**Grade:** Comm Gd+  
**Framing:** Wood frame  
**Roofing Material:** Metal Stand Seam  
**Foundation:** Concrete  
**Exterior Walls:** Stucco/  
**Interior Walls:** Drywall/Plaster

**Building Details**

**Construction Details**



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**Building/Card #** 2  
**Year Built:** 1902  
**Building Type** Main Building  
**Condition:** Fair  
**Living Area:** 24130  
**Total Rooms:**  
**Total Bedrooms:**  
**Number Full Baths:**  
**Number Half Baths:**  
**Heating Type:** Steam  
**Heating Fuel Type:** Oil

**Use:** Commercial General  
**Grade:** Comm Fr  
**Framing:** Wood frame  
**Roofing Material:** Metal Stand Seam  
**Foundation:** Concrete  
**Exterior Walls:** Stucco/  
**Interior Walls:** Drywall/Plaster

**Building Details**

**Construction Details**

**Building/Card #** 3  
**Year Built:** 1900  
**Building Type** Main Building  
**Condition:** Good  
**Living Area:** 2420  
**Total Rooms:**  
**Total Bedrooms:** 5  
**Number Full Baths:** 2  
**Number Half Baths:**  
**Heating Type:** Forced hot air  
**Heating Fuel Type:** Oil

**Use:** Commercial General  
**Grade:** Good  
**Framing:** Wood frame  
**Roofing Material:** Asphalt shingles  
**Foundation:** Stone  
**Exterior Walls:** Wd Shingle/  
**Interior Walls:** Drywall/

**Building Details**

**Construction Details**

**Building/Card #** 4  
**Year Built:** 1902  
**Building Type** Main Building  
**Condition:** Fair  
**Living Area:** 6086  
**Total Rooms:**  
**Total Bedrooms:**  
**Number Full Baths:**  
**Number Half Baths:**  
**Heating Type:** Steam  
**Heating Fuel Type:** Oil

**Use:** Commercial General  
**Grade:** Comm Low  
**Framing:** Masonry-solid  
**Roofing Material:** Metal  
**Foundation:** None  
**Exterior Walls:** Metal/  
**Interior Walls:** Plywood/Concrete block

**Building Details**

**Construction Details**



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**Building/Card #** 5  
**Year Built:** 2008  
**Building Type** Main Building  
**Condition:** Excellent  
**Living Area:** 35510  
**Total Rooms:**  
**Total Bedrooms:**  
**Number Full Baths:**  
**Number Half Baths:**  
**Heating Type:** Hot water or steam  
**Heating Fuel Type:** Oil

**Use:** Commercial General  
**Grade:** Comm Exe  
**Framing:** Steel  
**Roofing Material:** Other  
**Foundation:** Slab  
**Exterior Walls:** Stud -EIFS (Syntheti/  
**Interior Walls:** Drywall/

**Building Details**

**Construction Details**

**Building/Card #** 6  
**Year Built:** 2008  
**Building Type** Main Building  
**Condition:** Good  
**Living Area:** 3237  
**Total Rooms:**  
**Total Bedrooms:**  
**Number Full Baths:**  
**Number Half Baths:**  
**Heating Type:** Hot water  
**Heating Fuel Type:** Oil

**Use:** Commercial General  
**Grade:** Comm Exe  
**Framing:** Wood frame  
**Roofing Material:** Asphalt shingles  
**Foundation:** Slab  
**Exterior Walls:** Stucco/  
**Interior Walls:** Concrete/



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**Town of Carroll**  
COMMERCIAL PROPERTY ASSESSMENT RECORD


DW 19-131 Attachment A  
**Date Printed:** 10/01/2019  
**Assessment Year:** 2017

**Map & Lot: 210-008-000-000**

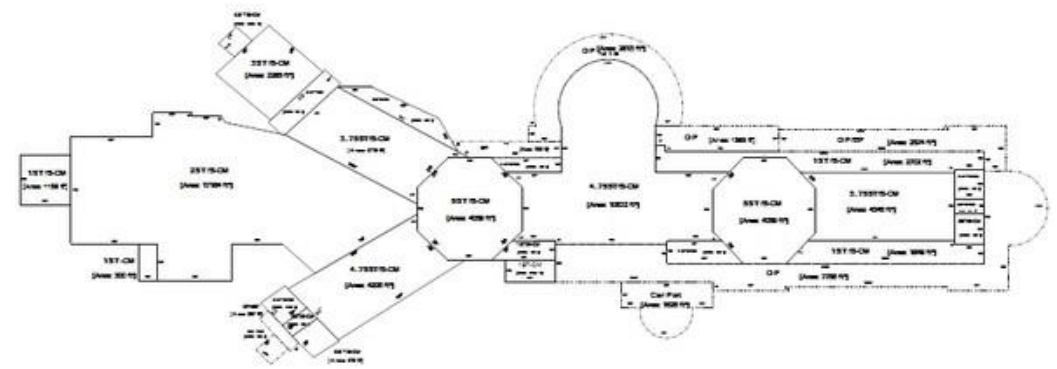
**Location: 310 MT WASHINGTON HOTEL RD**

**Parcel ID: 856**

**Card: 1 of 6**

Owner Information					Current Assessment Summary			Parcel Data					
<b>OMNI MOUNT WASHINGTON, LLC</b>  4001 MAPLE AVE SUITE 600 DALLAS, TX 75219					NICU Acres	89.7800		Neighborhood	BRETTON WOODS		Electric	Electric	
					CU Acres				Property Class	Commercial		Water	Private Water
					Total Acres	89.7800		Prime Use		Commercial General		Waste	Septic
					Living Area Sq. Ft.	278,373		Zone	Resid - Bretton Wds		P/U Year	4/01/2020	S
								Topography	Level		Rolling		
								Road Surface	Paved				
								Special District					
Sale History					Assessed Values								
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$1,598,400							
12/01/2015	CNL INCOME BRETTON WOODS LLC	U/ Multi-Parcel	\$70,050,000	1432/0606	Current Use								
6/28/2006	MWH PRESERVATION LMTD. PART.	Q/ Multi-Parcel	\$24,700,000	1178/0001	Total Land	\$1,598,400							
					Improvements	\$22,493,800							
					<b>Total Assessment</b>			<b>\$24,092,200</b>					
					<b>Total Market Value</b>			<b>\$24,092,200</b>					
Notes													
2020 PICK-UP - MODEL HOTEL ROOM, GENERAL REPAIRS, MAINT, ADDITION TO BOILER ROOM, 69 GUEST ROOM ADDITION, DEMO CABANA BLDG 2019 PICK-UP - NO CHANGE TO HOTEL 2018 PICK-UP - PER MANAGER, NO CONSTRUCTION STARTED YET CONTACT # ON FILE - 2016 M&L - DO PICKUP @ MEASURE & LIST = REPLACE PORCH 2015 Sale - NOT QUALIFIED, MULTI-PARCEL SALE. 2015 PICK-UP - REPLACE ANTENNA, ADD TELECOMMUNICATIONS EQUIP - N/C 2014 PICK-UP - "ITALIAN VILLA" BUILDINGS RMV'D - NOT ASSESSED = N/C IN VALUE 2013 PICK-UP - CELL TOWER ADDED, KITCH RENO'S COMP, NEW ROOF IN PROGRESS - ADJ'D EYB, BLA APPR 06/0712 - ADJ'D ACREAGE. 2012 M&L - ADJ'D ROOF, FLRS, WALLS, HEAT, POOL SIZE, ADD SPRINKLERS, JACUZZI/SPA & DUMB WAITER ABATEMENT - 2011 - DENIED GENERAL - MT WASHINGTON HOTEL - 200 ROOMS. CELL TOWERS -2 - INTERNAL FLAGPOLE TYPE - ONE TENANT EACH. 2008 PICK-UP - REPAIR HOTEL ROOF & SIDING-N/C.													
Assessed Land Valuation								Visit History					
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By			
COMM - IMPRVD	1.000			82,000	Location	2.50	\$205,000	4/16/19	Pick-up Exterior	JB			
COMM - IMPRVD	1.000			82,000	Location	2.50	\$205,000	4/27/18	Pick-up Interior	JB			
COMM - IMPRVD	1.000			82,000	Location	2.50	\$205,000	5/12/15	Pick-up Exterior	PB			
COMM - IMPRVD	1.000			82,000	Location	2.50	\$205,000	4/28/14	Pick-up Exterior	JB			
COMM - IMPRVD	1.000			82,000	Location	2.50	\$205,000	4/22/13	Pick-up Exterior	PB			
COMM - IMPRVD	1.000			82,000	Location	2.50	\$205,000						
FRONTAGE	12.000			30,240	Location	2.50	\$75,600						
REAR ACRES	71.780			117,100	Location	2.50	\$292,800						
							<b>\$1,598,400</b>						
Current Use													
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value	Building Permits			
									Date	Type	Number	Status	
									8/20/2019	Demoliton Permit	210-008	DEMO	
									7/02/2018	Building	2018-72	BLDG	
									6/21/2018	Building	2018-50	BLDG	
									6/21/2018	Building	2018-69	BLDG	
									3/20/2018	Building	2018-19	BLDG	

General Information		Building Computation	
Prop. Class	Commercial	Base Value	\$21,463,977
Building Style	Hotel/Motel/Inn (109)	Size Adj. Factor	0.71
Year Built	1902	Building Adj.	\$1,138,445
Effective Year	1998	Grade Adj. Factor	1.50
Grade/Quality	Comm Gd+	Extra Features	\$1,132,815
Condition	Good	<b>Replacement Cost</b>	<b>\$25,699,618</b>
# of Rooms	200	<b>Influences/Obsolescence</b>	
#of Bedrooms	0	Depreciation %	30
Color	White	Functional Obs %	0
Foundation	Concrete	External Influ. %	20
Framing	Wood frame	% Unfinished	0
Insulation	Yes	<b>Depreciated Value</b>	<b>24,391,786</b>
Roof Type	Gable	Location Adj.	
Roof Material	Metal Stand Seam	<b>Building Value</b>	<b>\$14,391,800</b>
Exterior Siding	Stucco	<b>Plumbing Fixtures</b>	
Flooring	Carpet/Hardwood	# 2-Fixture Baths	0
Interior Walls	Drywall/Plaster	# 3-Fixture Baths	0
Heating Fuel	Oil	# 4-Fixture Baths	0
Heating Type	Steam	# 5-Fixture Baths	0
Cooling Type	Central air	# Extra Fixtures	0
		# Kitchen Sinks	0
		# Hot Water	0



Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
COOLING SYSTEM	6,990	\$620,970	Sprinklers	89,806	\$474,515
EXTERIOR SIDING	6,990	\$310,485	Fire Alarm System	266	\$399,000
HEATING SYSTEM	6,990	\$206,990	Fireplace - Custom	16	\$124,800
			Elevators -Comm	2	\$132,000
			Jacuzzi	1	\$2,500

Building Segments						
Segment	Area			Rate / Sq. Ft.	% Base Value	% Unf
	Sketch	Living	Effective			
1ST-CM	810	810	810	99.19	\$80,344	
1ST/B-CM	6,965	6,965	13,930	56.67	\$789,413	
1ST/S-CM	1,156	1,156	1,156	99.19	\$114,664	
2ST/S-CM	17,184	34,368	34,368	99.19	\$3,408,962	
3.75ST/B-CM	8,465	31,744	40,209	81.29	\$3,268,467	
3ST-CM	721	2,163	2,163	99.19	\$214,548	
3ST/B-CM	2,285	6,855	9,140	77.93	\$712,280	
4.75ST/B-CM	14,878	70,671	85,549	84.40	\$7,220,380	
4ST/B-CM	425	1,700	2,125	82.18	\$174,637	
5ST/B-CM	9,118	45,590	54,708	85.02	\$4,651,092	
6ST/B-CM	828	4,968	5,796	87.04	\$504,492	
Car Port	1,844		1,844	8.31	\$15,324	
EP	762		762	21.47	\$16,360	
OP	11,952		11,952	15.85	\$189,439	
OP-2ST	237		474	15.85	\$7,513	
OP/EP	2,574		5,148	18.66	\$96,062	

Outbuildings													
Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition /	FO %	% Unf.	Value				
Cell Tower	2008		\$150,000	1.00	Avg 1.00	AV			\$150,000				
Cell Tower	2010		\$150,000	1.00	Avg 1.00	AV			\$150,000				
Commercial Paving	1980		\$75,000	1.00	Avg 1.00	AV			\$75,000				
Commercial Paving	2008		\$100,000	1.00	Avg 1.00	EX			\$100,000				
Deck	1985	3,700	\$37,000	0.70	Avg 1.00	AV 18			\$21,240				
Generator 300 KW		1	\$108,200	1.00	Avg 1.00	AV			\$108,200				
Pool - Inground	1975	18 x 45	\$25,718	0.79	VGd 1.65	G 13			\$29,170				

**Total Building Segments: 80,204 206,990 270,134 \$21,463,977**      **Main Building: \$14,391,800**      **Outbuildings: \$633,610**      **Total Buildings on Card: \$15,025,410**

**Town of Carroll**  
COMMERCIAL PROPERTY ASSESSMENT RECORD


DW 19-131 Attachment A  
**Date Printed:** 10/01/2019  
**Assessment Year:** 2017

**Map & Lot: 210-008-000-000**

**Location: 310 MT WASHINGTON HOTEL RD**

**Parcel ID: 856**

**Card: 2 of 6**

Owner Information					Current Assessment Summary			Parcel Data					
<b>OMNI MOUNT WASHINGTON, LLC</b>  4001 MAPLE AVE SUITE 600 DALLAS, TX 75219					NICU Acres	89.7800		Neighborhood	BRETTON WOODS	Electric	Electric		
					CU Acres				Property Class	Commercial	Water	Private Water	
					Total Acres	89.7800		Prime Use		Commercial General	Waste	Septic	
					Living Area Sq. Ft.	278,373		Zone	Resid - Bretton Wds	P/U Year	4/01/2020 S		
Sale History					Assessed Values			Topography	Level	Rolling			
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$1,598,400		Road Surface	Paved				
12/01/2015	CNL INCOME BRETTON WOODS LLC	U/ Multi-Parcel	\$70,050,000	1432/0606	Current Use			Special District					
6/28/2006	MWH PRESERVATION LMTD. PART.	Q/ Multi-Parcel	\$24,700,000	1178/0001	Total Land	\$1,598,400							
					Improvements	\$22,493,800							
					<b>Total Assessment</b>	<b>\$24,092,200</b>							
					Total Market Value	\$24,092,200							
Notes													
2011 PICK-UP - ADJ' D ROOF & COND. 2007 - INFORMAL REVIEW - ADJ CONDITION OF BLDGS													
Assessed Land Valuation								Visit History					
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By			
								4/16/19	Pick-up Exterior	JB			
								4/27/18	Pick-up Interior	JB			
								7/25/12	Measure - Exterior	PB			
Assessment History													
		Date	Land	Curr. Use	Improvements	Total							
		12/31/18	1,598,400		22,493,800	24,092,200							
		12/31/17	1,598,400		22,493,800	24,092,200							
		5/18/17	1,397,500		22,836,933	24,234,433							
		4/01/13	1,397,500		22,836,933	24,234,433							
		10/10/12	1,394,700		21,808,949	23,203,649							
Current Use								Building Permits					
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value	Date	Type	Number	Status
										8/20/2019	Demolition Permit	210-008	DEMO
										7/02/2018	Building	2018-72	BLDG
										6/21/2018	Building	2018-50	BLDG
										6/21/2018	Building	2018-69	BLDG
										3/20/2018	Building	2018-19	BLDG

General Information		Building Computation	
Prop. Class	Commercial	Base Value	\$2,175,487
Building Style	Dormitory (93)	Size Adj. Factor	0.73
Year Built	1902	Building Adj.	\$60,325
Effective Year	1989	Grade Adj. Factor	0.80
Grade/Quality	Comm Fr	Extra Features	\$60,325
Condition	Fair	<b>Replacement Cost</b>	\$1,379,069
# of Rooms	0	<b>Influences/Obsolescence</b>	
#of Bedrooms	0	Depreciation %	52
Color	White	Functional Obs %	0
Foundation	Concrete	External Influ. %	10
Framing	Wood frame	% Unfinished	0
Insulation	Yes	<b>Depreciated Value</b>	595,758
Roof Type	Gable	Location Adj.	
Roof Material	Metal Stand Seam	<b>Building Value</b>	\$595,800
Exterior Siding	Stucco	<b>Plumbing Fixtures</b>	
Flooring	Softwood	# 2-Fixture Baths	0
Interior Walls	Drywall/Plaster	# 3-Fixture Baths	0
Heating Fuel	Oil	# 4-Fixture Baths	0
Heating Type	Steam	# 5-Fixture Baths	0
Cooling Type	None	# Extra Fixtures	0
		# Kitchen Sinks	0
		# Hot Water	0



Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
HEATING SYSTEM	24,130	\$24,130	Sprinklers	24,130	\$60,325
EXTERIOR SIDING	24,130	\$36,195			

Building Segments						
Segment	Area			Rate / Sq. Ft.	% Base Value	% Unf
	Sketch	Living	Effective			
3ST-CM	6,270	18,810	18,810	89.28	\$1,679,357	
4ST/B-CM	1,330	5,320	6,650	74.61	\$496,130	

Outbuildings												
Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition /	FO Depr.	% Unf.	Value			
Workshop	1900	40 x 40	\$34,000	0.74	Avg 1.00	F 45			\$13,840			
Workshop - 1.5 ST	1900	1,120	\$32,200	0.75	Avg 1.00	P 55			\$10,870			



**Town of Carroll**  
COMMERCIAL PROPERTY ASSESSMENT RECORD

DW 19-131 Attachment A  
**Date Printed:** 10/01/2019  
**Assessment Year:** 2017

**Map & Lot: 210-008-000-000**

**Location: 310 MT WASHINGTON HOTEL RD**

**Parcel ID: 856**

**Card: 3 of 6**

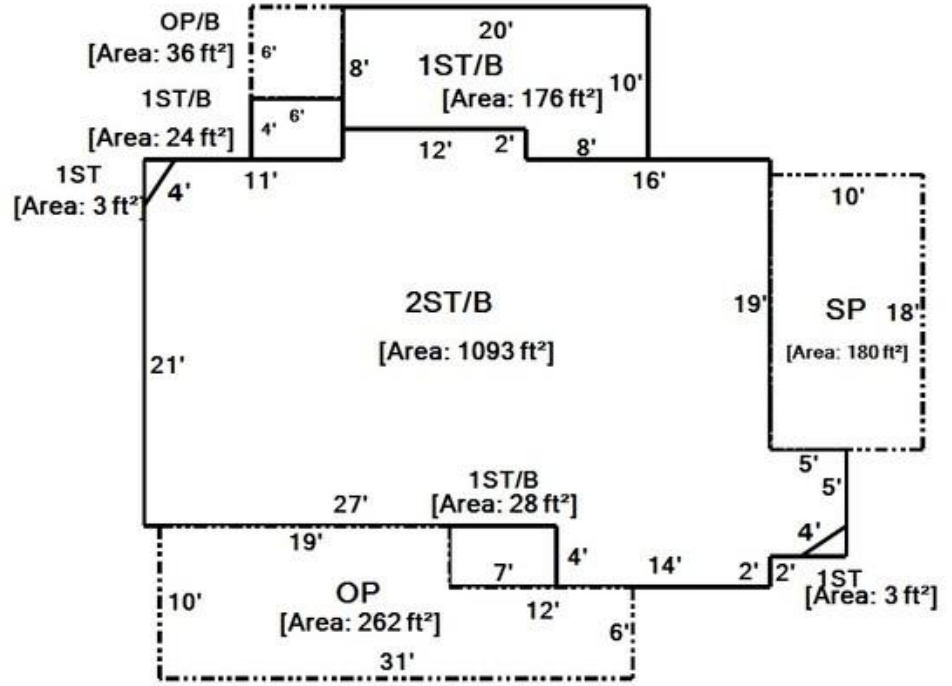
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					CU Acres				Property Class	Commercial	Water	Private Water	
					Total Acres	89.7800		Prime Use		Commercial General	Waste	Septic	
					Living Area Sq. Ft.	278,373		Zone	Resid - Bretton Wds	P/U Year	4/01/2020 S		
Sale History					Assessed Values			Topography	Level	Rolling			
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$1,598,400		Road Surface	Paved				
12/01/2015	CNL INCOME BRETTON WOODS LLC	U/ Multi-Parcel	\$70,050,000	1432/0606	Current Use			Special District					
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					Improvements	\$22,493,800							
					<b>Total Assessment</b>	<b>\$24,092,200</b>							
					Total Market Value	\$24,092,200							
Notes													
Assessed Land Valuation								Visit History					
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By			
								4/16/19	Pick-up Exterior	JB			
								4/27/18	Pick-up Interior	JB			
								7/25/12	Measure - Exterior	PB			
Assessment History													
								Date	Land	Curr. Use	Improvements	Total	
								12/31/18	1,598,400		22,493,800	24,092,200	
								12/31/17	1,598,400		22,493,800	24,092,200	
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								4/01/13	1,397,500		22,836,933	24,234,433	
								10/10/12	1,394,700		21,808,949	23,203,649	
Current Use								Building Permits					
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value	Date	Type	Number	Status
										8/20/2019	Demolition Permit	210-008	DEMO
										7/02/2018	Building	2018-72	BLDG
										6/21/2018	Building	2018-50	BLDG
										6/21/2018	Building	2018-69	BLDG
										3/20/2018	Building	2018-19	BLDG



General Information		Building Computation	
Prop. Class	Residential	Base Value	\$171,568
Building Style	Colonial (1)	Size Adj. Factor	1.00
Year Built	1900	Building Adj.	\$2,420
Effective Year	1900	Grade Adj. Factor	1.30
Grade/Quality	Good	Extra Features	\$0
Condition	Good	<b>Replacement Cost</b>	\$226,184
# of Rooms	0	<b>Influences/Obsolescence</b>	
#of Bedrooms	5	Depreciation %	30
Color	White	Functional Obs %	0
Foundation	Stone	External Infl. %	0
Framing	Wood frame	% Unfinished	0
Insulation	Yes	<b>Depreciated Value</b>	158,329
Roof Type	Gable	Location Adj.	
Roof Material	Asphalt shingles	<b>Building Value</b>	\$158,300
Exterior Siding	Wd Shingle	<b>Plumbing Fixtures</b>	
Flooring	Hardwood	# 2-Fixture Baths	0
Interior Walls	Drywall	# 3-Fixture Baths	2
Heating Fuel	Oil	# 4-Fixture Baths	0
Heating Type	Forced hot air	# 5-Fixture Baths	0
Cooling Type	None	# Extra Fixtures	0
		# Kitchen Sinks	1
		# Hot Water	1

Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
EXTERIOR SIDING	2,420	\$2,420			

Building Segments							Outbuildings								
Segment	Area			Rate / Sq. Ft.	% Base Value	Unf	Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition / Depr.	FO % Unf.	Value
	Sketch	Living	Effective												
1ST	6	6	6	61.83	\$371										
1ST/B	228	228	456	38.87	\$17,724										
2ST/B	1,093	2,186	3,279	43.53	\$142,735										
OP	262		262	17.20	\$4,506										
OP/B	36		72	23.81	\$1,714										
SP	180		180	25.10	\$4,518										



**Town of Carroll**  
COMMERCIAL PROPERTY ASSESSMENT RECORD

DW 19-131 Attachment A  
**Date Printed:** 10/01/2019  
**Assessment Year:** 2017

**Map & Lot: 210-008-000-000**

**Location: 310 MT WASHINGTON HOTEL RD**

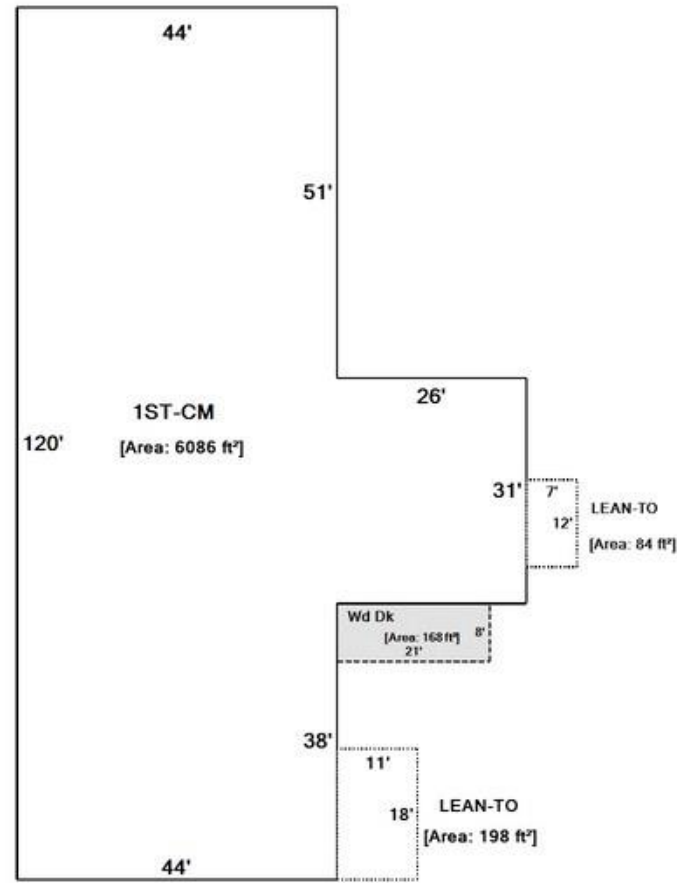
**Parcel ID: 856**

**Card: 4 of 6**

Owner Information					Current Assessment Summary			Parcel Data					
<b>OMNI MOUNT WASHINGTON, LLC</b>  4001 MAPLE AVE SUITE 600 DALLAS, TX 75219					NICU Acres	89.7800		Neighborhood	BRETTON WOODS		Electric	Electric	
					CU Acres				Property Class	Commercial		Water	Private Water
					Total Acres	89.7800				Prime Use	Commercial General		Waste
					Living Area Sq. Ft.	278,373		Zone	Resid - Bretton Wds		P/U Year	4/01/2020 S	
Sale History					Assessed Values			Topography	Level		Rolling		
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$1,598,400		Road Surface	Paved				
12/01/2015	CNL INCOME BRETTON WOODS LLC	U/ Multi-Parcel	\$70,050,000	1432/0606	Current Use			Special District					
6/28/2006	MWH PRESERVATION LMTD. PART.	Q/ Multi-Parcel	\$24,700,000	1178/0001	Total Land	\$1,598,400							
					Improvements	\$22,493,800							
					<b>Total Assessment</b>	<b>\$24,092,200</b>							
					Total Market Value	\$24,092,200							
Notes													
2007 - INFORMAL REVIEW - ADJ CONDITION OF BLDGS 2011 PICK-UP - ADDED GENERATOR.													
Assessed Land Valuation								Visit History					
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By			
								4/16/19	Pick-up Exterior	JB			
								4/27/18	Pick-up Interior	JB			
								7/25/12	Measure - Exterior	PB			
								7/14/11	Pick-up Exterior	JB			
								Assessment History					
								Date	Land	Curr. Use	Improvements	Total	
								12/31/18	1,598,400		22,493,800	24,092,200	
								12/31/17	1,598,400		22,493,800	24,092,200	
								5/18/17	1,397,500		22,836,933	24,234,433	
								4/01/13	1,397,500		22,836,933	24,234,433	
								10/10/12	1,394,700		21,808,949	23,203,649	
Current Use								Building Permits					
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value	Date	Type	Number	Status
										8/20/2019	Demolition Permit	210-008	DEMO
										7/02/2018	Building	2018-72	BLDG
										6/21/2018	Building	2018-50	BLDG
										6/21/2018	Building	2018-69	BLDG
										3/20/2018	Building	2018-19	BLDG

General Information		Building Computation	
Prop. Class	Commercial	Base Value	\$467,908
Building Style	General Commercial (70)	Size Adj. Factor	0.83
Year Built	1902	Building Adj.	\$6,086
Effective Year	1975	Grade Adj. Factor	0.65
Grade/Quality	Comm Low	Extra Features	\$0
Condition	Fair	<b>Replacement Cost</b>	\$256,392
# of Rooms	0	<b>Influences/Obsolescence</b>	
#of Bedrooms	0	Depreciation %	61
Color	Grey	Functional Obs %	0
Foundation	None	External Infl. %	0
Framing	Masonry-solid	% Unfinished	0
Insulation	Yes	<b>Depreciated Value</b>	99,993
Roof Type	Gable	Location Adj.	
Roof Material	Metal	<b>Building Value</b>	\$100,000
Exterior Siding	Metal	<b>Plumbing Fixtures</b>	
Flooring	Concrete	# 2-Fixture Baths	0
Interior Walls	Plywood/Concrete blo	# 3-Fixture Baths	0
Heating Fuel	Oil	# 4-Fixture Baths	0
Heating Type	Steam	# 5-Fixture Baths	0
Cooling Type	None	# Extra Fixtures	0
		# Kitchen Sinks	0
		# Hot Water	0

Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
HEATING SYSTEM	6,086	\$6,086			



Building Segments						
Segment	Area			Rate / Sq. Ft.	% Base Value	% Unf
	Sketch	Living	Effective			
1ST-CM	6,086	6,086	6,086	76.30	\$464,362	
LEAN-TO	282		282	5.47	\$1,543	
Wd Dk	168		168	11.92	\$2,003	

Outbuildings													
Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition / Depr.	FO %	% Unf.	Value				
Generator 300 KW	1990	1	\$108,200	1.00	Avg 1.00	AV			\$108,200				
Shed - 1ST	1902	168	\$1,470	1.21	Avg 1.00	P 55			\$800				
Tank Building	1985	22 x 50	\$9,625	0.75	Good 1.30	AV 18			\$7,700				

**Town of Carroll**  
COMMERCIAL PROPERTY ASSESSMENT RECORD

DW 19-131 Attachment A  
**Date Printed:** 10/01/2019  
**Assessment Year:** 2017

**Map & Lot: 210-008-000-000**

**Location: 310 MT WASHINGTON HOTEL RD**

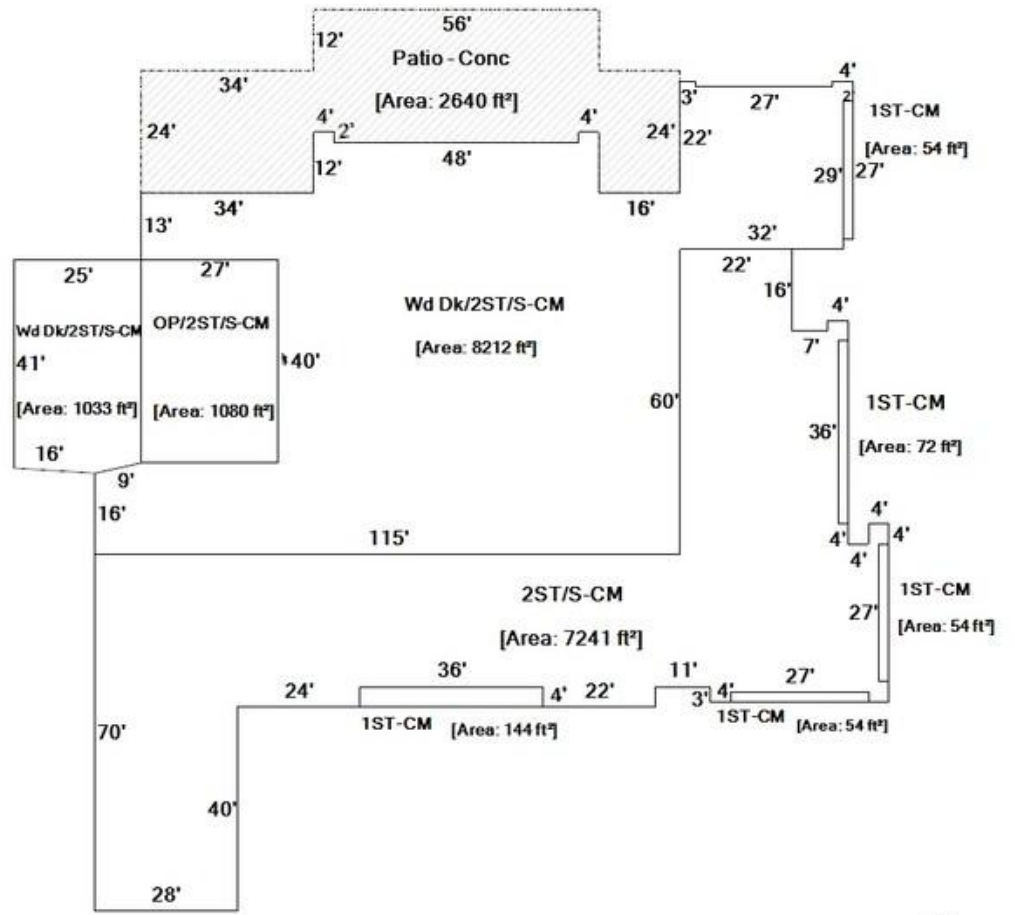
**Parcel ID: 856**

**Card: 5 of 6**

Owner Information					Current Assessment Summary			Parcel Data			
<b>OMNI MOUNT WASHINGTON, LLC</b>  4001 MAPLE AVE SUITE 600 DALLAS, TX 75219					NICU Acres	89.7800		Neighborhood	BRETTON WOODS	Electric	Electric
					CU Acres				Property Class	Commercial	Water
					Total Acres	89.7800		Prime Use		Commercial General	Waste
					Living Area Sq. Ft.	278,373		Zone	Resid - Bretton Wds	P/U Year	4/01/2020 S
Sale History					Assessed Values			Topography	Level	Rolling	
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$1,598,400		Road Surface	Paved		
12/01/2015	CNL INCOME BRETTON WOODS LLC	U/ Multi-Parcel	\$70,050,000	1432/0606	Current Use			Special District			
6/28/2006	MWH PRESERVATION LMTD. PART.	Q/ Multi-Parcel	\$24,700,000	1178/0001	Total Land	\$1,598,400					
					Improvements	\$22,493,800					
					<b>Total Assessment</b>	<b>\$24,092,200</b>					
					Total Market Value	\$24,092,200					
Notes											
2007 - INFORMAL REVIEW - ADJ. CONDITION OF BLDGS 2011 PICK-UP - ADDED STONE PTO. 2009 Pick-up - NEW HEALTH CLUB 2008 PICK-UP - C-6, ADDITION/SPA=FOUND ONLY-EST. \$700,000. RMV' D OUTDOOR POOL., ADDED 12 X 14 UTIL BLDG C-5.											
Assessed Land Valuation											
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By	
								4/16/19	Pick-up Exterior	JB	
								4/27/18	Pick-up Interior	JB	
								7/25/12	Measure - Exterior	PB	
								7/14/11	Pick-up Exterior	JB	
								5/21/09	Pick-up Exterior	SB	
Assessment History											
Date	Land	Curr. Use	Improvements	Total							
12/31/18	1,598,400		22,493,800	24,092,200							
12/31/17	1,598,400		22,493,800	24,092,200							
5/18/17	1,397,500		22,836,933	24,234,433							
4/01/13	1,397,500		22,836,933	24,234,433							
10/10/12	1,394,700		21,808,949	23,203,649							
Current Use											
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value		
										Building Permits	
Date	Type	Number	Status								
8/20/2019	Demolition Permit	210-008	DEMO								
7/02/2018	Building	2018-72	BLDG								
6/21/2018	Building	2018-50	BLDG								
6/21/2018	Building	2018-69	BLDG								
3/20/2018	Building	2018-19	BLDG								



General Information			Building Computation		
Prop. Class	Commercial		Base Value	\$3,717,103	
Building Style	Health Club (106)		Size Adj. Factor	0.72	
Year Built	2008		Building Adj.	\$195,305	
Effective Year	2006		Grade Adj. Factor	2.05	
Grade/Quality	Comm Exe		Extra Features	\$178,225	
Condition	Excellent		<b>Replacement Cost</b>	<b>\$6,065,044</b>	
# of Rooms	0		<b>Influences/Obsolescence</b>		
# of Bedrooms	0		Depreciation %	5	
Color	White		Functional Obs %	0	
Foundation	Slab		External Infl. %	0	
Framing	Steel		% Unfinished	0	
Insulation	Yes		<b>Depreciated Value</b>	<b>5,761,792</b>	
Roof Type	Flat or Shed		Location Adj.		
Roof Material	Other		<b>Building Value</b>	<b>\$5,761,800</b>	
Exterior Siding	Stud -EIFS (Syntheti		<b>Plumbing Fixtures</b>		
Flooring	Carpet/Tile		# 2-Fixture Baths	0	
Interior Walls	Drywall		# 3-Fixture Baths	0	
Heating Fuel	Oil		# 4-Fixture Baths	0	
Heating Type	Hot water or steam		# 5-Fixture Baths	0	
Cooling Type	Central air		# Extra Fixtures	0	
			# Kitchen Sinks	0	
			# Hot Water	0	
Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
HEATING SYSTEM	35,510	\$88,775	Elevators -Comm	2	\$132,000
COOLING SYSTEM	35,510	\$106,530	Sprinklers	18,490	\$46,225



Building Segments						
Segment	Area			Rate / Sq. Ft.	% Base Value	% Unf
	Sketch	Living	Effective			
1ST-CM	378	378	378	101.76	\$38,465	
2ST/S-CM	7,241	14,482	14,482	101.76	\$1,473,688	
OP/2ST/S-CM	1,080	2,160	3,240	73.12	\$236,920	
Patio - Conc	2,640		2,640	4.15	\$10,956	
Wd Dk/2ST/S-CM	9,245	18,490	27,735	70.56	\$1,957,074	

Outbuildings												
Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition /	FO Depr.	% Unf.	%	Value		
Patio - Stone	2010		\$2,500	1.00	Avg 1.00	AV				\$2,500		
Tennis Court	2008		\$74,800	1.00	Good 1.00	AV				\$74,800		
Util Storage - Comm	2008	12 x 12	\$2,700	1.24	Exe 2.05	EX 2				\$6,730		
Util Storage - Comm	2008	12 x 12	\$2,700	1.24	Exe 2.05	EX 2				\$6,730		

**Town of Carroll**  
COMMERCIAL PROPERTY ASSESSMENT RECORD


DW 19-131 Attachment A  
**Date Printed:** 10/01/2019  
**Assessment Year:** 2017

**Map & Lot: 210-008-000-000**

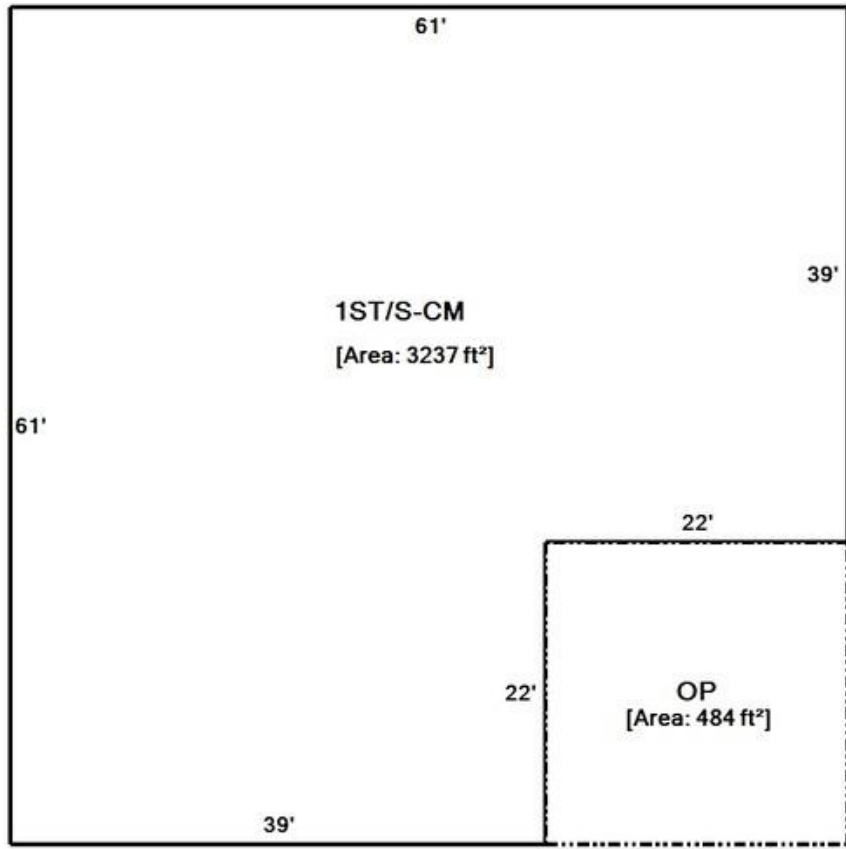
**Location: 310 MT WASHINGTON HOTEL RD**

**Parcel ID: 856**

**Card: 6 of 6**

Owner Information					Current Assessment Summary			Parcel Data				
<b>OMNI MOUNT WASHINGTON, LLC</b>  4001 MAPLE AVE SUITE 600 DALLAS, TX 75219					NICU Acres	89.7800		Neighborhood	BRETTON WOODS	Electric	Electric	
					CU Acres				Property Class	Commercial	Water	Private Water
					Total Acres	89.7800		Prime Use		Commercial General	Waste	Septic
					Living Area Sq. Ft.	278,373		Zone	Resid - Bretton Wds	P/U Year	4/01/2020 S	
Sale History					Assessed Values							
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$1,598,400						
12/01/2015	CNL INCOME BRETTON WOODS LLC	U/ Multi-Parcel	\$70,050,000	1432/0606	Current Use							
6/28/2006	MWH PRESERVATION LMTD. PART.	Q/ Multi-Parcel	\$24,700,000	1178/0001	Total Land	\$1,598,400						
					Improvements	\$22,493,800						
					<b>Total Assessment</b>	<b>\$24,092,200</b>						
					<b>Total Market Value</b>	<b>\$24,092,200</b>						
Notes												
2009 Pick-up - BTHHSE												
Assessed Land Valuation								Visit History				
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By		
								4/16/19	Pick-up Exterior	JB		
								4/27/18	Pick-up Interior	JB		
								7/25/12	Measure - Exterior	PB		
								7/14/11	Pick-up Exterior	JB		
								5/21/09	Pick-up Exterior	SB		
Assessment History												
								Date	Land	Curr. Use	Improvements	Total
								12/31/18	1,598,400		22,493,800	24,092,200
								12/31/17	1,598,400		22,493,800	24,092,200
								5/18/17	1,397,500		22,836,933	24,234,433
								4/01/13	1,397,500		22,836,933	24,234,433
								10/10/12	1,394,700		21,808,949	23,203,649
Current Use												
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value			
Building Permits												
								Date	Type	Number	Status	
								8/20/2019	Demolition Permit	210-008	DEMO	
								7/02/2018	Building	2018-72	BLDG	
								6/21/2018	Building	2018-50	BLDG	
								6/21/2018	Building	2018-69	BLDG	
								3/20/2018	Building	2018-19	BLDG	

General Information		Building Computation	
Prop. Class	Commercial	Base Value	\$287,348
Building Style	Restroom Building (90)	Size Adj. Factor	0.92
Year Built	2008	Building Adj.	\$12,949
Effective Year	2012	Grade Adj. Factor	2.05
Grade/Quality	Comm Exe	Extra Features	\$0
Condition	Good	<b>Replacement Cost</b>	\$568,484
# of Rooms	0	<b>Influences/Obsolescence</b>	
#of Bedrooms	0	Depreciation %	8
Color	Natural	Functional Obs %	0
Foundation	Slab	External Influ. %	0
Framing	Wood frame	% Unfinished	0
Insulation	Yes	<b>Depreciated Value</b>	523,005
Roof Type	Hip	Location Adj.	
Roof Material	Asphalt shingles	<b>Building Value</b>	\$523,000
Exterior Siding	Stucco	<b>Plumbing Fixtures</b>	
Flooring	Concrete	# 2-Fixture Baths	0
Interior Walls	Concrete	# 3-Fixture Baths	0
Heating Fuel	Oil	# 4-Fixture Baths	0
Heating Type	Hot water	# 5-Fixture Baths	0
Cooling Type	None	# Extra Fixtures	0
		# Kitchen Sinks	0
		# Hot Water	0



Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
EXTERIOR SIDING	3,237	\$4,856			
HEATING SYSTEM	3,237	\$8,093			

Building Segments						
Segment	Area			Rate / Sq. Ft.	Base Value	% Unf
	Sketch	Living	Effective			
1ST/S-CM	3,237	3,237	3,237	86.40	\$279,677	
OP	484		484	15.85	\$7,671	

Outbuildings													
Description	Year	Size or Units	Base Value	Size Adj.	Grade/Adj.	Condition /	FO Depr.	% Unf.	Value				
Commercial Canopy	2008	1,050	\$28,875	0.75	Good 1.30	EX 2			\$27,590				
Patio - Concrete	2008	4,140	\$15,525	0.70	Good 1.30	EX 2			\$13,850				
Pool - Inground	2008	1 x 480	\$15,240	0.94	Good 1.30	EX 2	50		\$9,130				
Pool - Inground	2008	38 x 70	\$84,455	0.71	Good 1.30	EX 2	40		\$45,840				



# Town of Carroll GIS Tax Database-July 2020

**Carroll, NH**  
Contact

omni mount washington

Report Mailing Labels Add/Remove Zoom

Parcel #	Owner	Address
	OMNI MOUNT WASHINGTON, LLC	
211-020-000-003	OMNI MOUNT WASHINGTON, LLC	60 LAKE CAROLYN ROAD
211-019-000-000	OMNI MOUNT WASHINGTON, LLC	12 CRAWFORD RIDGE ROAD
211-021-000-000	OMNI MOUNT WASHINGTON, LLC	2329 ROUTE 302 EAST
211-042-000-000	OMNI MOUNT WASHINGTON, LLC	175 MT WASHINGTON HOTEL RD
211-044-000-000	OMNI MOUNT WASHINGTON, LLC	ROUTE 302 EAST
211-046-001-000	OMNI MOUNT WASHINGTON, LLC	ROUTE 302 EAST

CAI AxisGIS esri

About Disclaimer Help Feedback

0 300 600ft X: -71.43902, Y: 44.25935



**Property Card: 175 MT WASHINGTON HOTEL RD**  
Town of Carroll, NH



**Parcel ID:** 211-042-000-000

**Owner:** OMNI MOUNT WASHINGTON, LLC  
**Mailing Address:** 4001 MAPLE AVE  
SUITE 600  
DALLAS, TX 75219

General Information	Assessed Value
<p><b>Primary Use:</b> Commercial General <b>Property Class:</b> Commercial <b>Neighborhood:</b> BRETTON WOODS <b>Zone:</b> Resid - Bretton Wds <b>Total Acres:</b> 15.23</p>	<p><b>Land:</b> 110200 <b>Buildings:</b> 177500  <b>Total:</b> 287700</p>
Sale History	
<p><b>Book/Page:</b> 1432/0573 <b>Sale Date:</b> 12/01/2015 <b>Sale Type:</b> Warranty Deed <b>Sale Price:</b> 6150000</p>	
Building Details	Construction Details
<p><b>Building/Card #</b> 1 <b>Year Built:</b> 1915 <b>Building Type</b> Main Building <b>Condition:</b> Good <b>Living Area:</b> 17036 <b>Total Rooms:</b> <b>Total Bedrooms:</b> <b>Number Full Baths:</b> <b>Number Half Baths:</b> <b>Heating Type:</b> No Heat <b>Heating Fuel Type:</b> None</p>	<p><b>Use:</b> Commercial General <b>Grade:</b> Comm Gd <b>Framing:</b> Wood frame <b>Roofing Material:</b> Asphalt shingles <b>Foundation:</b> Concrete <b>Exterior Walls:</b> Wd Clpbrds/ <b>Interior Walls:</b> Paneling/</p>



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Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

**Town of Carroll**  
COMMERCIAL PROPERTY ASSESSMENT RECORD

DW 19-131 Attachment A  
**Date Printed:** 6/25/2020  
**Assessment Year:** 2017

**Map & Lot: 211-042-000-000**

**Location: 175 MT WASHINGTON HOTEL RD**

**Parcel ID: 1130**

**Card: 1 of 1**

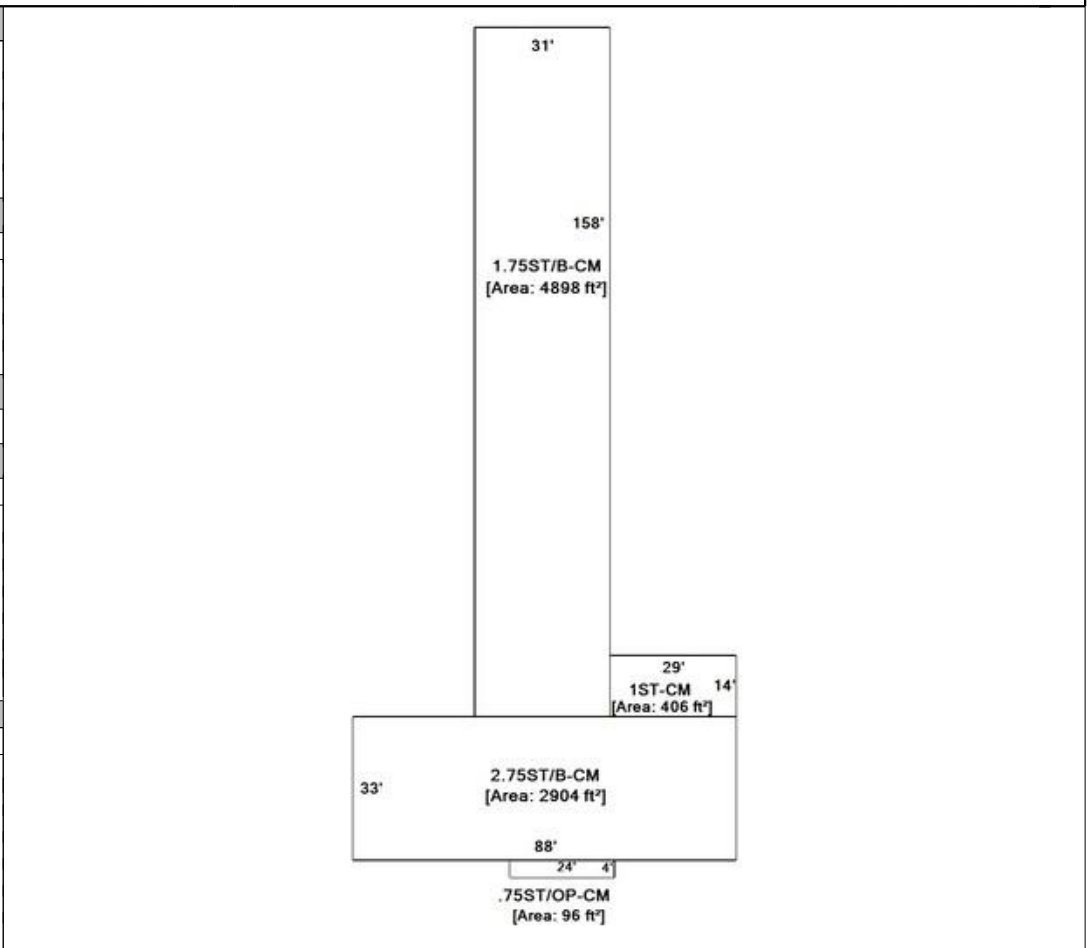
Owner Information					Current Assessment Summary			Parcel Data					
<b>OMNI MOUNT WASHINGTON, LLC</b>  4001 MAPLE AVE SUITE 600 DALLAS, TX 75219					NICU Acres	15.2300		Neighborhood	BRETTON WOODS	Electric	Electric		
					CU Acres				Property Class	Commercial	Water	Private Water	
					Total Acres	15.2300		Prime Use		Commercial General	Waste	Private Sewer	
					Living Area Sq. Ft.	17,036		Zone	Resid - Bretton Wds	P/U Year			
Sale History					Assessed Values			Topography	Level	Rolling			
Date	Grantor	Q/U/Class	Sale Price	Bk/Page	NICU Land	\$110,200		Road Surface	Paved				
12/01/2015	CNL INCOME BRETTON WOODS, LLC	U/ Multi-Parcel	\$6,150,000	1432/0573	Current Use			Special District					
8/12/2011	BW CLUB, LLC	Q/ Bank Sale		1332/	Total Land	\$110,200							
6/21/2006	MWH PRESERVATION LMTD. PART.	U/ Multi-Parcel	\$509,800	1178/0034	Improvements	\$177,500							
					<b>Total Assessment</b>	<b>\$287,700</b>							
					Total Market Value	\$287,700							
Notes													
2016 M&L - ADJD ROOF, 1ST-CM TO .75ST/OP 2015 Sale - NOT QUALIFIED SALE. MULTI-PARCEL. 2013 PICK-UP - BLA APPR 6/7/12 - ADJ'D ACREAGE. FUNCTIONAL - UNFIN AREAS, DEFERRED MAINTENANCE. ABATEMENT - 2011 - NO ADJUSTMENT LAND ADJUSTMENT - ACCESS FROM LOTS 210-008 & 210-007 GENERAL - EQUESTRIAN BLDG CHANGED 911 ADDRESS 2008 PICK-UP - NO CHG. 2009 Pick-up - NO CHG. 2010 PICK-UP - ADJ'D ACREAGE PER MAP. 2007 - INFORMAL REVIEW - NO CHANGE 2011 Sale - 2011 FORECLOSURE													
Assessed Land Valuation								Visit History					
Land Type	Area	#Units	Frontage	Base Value	Adjustments	Adj. Factor	Final Value	Date	Reason	By			
COMM - IMPRVD	1.000			82,000	Location	0.90	\$73,800	6/23/17	Measure - Exterior	DJW			
FRONTAGE	5.000			15,000			\$15,000	4/04/13	Pick-up Exterior	PB			
REAR ACRES	9.230			21,383			\$21,400	7/25/12	Measure & Interior	PB			
								4/01/10	Pick-up Exterior	PB			
								5/21/09	Pick-up Exterior	PB			
Assessment History													
	Date	Land	Curr. Use	Improvements	Total								
	12/17/19	110,200		177,500	287,700								
	12/31/18	110,200		177,500	287,700								
	12/31/17	110,200		177,500	287,700								
	5/18/17	131,383		183,215	314,598								
	4/01/13	131,383		183,215	314,598								
Current Use													
Land Type	Acres	Location	Grade	Site	CU Rate/SPI	Rate/Acre	Rec/Adj	Ratio	CU Value				
										Building Permits			
										Date	Type	Number	Status



General Information		Building Computation	
Prop. Class	Commercial	Base Value	\$535,101
Building Style	Stables (27.25)	Size Adj. Factor	0.74
Year Built	1915	Building Adj.	\$-68,144
Effective Year	1975	Grade Adj. Factor	1.30
Grade/Quality	Comm Gd	Extra Features	\$0
Condition	Good	<b>Replacement Cost</b>	\$426,180
# of Rooms	0	<b>Influences/Obsolescence</b>	
#of Bedrooms	0	Depreciation %	51
Color	White	Functional Obs %	15
Foundation	Concrete	External Influ. %	0
Framing	Wood frame	% Unfinished	0
Insulation	Partial	<b>Depreciated Value</b>	177,504
Roof Type	Gambrel	Location Adj.	
Roof Material	Asphalt shingles	<b>Building Value</b>	\$177,500
Exterior Siding	Wd Clpbrds	<b>Plumbing Fixtures</b>	
Flooring	Softwood/Unfinished	# 2-Fixture Baths	0
Interior Walls	Paneling	# 3-Fixture Baths	0
Heating Fuel	None	# 4-Fixture Baths	0
Heating Type	No Heat	# 5-Fixture Baths	0
Cooling Type	None	# Extra Fixtures	0
		# Kitchen Sinks	0
		# Hot Water	0

Building Adjustments			Extra Features		
Description	#/sf	Amount	Description	#/sf	Amount
HEATING SYSTEM	17,036	\$-68,144			

Building Segments						
Segment	Area			Rate / Sq. Ft.	Base Value	% Unf
	Sketch	Living	Effective			
.75ST/OP-CM	96	72	168	24.03	\$4,037	
1.75ST/B-CM	4,898	8,572	13,470	20.93	\$281,871	
1ST-CM	406	406	406	24.80	\$10,068	
2.75ST/B-CM	2,904	7,986	10,890	21.96	\$239,125	



<b>Total Building Segments:</b>	<b>8,304</b>	<b>17,036</b>	<b>24,934</b>	<b>\$535,101</b>	<b>Main Building:</b>	<b>\$177,500</b>	<b>Outbuildings:</b>	<b>\$0</b>	<b>Total Buildings on Card:</b>	<b>\$177,500</b>
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Abenaki Water Company  
Docket N. DW 19-131  
Staff Data Requests Set 1 – to ABENAKI

Date Request Received: 02/03/20  
Request No. Staff 1-5

Date of Response: 02/18/20  
Witness: Nicholas LaChance

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REQUEST: Please provide a copy of all April, May and June 2019 billing statements sent to any customer serviced off the 8-inch water main that was repaired in April 2019.

RESPONSE:  
See Attachment 1-5 billing statements.

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 5/1/2019

Account No.	Date Due
BW01	5/31/2019
Amount Due	Amount Paid
\$63.81	

For Service at:

Administrative Building Admin Bldg.

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Administrative Building Admin Bldg.		BW01	5/1/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/01/2019	04/30/2019	118376	120661	2285	29	79 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
04/03/2019	32	7281	228	BALANCE FORWARD	\$0.00
03/01/2019	28	10556	377		
02/04/2019	31	10710	345	WATER USAGE HOTEL 0.00627/GAL	\$14.33
01/02/2019	31	6808	220	WATER BASE 1" HOTEL	\$49.48
12/05/2018	31	810	26		
11/05/2018	30	5660	189		
10/03/2018	30	11076	369		
09/04/2018	31	12368	399		
08/02/2018	31	9344	301		
07/05/2018	28	4117	147		
06/04/2018	32	7281	228		
05/02/2018	32	465	15	TOTAL DUE	\$63.81

As a reminder, all invoices are due 30 days from the bill date. Your Terms and Conditions can be found on the NH Public Utilities website at <https://www.puc.nh.gov/Regulatory/Tariffs/Abenaki%20Water%20Co%20Carroll.pdf> Please remit all payments to the Gilford NH address.

Your next meter reading will take place on or around June 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
5/1/2019

Account No.	Date Due
BW04	5/31/2019
Amount Due	Amount Paid
\$29.35	

For Service at:

Caretaker's House Caretaker

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:

**Abenaki Water Company**

32 Artisan Ct. Unit 2

Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.		BILL DATE
Omni Mt Washington Hotel & Resort		Caretaker's House Caretaker		BW04		5/1/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/01/2019	04/30/2019	41328	43616	2288	29	79 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
04/03/2019	32	2905	91
03/01/2019	28	2470	88
02/04/2019	31	3080	99
01/02/2019	31	3146	101
12/05/2018	31	2885	93
11/05/2018	30	2192	73
10/03/2018	30	2759	92
09/04/2018	31	2994	97
08/02/2018	31	2442	79
07/05/2018	28	2675	96
06/04/2018	32	2905	91
05/02/2018	32	2004	63

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.00627/GAL	\$14.35
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$29.35</b>

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Your next meter reading will take place on or around June 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
5/1/2019

Account No.	Date Due
BW08	5/31/2019
Amount Due	Amount Paid
\$327.66	

For Service at:  
Outdoor Pool/Cabana PoolCabana

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE		
Omni Mt Washington Hotel & Resort		Outdoor Pool/Cabana PoolCabana		BW08	5/1/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
03/31/2019	04/30/2019	4667205	4687342	20137	30	671	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
04/03/2019	31	34930	1127
03/01/2019	28	34660	1238
02/04/2019	31	34276	1106
01/02/2019	31	30405	981
12/05/2018	31	19940	643
11/05/2018	30	34918	1164
10/03/2018	30	41681	1389
09/04/2018	31	74605	2407
08/02/2018	31	58781	1896
07/05/2018	28	127806	4564
06/04/2018	32	34930	1092
05/02/2018	32	43055	1345

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.00627/GAL	\$126.26
WATER BASE 2" HOTEL	\$201.40
<b>TOTAL DUE</b>	<b>\$327.66</b>

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Your next meter reading will take place on or around June 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249



# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
5/1/2019

Account No.	Date Due
BW11	5/31/2019
Amount Due	Amount Paid
\$781.46	

For Service at:  
Spa Building Spa Bldg

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE		
Omni Mt Washington Hotel & Resort		Spa Building Spa Bldg		BW11	5/1/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
03/31/2019	04/30/2019	5548365	5603051	54686	30	1823	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
04/03/2019	31	55021	1775
03/01/2019	27	41371	1532
02/04/2019	32	60760	1899
01/02/2019	31	60760	1960
12/05/2018	31	84982	2741
11/05/2018	30	59750	1992
10/03/2018	30	54856	1829
09/04/2018	31	51424	1659
08/02/2018	31	48637	1569
07/05/2018	28	58884	2103
06/04/2018	32	55021	1719
05/02/2018	32	36528	1142

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.00627/GAL	\$342.88
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$781.46</b>

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Your next meter reading will take place on or around June 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
5/1/2019

Account No.	Date Due
BW202	5/31/2019
Amount Due	Amount Paid
\$10,693.70	

For Service at:  
Hotel 6" Meter

Omni Mt. Washington Hotel & Resort  
310 Mt Washington Hotel Rd  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.		BILL DATE
Omni Mt. Washington Hotel & Resort		Hotel 6" Meter		BW202		5/1/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
03/31/2019 04/30/2019	5018860	5207329	188469	30	38179	MONTHLY
03/31/2019 04/30/2019	29403300	30360190	956890			

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
04/03/2019	31	1730444	55821	BALANCE FORWARD	\$0.00
03/01/2019	28	1765606	63057	WATER USAGE HOTEL 0.00627/GAL	\$1,181.70
02/04/2019	31	2028794	65445	WATER BASE 6" HOTEL	\$1,756.15
01/02/2019	31	1837384	59270	WATER USAGE HOTEL 0.00627/GAL	\$5,999.70
12/05/2018	31	1657023	53452	WATER BASE 6" HOTEL	\$1,756.15
11/05/2018	30	2236733	74558		
10/03/2018	30	1975812	65860		
09/04/2018	31	2190100	70648		
08/02/2018	32	2767563	86486		
07/05/2018	28	3343222	119401		
06/04/2018	32	1730444	54076		
05/02/2018	32	2907208	90850	TOTAL DUE	\$10,693.70

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Your next meter reading will take place on or around June 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW01	7/5/2019
Amount Due	Amount Paid
\$143.44	

For Service at:  
 Administrative Building Admin Bldg.  
 Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE	
Omni Mt Washington Hotel & Resort		Administrative Building Admin Bldg.		BW01	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	120661	125469	4808	31	155 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/01/2019	29	2285	79	BALANCE FORWARD	\$63.81
04/03/2019	32	7281	228		
03/01/2019	28	10556	377	WATER USAGE HOTEL 0.00627/GAL	\$30.15
02/04/2019	31	10710	345	WATER BASE 1" HOTEL	\$49.48
01/02/2019	31	6808	220		
12/05/2018	31	810	26		
11/05/2018	30	5660	189		
10/03/2018	30	11076	369		
09/04/2018	31	12368	399		
08/02/2018	31	9344	301		
07/05/2018	28	2285	82		
06/04/2018	32	361	11	TOTAL DUE	\$143.44

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, seasonal shutdowns, etc that may be required.

\*Please find enclosed the 2019 Consumer Confidence Report for Rosebrook. Also you can go to <http://abenakiwatercompany.com>, click on the news tab and follow the link to view your Consumer Confidence Report online. The report contains information about the quality of your drinking water. \*Your next meter reading will take place on or around July 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW04	7/5/2019
Amount Due	Amount Paid
\$60.90	

For Service at:  
Caretaker's House Caretaker

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE
Omni Mt Washington Hotel & Resort		Caretaker's House Caretaker		BW04		6/5/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	43616	46255	2639	31	85 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	2288	79
04/03/2019	32	2905	91
03/01/2019	28	2470	88
02/04/2019	31	3080	99
01/02/2019	31	3146	101
12/05/2018	31	2885	93
11/05/2018	30	2192	73
10/03/2018	30	2759	92
09/04/2018	31	2994	97
08/02/2018	31	2442	79
07/05/2018	28	2288	82
06/04/2018	32	2782	87

Detail	Summary
BALANCE FORWARD	\$29.35
WATER USAGE HOTEL 0.00627/GAL	\$16.55
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$60.90</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW08	7/5/2019
Amount Due	Amount Paid
\$807.89	

For Service at:  
Outdoor Pool/Cabana PoolCabana  
  
Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.		BILL DATE
Omni Mt Washington Hotel & Resort		Outdoor Pool/Cabana PoolCabana		BW08		6/5/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	4687342	4731812	44470	31	1435 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	20137	671
04/03/2019	31	34930	1127
03/01/2019	28	34660	1238
02/04/2019	31	34276	1106
01/02/2019	31	30405	981
12/05/2018	31	19940	643
11/05/2018	30	34918	1164
10/03/2018	30	41681	1389
09/04/2018	31	74605	2407
08/02/2018	31	58781	1896
07/05/2018	28	20137	719
06/04/2018	32	58974	1843

Detail	Summary
BALANCE FORWARD	\$327.66
WATER USAGE HOTEL 0.00627/GAL	\$278.83
WATER BASE 2" HOTEL	\$201.40
<b>TOTAL DUE</b>	<b>\$807.89</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW11	7/5/2019
Amount Due	Amount Paid
\$1,493.24	

For Service at:

Spa Building Spa Bldg

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE	
Omni Mt Washington Hotel & Resort		Spa Building Spa Bldg		BW11		6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	5603051	5646623	43572	31	1406	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	54686	1823
04/03/2019	31	55021	1775
03/01/2019	27	41371	1532
02/04/2019	32	60760	1899
01/02/2019	32	60760	1899
12/05/2018	31	84982	2741
11/05/2018	30	59750	1992
10/03/2018	30	54856	1829
09/04/2018	31	51424	1659
08/02/2018	31	48637	1569
07/05/2018	28	54686	1953
06/04/2018	32	39595	1237

Detail	Summary
BALANCE FORWARD	\$781.46
WATER USAGE HOTEL 0.00627/GAL	\$273.20
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$1,493.24</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW202	7/5/2019
Amount Due	Amount Paid
\$21,162.54	

For Service at:  
 Hotel 6" Meter

Omni Mt. Washington Hotel & Resort  
 310 Mt Washington Hotel Rd  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO	FOR SERVICE AT	ACCOUNT NO.	BILL DATE
Omni Mt. Washington Hotel & Resort	Hotel 6" Meter	BW202	6/5/2019

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019 05/31/2019	5207329	5618173	410844	31	44825	MONTHLY
04/30/2019 05/31/2019	30360190	31338930	978740			

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/01/2019	30	1145359	38179	BALANCE FORWARD	\$10,693.70
04/03/2019	31	1730444	55821	WATER USAGE HOTEL 0.00627/GAL	\$2,575.99
03/01/2019	28	1765606	63057	WATER USAGE HOTEL 0.00627/GAL	\$6,136.70
02/04/2019	31	2028794	65445	WATER BASE 6" HOTEL	\$0.00
01/02/2019	31	1837384	59270	WATER BASE 6" HOTEL	\$1,756.15
12/05/2018	31	1657023	53452		
11/05/2018	30	2236733	74558		
10/03/2018	30	1975812	65860		
09/04/2018	31	2190100	70648		
08/02/2018	32	2767563	86486		
07/05/2018	28	1145359	40906		
06/04/2018	32	3375175	105474	TOTAL DUE	\$21,162.54

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 7/2/2019

Account No.	Date Due
BW01	8/1/2019
Amount Due	Amount Paid
\$50.93	

For Service at:  
 Administrative Building Admin Bldg.

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE	
Omni Mt Washington Hotel & Resort		Administrative Building Admin Bldg.		BW01	7/2/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
05/31/2019 06/28/2019	125469	125701	232	28	8	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
06/05/2019	31	4808	155	BALANCE FORWARD	\$0.00
05/01/2019	29	2285	79		
04/03/2019	32	7281	228	WATER USAGE HOTEL 0.00627/GAL	\$1.45
03/01/2019	28	10556	377	WATER BASE 1" HOTEL	\$49.48
02/04/2019	28	10710	382		
01/02/2019	31	6808	220		
12/05/2018	31	810	26		
11/05/2018	30	5660	189		
10/03/2018	30	11076	369		
09/04/2018	31	12368	399		
08/02/2018	31	4808	155		
07/05/2018	28	4117	147	TOTAL DUE	\$50.93

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will be shared with you on the restrictions that will be placed on water usage. We wish everyone a Happy and Safe 4th of July. Your next meter reading will take place on or around August 1st.

**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249



**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 7/2/2019

Account No.	Date Due
BW04	8/1/2019
Amount Due	Amount Paid
\$35.13	

For Service at:  
 Caretaker's House Caretaker  
 Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Caretaker's House Caretaker		BW04	7/2/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
05/31/2019	06/28/2019	46255	49466	3211	28	115	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
06/05/2019	31	2639	85	BALANCE FORWARD	\$0.00
05/01/2019	29	2288	79		
04/03/2019	32	2905	91	WATER USAGE HOTEL 0.00627/GAL	\$20.13
03/01/2019	28	2470	88	WATER BASE 5/8 HOTEL	\$15.00
02/04/2019	28	3080	110		
01/02/2019	31	3146	101		
12/05/2018	31	2885	93		
11/05/2018	30	2192	73		
10/03/2018	30	2759	92		
09/04/2018	31	2994	97		
08/02/2018	31	2639	85		
07/05/2018	28	2675	96	TOTAL DUE	\$35.13

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 7/2/2019

Account No.	Date Due
BW08	8/1/2019
Amount Due	Amount Paid
\$406.50	

For Service at:

Outdoor Pool/Cabana PoolCabana

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:

**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE		
Omni Mt Washington Hotel & Resort		Outdoor Pool/Cabana PoolCabana		BW08	7/2/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
05/31/2019	06/30/2019	4731812	4764524	32712	30	1090	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
06/05/2019	31	44470	1435	BALANCE FORWARD	\$0.00
05/01/2019	30	20137	671		
04/03/2019	31	34930	1127	WATER USAGE HOTEL 0.00627/GAL	\$205.10
03/01/2019	28	34660	1238	WATER BASE 2" HOTEL	\$201.40
02/04/2019	28	34276	1224		
01/02/2019	31	30405	981		
12/05/2018	31	19940	643		
11/05/2018	30	34918	1164		
10/03/2018	30	41681	1389		
09/04/2018	31	74605	2407		
08/02/2018	31	44470	1435		
07/05/2018	28	127806	4564	TOTAL DUE	\$406.50

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 7/2/2019

Account No.	Date Due
BW11	8/1/2019
Amount Due	Amount Paid
\$747.94	

For Service at:  
 Spa Building Spa Bldg

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE		
Omni Mt Washington Hotel & Resort		Spa Building Spa Bldg		BW11	7/2/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
05/31/2019	06/30/2019	5646623	5695963	49340	30	1645	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
06/05/2019	31	43572	1406
05/01/2019	30	54686	1823
04/03/2019	31	55021	1775
03/01/2019	27	41371	1532
02/04/2019	27	60760	2250
01/02/2019	32	60760	1899
12/05/2018	31	84982	2741
11/05/2018	30	59750	1992
10/03/2018	30	54856	1829
09/04/2018	31	51424	1659
08/02/2018	31	43572	1406
07/05/2018	28	58884	2103

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.00627/GAL	\$309.36
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$747.94</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 7/2/2019

Account No.	Date Due
BW202	8/1/2019
Amount Due	Amount Paid
\$10,111.91	

For Service at:  
 Hotel 6" Meter

Omni Mt. Washington Hotel & Resort  
 310 Mt Washington Hotel Rd  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt. Washington Hotel & Resort		Hotel 6" Meter		BW202	7/2/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
05/31/2019	06/28/2019	5618173	6097880	479707	28	47595	MONTHLY
05/31/2019	06/28/2019	31338930	32191880	852950			

BILL DATE	DAYS	USAGE	AVG DAILY
06/05/2019	31	1389584	44825
05/01/2019	30	1145359	38179
04/03/2019	31	1730444	55821
03/01/2019	28	1765606	63057
02/04/2019	28	2028794	72457
01/02/2019	31	1837384	59270
12/05/2018	31	1657023	53452
11/05/2018	30	2236733	74558
10/03/2018	30	1975812	65860
09/04/2018	31	2190100	70648
08/02/2018	32	1389584	43424
07/05/2018	28	3343222	119401

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.00627/GAL	\$3,007.76
WATER BASE 6" HOTEL	\$1,756.15
WATER USAGE HOTEL 0.00627/GAL	\$5,348.00
WATER BASE 6" HOTEL	\$0.00
<b>TOTAL DUE</b>	<b>\$10,111.91</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

Abenaki Water Company  
Docket N. DW 19-131  
Staff Data Requests Set 2 – to ABENAKI

Date Request Received: 03/6/20  
Request No. Staff 2-6

Date of Response: 3/23/20  
Witness: Donald Vaughan

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REQUEST: Staff's Data Request to ABENAKI 1-5 requested copies of all April, May and June billing statements sent to customers serviced off the 8-inch main that was repaired in April 2019. The Company provided copies of May, June and July statements. Please provide a copies of April's billing statements sent to customers serviced off the 8-inch main that was repaired in April 2019.

RESPONSE:

In response to Staff 1-5, Abenaki provided the invoices for usage in April, May, and June. March usage, which was billed in April, is attached.

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

## WATER BILL

Bill date:  
4/3/2019

DW 19-131 Attachment B	
Account No.	Date Due
BW01	4/30/2019
Amount Due	Amount Paid
\$95.13	

For Service at:  
Administrative Building Admin Bldg.

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Administrative Building Admin Bldg.		BW01	4/3/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
02/28/2019	04/01/2019	111095	118376	7281	32	228	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
03/01/2019	28	10556	377
02/04/2019	31	10710	345
01/02/2019	31	6808	220
12/05/2018	30	810	27
11/05/2018	30	5660	189
10/03/2018	30	11076	369
09/04/2018	31	12368	399
08/02/2018	31	9344	301
07/05/2018	28	4117	147
06/04/2018	32	361	11
05/02/2018	32	10556	330
04/04/2018	27	7000	259

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.00627/GAL	\$45.65
WATER BASE 1" HOTEL	\$49.48
<b>TOTAL DUE</b>	<b>\$95.13</b>

\*Where should you mail your bank payments? Be sure to login to your Bill Payment account with your bank and update the mailing address to 32 Artisan Ct #2 Gilford NH 03249. Payments received at the old address will delay your payment being processed by 10-14 days. This may cause an incorrect bill or shut off notice if you still have the

incorrect mailing address.

\*From April 19th - April 21st Omni Mount Washington Resort will be holding their annual Easter in the Mountains. Activities include Easter Brunch, Marshmallow Roasting and other family events. Check out [www.brettonwoods.com](http://www.brettonwoods.com) and click on Events for all scheduled activities. \*Your next meter reading will take place on or around May 1, 2019

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

## WATER BILL

DW 19-131 Attachment B

Bill date:  
 4/3/2019

Account No.	Date Due
BW04	4/30/2019
Amount Due	Amount Paid
\$33.21	

For Service at:  
 Caretaker's House Caretaker  
  
 Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

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BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Caretaker's House Caretaker		BW04	4/3/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
02/28/2019	04/01/2019	38423	41328	2905	32	91 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
03/01/2019	28	2470	88	BALANCE FORWARD	\$0.00
02/04/2019	31	3080	99		
01/02/2019	31	3146	101	WATER USAGE HOTEL 0.00627/GAL	\$18.21
12/05/2018	30	2885	96	WATER BASE 5/8 HOTEL	\$15.00
11/05/2018	30	2192	73		
10/03/2018	30	2759	92		
09/04/2018	31	2994	97		
08/02/2018	31	2442	79		
07/05/2018	28	2675	96		
06/04/2018	32	2782	87		
05/02/2018	32	2470	77		
04/04/2018	27	2859	106	TOTAL DUE	\$33.21

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 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

## WATER BILL

DW 19-131 Attachment B

Bill date:  
4/3/2019

Account No.	Date Due
BW08	4/30/2019
Amount Due	Amount Paid
\$420.41	

For Service at:  
Outdoor Pool/Cabana PoolCabana

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Outdoor Pool/Cabana PoolCabana		BW08	4/3/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
02/28/2019	03/31/2019	4632275	4667205	34930	31	1127	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
03/01/2019	28	34660	1238
02/04/2019	31	34276	1106
01/02/2019	31	30405	981
12/05/2018	30	19940	665
11/05/2018	30	34918	1164
10/03/2018	30	41681	1389
09/04/2018	31	74605	2407
08/02/2018	31	58781	1896
07/05/2018	28	127806	4564
06/04/2018	32	58974	1843
05/02/2018	32	34660	1083
04/04/2018	27	51801	1919

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.00627/GAL	\$219.01
WATER BASE 2" HOTEL	\$201.40
<b>TOTAL DUE</b>	<b>\$420.41</b>

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32 Artisan Ct. Unit 2 Gilford, NH 03249



# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

## WATER BILL

DW 19-131 Attachment B

Bill date:  
4/3/2019

Account No.	Date Due
BW11	4/30/2019
Amount Due	Amount Paid
\$783.56	

For Service at:  
Spa Building Spa Bldg

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Spa Building Spa Bldg		BW11	4/3/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
02/28/2019	03/31/2019	5493344	5548365	55021	31	1775	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
03/01/2019	27	41371	1532	BALANCE FORWARD	\$0.00
02/04/2019	32	60760	1899		
01/02/2019	31	60760	1960	WATER USAGE HOTEL 0.00627/GAL	\$344.98
12/05/2018	30	84982	2833	WATER BASE 3" HOTEL	\$438.58
11/05/2018	30	59750	1992		
10/03/2018	30	54856	1829		
09/04/2018	31	51424	1659		
08/02/2018	31	48637	1569		
07/05/2018	28	58884	2103		
06/04/2018	32	39595	1237		
05/02/2018	32	41371	1293		
04/04/2018	27	49951	1850	TOTAL DUE	\$783.56

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32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

## WATER BILL

DW 19-131 Attachment B

Bill date:  
4/3/2019

Account No.	Date Due
BW202	4/30/2019
Amount Due	Amount Paid
\$12,606.03	

For Service at:  
Hotel 6" Meter

Omni Mt. Washington Hotel & Resort  
310 Mt Washington Hotel Rd  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt. Washington Hotel & Resort		Hotel 6" Meter		BW202	4/3/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
02/28/2019	03/31/2019	4723206	5018860	295654	31	55821	MONTHLY
02/28/2019	03/31/2019	27968510	29403300	1434790			

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
03/01/2019	28	1765606	63057	BALANCE FORWARD	\$0.00
02/04/2019	31	2028794	65445	WATER USAGE HOTEL 0.00627/GAL	\$1,853.75
01/02/2019	31	1837384	59270	WATER BASE 6" HOTEL	\$1,756.15
12/05/2018	30	1657023	55234	WATER USAGE HOTEL 0.00627/GAL	\$8,996.13
11/05/2018	30	2236733	74558	WATER BASE 6" HOTEL	\$0.00
10/03/2018	30	1975812	65860		
09/04/2018	31	2190100	70648		
08/02/2018	32	2767563	86486		
07/05/2018	28	3343222	119401		
06/04/2018	32	3375175	105474		
05/02/2018	32	1765606	55175		
04/04/2018	27	2532175	93784	TOTAL DUE	\$12,606.03

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

**DW 19-131**  
**OMNI MOUNT WASHINGTON, LLC. COMPLAINT AGAINST**  
**ABENAKI WATER COMPANY, INC.**  
**STAFF DATA REQUESTS TO OMNI – SET 1**

---

**Date Request Received: 1/27/20**  
**Staff to OMNI 1-2:**

**Date of Response: 2/18/20**  
**Christopher Ellms**

**REQUEST:**

- a) Please provide a clear distinction, between Omni Mount Washington, LLC and Omni Mount Washington Hotel, LLC. Please be specific as to what accounts and properties are associated with each entity in relation to their status as a customer of Abenaki Water Company, Inc.
- b) Do either of the LLCs have subsidiaries? If yes, please describe.
- c) Are the Omni Mount Washington, LLC and Omni Mount Washington Hotel, LLC registered with the Secretary of State, State of NH? If yes, please provide a copy of the current registration. If no, please explain why not.
- d) Are there any other entities affiliated with Omni Mount Washington Hotel, LLC and Omni Mount Washington, LLC (such as other Omni entities) that are customers of Abenaki Water Company, Inc.? If so, could you please detail those properties and the types of accounts associated for water billing purposes.

**RESPONSE:**

There is no corporate entity named *Omni Mount Washington Hotel LLC*. Reference to that entity was made inadvertently, combining the proper corporate title, *Omni Mount Washington, LLC*, with the building historically known as the *Mount Washington Hotel*. All prior references to *Omni Mount Washington Hotel LLC* in documents filed in this docket should be construed instead as referencing *Omni Mount Washington, LLC*.

*Omni Mount Washington, LLC* owns all of the properties on both sides of Route 302 that make up the *Omni Mount Washington Resort*. *Omni Mount Washington, LLC*, receives a single monthly bill from Abenaki which sets out each of the properties as separate metered accounts. A copy of the May 2019 bill is being provided in response to Request No. 1-3. No other entity affiliated with *Omni Mount Washington, LLC* is a customer of Abenaki Water Company, Inc.

A copy of the registration for *Omni Mount Washington, LLC* with the New Hampshire Secretary of State is attached as well. Also attached is a tax form for *Omni Mount Washington, LLC*, which shows the business name, or dba, of *Omni Mount Washington Resort*.

DW 19-131 Attachment  
Date Filed: 11/10/2015  
Business ID: 734559  
William M. Gardner  
Secretary of State

# State of New Hampshire

Filing fee: \$ 50.00  
Fee for Form SRA: \$ 50.00  
Total fees: \$100.00  
Use black print or type.

Form FLLC-1  
RSA 304-C:175

## APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is Omni Mount Washington, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is \_\_\_\_\_

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is October 26, 2015

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is Hotel operations

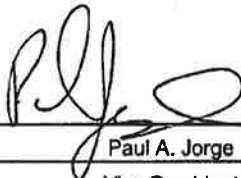
SIXTH: The name of its registered agent in New Hampshire is Corporation Service Company d/b/a Lawyers Incorporating Service  
and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address in New Hampshire) 14 Centre Street, Concord, New Hampshire 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).



APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1  
(Cont.)

\*Signature:   
 Print or type name: Paul A. Jorge  
 Title: Vice President  
 Date signed: October 29, 2015

Complete address of person signing: 4001 Maple Avenue  
Suite 600  
Dallas, Texas 75219

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:  
jt.smith@trholdings.com

\* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.

**OMNI HOTELS MANAGEMENT CORPORATION**

October 29, 2015

New Hampshire Secretary of State  
State House Annex  
107 N. Main Street  
Concord, NH 03301

Re: Consent to Use of Similar Name

To Whom It May Concern:

The undersigned corporation hereby authorizes and consents to the use of the name  
Omni Mount Washington, LLC to do  
business in the State of New Hampshire and authorizes the Secretary of State of the State of New  
Hampshire to accept Omni Mount Washington, LLC's application for registration as a foreign  
limited liability company.

**OMNI HOTELS MANAGEMENT CORPORATION**

By:

  
Paul A. Forge, Vice President

**Form SRA – Addendum to Business Organization and Registration Forms  
Statement of Compliance with New Hampshire Securities Laws**

**Part I – Business Identification and Contact Information**

Business Name: Omni Mount Washington, LLC

Business Address (include city, state, zip): 4001 Maple Avenue Suite 600, Dallas, Texas 75219

Telephone Number: (214) 283-8649 E-mail: jt.smith@trholdings.com

Contact Person: Jesse Smith

Contact Person Address (if different): \_\_\_\_\_

**Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:**

1.  Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
  - A) This business has 10 or fewer owners; and
  - B) Advertising relating to the sale of ownership interests has not been circulated; and
  - C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. \_\_\_\_\_ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - \_\_\_\_\_.
3. \_\_\_\_\_ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - \_\_\_\_\_.
4. \_\_\_\_\_ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

**Part III – Check ONE of the following items in Part III:**

1.  This business is not being formed in New Hampshire.
2. \_\_\_\_\_ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

**Part IV – Certification of Accuracy**

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Paul A. Jorge Signature: 

Date signed: October 29, 2015

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW01	7/5/2019
Amount Due	Amount Paid
\$143.44	

For Service at:  
 Administrative Building Admin Bldg.

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Administrative Building Admin Bldg.		BW01	6/5/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	120661	125469	4808	31	155	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/01/2019	29	2285	79	BALANCE FORWARD	\$63.81
04/03/2019	32	7281	228		
03/01/2019	28	10556	377	WATER USAGE HOTEL 0.00627/GAL	\$30.15
02/04/2019	31	10710	345	WATER BASE 1" HOTEL	\$49.48
01/02/2019	31	6808	220		
12/05/2018	31	810	26		
11/05/2018	30	5660	189		
10/03/2018	30	11076	369		
09/04/2018	31	12368	399		
08/02/2018	31	9344	301		
07/05/2018	28	2285	82		
06/04/2018	32	361	11	TOTAL DUE	\$143.44

*Handwritten:* 79.65 R 6/5

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, seasonal shutdowns, etc that may be required.

\*Please find enclosed the 2019 Consumer Confidence Report for Rosebrook. Also you can go to <http://abenakiwatercompany.com>, click on the news tab and follow the link to view your Consumer Confidence Report online. The report contains information about the quality of your drinking water. \*Your next meter reading will take place on or around July 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249



**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW02	7/5/2019
Amount Due	Amount Paid
\$162.10	

For Service at:  
 Sprung Building/Alpine Club Alpine Clb

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

FOR OFFICE USE ONLY

BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Omni Mt Washington Hotel & Resort	Sprung Building/Alpine Club Alpine Clb	BW02	6/5/2019

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	75908	77000	1092	31	MONTHLY
04/30/2019	05/31/2019	99869	99892	23		

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	4170	144
04/03/2019	32	43807	1369
03/01/2019	28	30840	1101
02/04/2019	31	18373	593
01/02/2019	31	14709	474
12/05/2018	31	4311	139
11/05/2018	30	1011	34
10/03/2018	30	2935	98
09/04/2018	31	9	0
08/02/2018	31	126	4
07/05/2018	28	4170	149
06/04/2018	32	980	31

Detail	Summary
BALANCE FORWARD	\$90.63
WATER USAGE HOTEL 0.00627/GAL	\$6.85
WATER BASE 1" HOTEL	\$49.48
WATER USAGE HOTEL 0.00627/GAL	\$0.14
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$162.10</b>

71.47  
 7  
 6/5

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW03	7/5/2019
Amount Due	Amount Paid
\$420.59	

For Service at:  
 Bretton Arms Arms

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Bretton Arms Arms		BW03	6/5/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG. IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	1271707	1311043	39336	31	1269	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	11960	412
04/03/2019	32	71626	2238
03/01/2019	28	78957	2820
02/04/2019	31	75688	2442
01/02/2019	31	66859	2157
12/05/2018	31	54574	1760
11/05/2018	30	86992	2900
10/03/2018	30	82421	2747
09/04/2018	31	112037	3614
08/02/2018	31	96168	3102
07/05/2018	28	11960	427
06/04/2018	32	26740	836

Detail	Summary
BALANCE FORWARD	\$124.47
WATER USAGE HOTEL 0.00627/GAL	\$246.64
WATER BASE 1" HOTEL	\$49.48
<b>TOTAL DUE</b>	<b>\$420.59</b>

*296.12*  
*7.65*

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

~~Abenaki~~ Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW04	7/5/2019
Amount Due	Amount Paid
\$60.90	

For Service at:  
Caretaker's House Caretaker

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

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BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Caretaker's House Caretaker		BW04	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019 05/31/2019	43616	46255	2639	31	85	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	2288	79
04/03/2019	32	2905	91
03/01/2019	28	2470	88
02/04/2019	31	3080	99
01/02/2019	31	3146	101
12/05/2018	31	2885	93
11/05/2018	30	2192	73
10/03/2018	30	2759	92
09/04/2018	31	2994	97
08/02/2018	31	2442	79
07/05/2018	28	2288	82
06/04/2018	32	2782	87

Detail	Summary
BALANCE FORWARD	\$29.35
WATER USAGE HOTEL 0.00627/GAL	\$16.55
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$60.90</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW05	7/5/2019
Amount Due	Amount Paid
\$191.94	

For Service at:  
 Fabyan's Fabyans

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

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BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE		
Omni Mt Washington Hotel & Resort		Fabyan's Fabyans		BW05	6/5/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	BILL Frequency	
04/30/2019	05/31/2019	697270	707319	10049	31	324	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	15779	544
04/03/2019	32	39436	1232
03/01/2019	28	44099	1575
02/04/2019	31	41005	1323
01/02/2019	31	33593	1084
12/05/2018	31	22937	740
11/05/2018	30	43591	1453
10/03/2018	30	37927	1264
09/04/2018	31	62559	2018
08/02/2018	31	56329	1817
07/05/2018	28	15779	564
06/04/2018	32	22693	709

Detail	Summary
BALANCE FORWARD	\$113.93
WATER USAGE HOTEL 0.00627/GAL	\$63.01
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$191.94</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW06	7/5/2019
Amount Due	Amount Paid
\$38.06	

For Service at:  
 Ski - First Aid Building First Aid

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO:	FOR SERVICE AT	ACCOUNT NO	BILL DATE			
Omni Mt Washington Hotel & Resort	Ski - First Aid Building First Aid	BW06	6/5/2019			
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USC IN GALLONS	Bill Frequency
04/30/2019 05/31/2019	35460	36066	606	31	20	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	679	23
04/03/2019	32	1670	52
03/01/2019	28	1598	57
02/04/2019	31	18104	584
01/02/2019	31	2410	78
12/05/2018	31	1057	34
11/05/2018	30	472	16
10/03/2018	30	478	16
09/04/2018	31	572	18
08/02/2018	31	401	13
07/05/2018	28	679	24
06/04/2018	32	314	10

Detail	Summary
BALANCE FORWARD	\$19.26
WATER USAGE HOTEL 0.00627/GAL	\$3.80
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$38.06</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW07	7/5/2019
Amount Due	Amount Paid
\$260.00	

For Service at:  
 Nordic / Golf Building Golf Bldg

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO:		FOR SERVICE AT:		ACCOUNT NO:		BILL DATE	
Omni Mt Washington Hotel & Resort		Nordic / Golf Building Golf Bldg		BW07		6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	472561	489426	16865	31	544	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	8820	304
04/03/2019	32	21770	680
03/01/2019	28	24716	883
02/04/2019	31	21876	706
01/02/2019	31	33133	1069
12/05/2018	31	21125	681
11/05/2018	30	24764	825
10/03/2018	30	41814	1394
09/04/2018	31	42737	1379
08/02/2018	31	39757	1282
07/05/2018	28	8820	315
06/04/2018	32	19054	595

Detail	Summary
BALANCE FORWARD	\$104.78
WATER USAGE HOTEL 0.00627/GAL	\$105.74
WATER BASE 1" HOTEL	\$49.48
<b>TOTAL DUE</b>	<b>\$260.00</b>

*Handwritten:* 155.22 R 6/5

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, sewer line shutdowns, etc that may be required.

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW08	7/5/2019
Amount Due	Amount Paid
\$807.89	

For Service at:  
 Outdoor Pool/Cabana PoolCabana

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

† FOR OFFICE USE ONLY †

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE
Omni Mt Washington Hotel & Resort		Outdoor Pool/Cabana PoolCabana		BW08		6/5/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	4687342	4731812	44470	31	1435 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	20137	671
04/03/2019	31	34930	1127
03/01/2019	28	34660	1238
02/04/2019	31	34276	1106
01/02/2019	31	30405	981
12/05/2018	31	19940	643
11/05/2018	30	34918	1164
10/03/2018	30	41681	1389
09/04/2018	31	74605	2407
08/02/2018	31	58781	1896
07/05/2018	28	20137	719
06/04/2018	32	58974	1843

Detail	Summary
BALANCE FORWARD	\$327.66
WATER USAGE HOTEL 0.00627/GAL	\$278.83
WATER BASE 2" HOTEL	\$201.40
<b>TOTAL DUE</b>	<b>\$807.89</b>

*480.83*  
*R 6/5*

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

**WATER BILL**

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW09	7/5/2019
Amount Due	Amount Paid
\$1,585.11	

For Service at:  
 Ski Area Building

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE	
Omni Mt Washington Hotel & Resort		Ski Area Building		BW09		6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019 05/31/2019	2686978	2782827	95849	31	3092	MONTHLY	

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
				BALANCE FORWARD	\$782.74
05/01/2019	29	92717	3197		
04/03/2019	32	226806	7088		
03/01/2019	28	273036	9751	WATER USAGE HOTEL 0.00627/GAL	\$600.97
02/04/2019	31	241467	7789	WATER BASE 2" HOTEL	\$201.40
01/02/2019	31	178811	5768		
12/05/2018	31	60295	1945		
11/05/2018	30	72497	2417		
10/03/2018	30	64796	2160		
09/04/2018	31	195941	6321		
08/02/2018	31	53471	1725		
07/05/2018	28	92717	3311		
06/04/2018	32	28651	895	TOTAL DUE	\$1,585.11

*Handwritten:* Paid 3/7 R/G/S

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, seasonal shutdowns, etc that may be required.

\*Please find enclosed the 2019 Consumer Confidence Report for Rosebrook. Also you can go to <http://abenakiwatercompany.com>, click on the news tab and follow the link to view your Consumer Confidence Report online. The report contains information about the quality of your drinking water. \*Your next meter reading will take place on or around July 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249



**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW10	7/5/2019
Amount Due	Amount Paid
\$54.99	

For Service at:  
 Ski Maintenance Building Mnt Bldg

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Ski Maintenance Building Mnt Bldg		BW10	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	131599	133135	1536	31	50 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	2450	84
04/03/2019	32	10706	335
03/01/2019	28	12057	431
02/04/2019	31	15672	506
01/02/2019	31	12650	408
12/05/2018	31	4969	160
11/05/2018	30	1304	43
10/03/2018	30	1347	45
09/04/2018	31	1312	42
08/02/2018	31	1259	41
07/05/2018	28	2450	88
06/04/2018	32	2153	67

Detail	Summary
BALANCE FORWARD	\$30.36
WATER USAGE HOTEL 0.00627/GAL	\$9.63
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$54.99</b>

*Handwritten:* 24.00, 26.15, 6.15

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, seasonal shutdowns, etc that may be required.

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

**WATER BILL**

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW11	7/5/2019
Amount Due	Amount Paid
\$1,493.24	

For Service at:  
Spa Building Spa Bldg

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

FOR OFFICE USE ONLY

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE	
Omni Mt Washington Hotel & Resort		Spa Building Spa Bldg		BW11		6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG. IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	5603051	5646623	31	1406	MONTHLY	

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	54686	1823
04/03/2019	31	55021	1775
03/01/2019	27	41371	1532
02/04/2019	32	60760	1899
01/02/2019	32	60760	1899
12/05/2018	31	84982	2741
11/05/2018	30	59750	1992
10/03/2018	30	54856	1829
09/04/2018	31	51424	1659
08/02/2018	31	48637	1569
07/05/2018	28	54686	1953
06/04/2018	32	39595	1237

Detail	Summary
BALANCE FORWARD	\$781.46
WATER USAGE HOTEL 0.00627/GAL	\$273.20
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$1,493.24</b>

*Handwritten:* 7/11/19, R, G/S

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

**WATER BILL**

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW12	7/5/2019
Amount Due	Amount Paid
\$100.10	

For Service at:  
Stables Stables

Omni Mt Washington Hotel & Resort  
Stables  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO.		BILL DATE
Omni Mt Washington Hotel & Resort		Stables Stables		BW12		6/5/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019 05/31/2019	105682	110134	4452	31	144	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/01/2019	29	6729	232	BALANCE FORWARD	\$57.19
04/03/2019	32	6041	189		
03/01/2019	28	3127	112		
02/04/2019	31	3909	126		
01/02/2019	31	7972	257		
12/05/2018	31	11187	361		
11/05/2018	30	6158	205		
10/03/2018	30	6279	209		
09/04/2018	31	5670	183		
08/02/2018	31	4909	158		
07/05/2018	28	6729	240		
06/04/2018	32	3846	120		
				TOTAL DUE	\$100.10

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A cluster of dots with an arrow pointing to the \$100.10 total due amount.

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, seasonal shutdowns, etc that may be required.

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW202	7/5/2019
Amount Due	Amount Paid
\$21,162.54	

For Service at:  
 Hotel 6" Meter

Omni Mt. Washington Hotel & Resort  
 310 Mt Washington Hotel Rd  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt. Washington Hotel & Resort		Hotel 6" Meter		BW202	6/5/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	5207329	5618173	410844	31	44825	MONTHLY
04/30/2019	05/31/2019	30360190	31338930	978740			

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	1145359	38179
04/03/2019	31	1730444	55821
03/01/2019	28	1765606	63057
02/04/2019	31	2028794	65445
01/02/2019	31	1837384	59270
12/05/2018	31	1657023	53452
11/05/2018	30	2236733	74558
10/03/2018	30	1975812	65860
09/04/2018	31	2190100	70648
08/02/2018	32	2767563	86486
07/05/2018	28	1145359	40906
06/04/2018	32	3375175	105474

Detail	Summary
BALANCE FORWARD	\$10,693.70
WATER USAGE HOTEL 0.00627/GAL	\$2,575.99
WATER USAGE HOTEL 0.00627/GAL	\$6,136.70
WATER BASE 6" HOTEL	\$0.00
WATER BASE 6" HOTEL	\$1,756.15
<b>TOTAL DUE</b>	<b>\$21,162.54</b>

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 A  
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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

**WATER BILL**

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW337123	7/5/2019
Amount Due	Amount Paid
\$877.16	

For Service at:

Portable Hydrant 123 Portable

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:

**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE			
Omni Mt Washington Hotel & Resort	Portable Hydrant 123 Portable	BW337123	6/5/2019			
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019 05/31/2019	1382400	1382400	0	31		MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/01/2019	30	0	0	BALANCE FORWARD	\$438.58
04/03/2019	31	0	0		
03/01/2019	27	0		WATER USAGE HOTEL 0.00627/GAL	\$0.00
02/04/2019	32	0	0	WATER BASE 3" HOTEL	\$438.58
01/02/2019	32	662700	20709		
12/05/2018	31	100	3		
11/05/2018	29	0	0		
10/03/2018	31	0	0		
09/04/2018	31	0	0		
08/02/2018	32	0	0		
07/05/2018	28	0	0		
06/04/2018	31	0	0	TOTAL DUE	\$877.16

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7/6/5

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, seasonal shutdowns, etc that may be required.

\*Please find enclosed the 2019 Consumer Confidence Report for Rosebrook. Also you can go to <http://abenakiwatercompany.com>, click on the news tab and follow the link to view your Consumer Confidence Report online. The report contains information about the quality of your drinking water. \*Your next meter reading will take place on or around July 1, 2019.

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW337124	7/5/2019
Amount Due	Amount Paid
\$877.16	

For Service at:  
 Portable Hydrant 124 Portable

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

<b>BILLED TO</b>		<b>FOR SERVICE AT</b>		<b>ACCOUNT NO</b>		<b>BILL DATE</b>
Omni Mt Washington Hotel & Resort		Portable Hydrant 124 Portable		BW337124		6/5/2019
<b>READING PERIOD</b>	<b>PREVIOUS READ</b>	<b>PRESENT READ</b>	<b>USAGE IN GALLONS</b>	<b>DAYS</b>	<b>AVG DAILY USG IN GALLONS</b>	<b>Bill Frequency</b>
04/30/2019 05/31/2019	161	161	0	31		MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	0	0
04/03/2019	31	0	0
03/01/2019	27	0	0
02/04/2019	32	0	0
01/02/2019	32	0	0
12/05/2018	31	0	0
11/05/2018	29	0	0
10/03/2018	31	0	0
09/04/2018	31	0	0
08/02/2018	32	0	0
07/05/2018	28	0	0
06/04/2018	31	0	0

Detail	Summary
BALANCE FORWARD	\$438.58
WATER USAGE HOTEL 0.00627/GAL	\$0.00
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$877.16</b>

*Handwritten:* 438.58 R 6/5

\*Please remember that any work requiring the incoming water line to be turned off shall be done by an Abenaki Water employee. Curb stops (shut off valves) should not be operated by anyone other than Abenaki Water. Please call the office to schedule all water turn off's for internal repairs, seasonal shutdowns, etc that may be required.

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Omni Mount Washington LLC</b>	
2 Business name/disregarded entity name, if different from above <b>dba Omni Mount Washington Resort</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>310 Mount Washington Hotel road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Bretton Woods, NH 03575</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

OR

Employer identification number										
4	7		-	5	4	1	3	3	6	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶

Date ▶ **12-9-19**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**DW 19-131  
OMNI MOUNT WASHINGTON, LLC. COMPLAINT AGAINST  
ABENAKI WATER COMPANY, INC.  
STAFF DATA REQUESTS TO OMNI – SET 1**

---

**Date Request Received: 1/27/20**  
**Staff to OMNI 1-3:**

**Date of Response: 2/18/20**  
**Christopher Ellms**

**REQUEST:**

Please provide a copy of all May 2018 [2019] Abenaki water usage billings to Omni Mount Washington, LLC and/or Omni Mount Washington Hotel, LLC.

**RESPONSE:**

Copies of Abenaki's bills for both May 2018 and May 2019 are being provided in response to this request. Please note that the bill is addressed to Omni Mt. Washington Hotel & Resort and includes 14 separate metered accounts, one of which is referred to as Hotel 6" Meter. Also attached is the payment for that period, which is signed under the name Omni Hotels & Resorts, the parent company of Omni Mount Washington, LLC.



DW 19-131 Attachment C  
**WATER BILL**

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW01	6/29/2010
Amount Due	Amount Paid
\$34.61	

For Service at:  
Administrative Building Admin Bldg.

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Administrative Building Admin Bldg.		BW01	6/4/2010	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2018 06/01/2018	39285	39646	361	32	11	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/02/2018	27	465	17
04/04/2018	33	7000	212
03/05/2018	29	10775	372
02/01/2018	28	10670	381
01/05/2018	28	7627	272
12/05/2017	33	790	24
11/06/2017	30	431	14
10/10/2017	29	5527	191
09/06/2017	21	13000	619
08/04/2017	31	17000	548
06/30/2017	35	465	13
06/05/2017	27	0	0

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.0053/GAL	\$1.92
WATER BASE 1" HOTEL	\$32.69
<b>TOTAL DUE</b>	<b>\$34.61</b>

Rosebrook Water Consumer Confidence Report for 2017 can be found on our website at [www.abenakiwatercompany.com](http://www.abenakiwatercompany.com) and click on the News section to view. As a reminder information regarding system emergencies and updates

can be found in the News section on our website.  
Your next meter reading will be on or around July 2, 2018

*R 6/5*

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/4/2010

Account No.	Date Due
BW02	6/29/2010
Amount Due	Amount Paid
\$47.83	

For Service at:  
 Sprung Building/Alpine Club Alpine Clb  
  
 Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

FOR OFFICE USE ONLY

BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Omni Mt Washington Hotel & Resort	Sprung Building/Alpine Club Alpine Clb	BW02	6/4/2010

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	BILL Frequency
04/30/2018	06/01/2018	28750	29693	943	32	31 MONTHLY
04/30/2018	06/01/2018	24821	24858	37		

BILL DATE	DAYS	USAGE	AVG DAILY
05/02/2018	27	1786	66
04/04/2018	33	14749	447
03/05/2018	29	14237	491
02/01/2018	28	7673	274
01/05/2018	28	10881	389
12/05/2017	33	2945	89
11/06/2017	30	1288	43
10/10/2017	29	2012	69
09/06/2017	14	2000	143
08/04/2017	31	9000	290
06/30/2017	35	1786	51
06/05/2017	27	1000	37

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.0053/GAL	\$5.03
WATER BASE 1" HOTEL	\$32.69
WATER USAGE HOTEL 0.0053/GAL	\$0.20
WATER BASE 5/8 HOTEL	\$9.91
<b>TOTAL DUE</b>	<b>\$47.83</b>

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 Your next meter reading will be on or around July 2, 2018

*R 6/5*

**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW03	6/29/2010
Amount Due	Amount Paid
\$175.21	

For Service at:  
Bretton Arms Arms

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
Abenaki Water Company  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE	
Omni Mt Washington Hotel & Resort		Bretton Arms Arms		BW03		6/4/2010	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	BILL Frequency	
04/30/2018	06/01/2018	424546	451286	26740	32	836	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/02/2018	27	6171	229
04/04/2018	33	66490	2015
03/05/2018	29	92821	3201
02/01/2018	28	64581	2306
01/05/2018	28	81540	2912
12/05/2017	33	34804	1055
11/06/2017	30	81799	2727
10/10/2017	28	145890	5210
09/06/2017	32	169580	5299
08/04/2017	31	164870	5318
06/30/2017	35	6171	176
06/05/2017	27	80000	2963

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.0053/GAL	\$142.52
WATER BASE 1" HOTEL	\$32.69
<b>TOTAL DUE</b>	<b>\$175.21</b>

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Abenaki Water Company Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

*R 6/4*

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

## WATER BILL

Bill date:  
 6/4/2010

Account No.	Date Due
BW04	6/29/2010
Amount Due	Amount Paid
\$24.74	

For Service at:  
 Caretaker's House Caretaker  
 Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

✧ FOR OFFICE USE ONLY ✧

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE
Omni Mt Washington Hotel & Resort		Caretaker's House Caretaker		BW04		6/4/2010
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	BILL Frequency
04/30/2018	06/01/2018	10998	13780	2782	32	87 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/02/2018	27	2004	74
04/04/2018	33	2859	87
03/05/2018	29	1135	39
02/01/2018	28	826	30
01/05/2018	28	1576	56
12/05/2017	33	842	26
11/06/2017	30	774	26
10/10/2017	29	1132	39
09/06/2017	14	910	65
08/04/2017	31	1250	40
06/30/2017	35	2004	57
06/05/2017	27	1030	38

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.0053/GAL	\$14.83
WATER BASE 5/8 HOTEL	\$9.91
<b>TOTAL DUE</b>	<b>\$24.74</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

*R 6/5*

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW05	6/29/2010
Amount Due	Amount Paid
\$130.86	

For Service at:  
Fabyan's Fabyans

Omni Mt Washington Hotel & Resort  
310 Mt Washington Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

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FOR OFFICE USE ONLY

BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Omni Mt Washington Hotel & Resort	Fabyan's Fabyans	BW05	6/4/2010

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2018	06/01/2018	223556	246249	22693	32	709
						MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/02/2018	27	15801	585
04/04/2018	33	35366	1072
03/05/2018	29	36073	1244
02/01/2018	28	40290	1439
01/05/2018	28	38873	1388
12/05/2017	33	19170	581
11/06/2017	29	36125	1246
10/10/2017	30	42858	1429
09/06/2017	1	51000	51000
08/04/2017	31	51000	1645
06/30/2017	35	15801	451
06/05/2017	27	21000	778

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.0053/GAL	\$120.95
WATER BASE 5/8 HOTEL	\$9.91
<b>TOTAL DUE</b>	<b>\$130.86</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

Handwritten signature and date: R 6/4

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW06	6/29/2010
Amount Due	Amount Paid
\$11.58	

For Service at:

Ski - First Aid Building First Aid

Ski First Aid Bldg. Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

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FOR OFFICE USE ONLY

BILLED TO	FOR SERVICE AT	ACCOUNT NO.	BILL DATE
Ski First Aid Bldg. Omni Mt Washington Hotel & Resort	Ski - First Aid Building First Aid	BW06	6/4/2010

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2018	06/01/2018	7115	7429	314	32	10 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	519	19	BALANCE FORWARD	\$0.00
04/04/2018	33	2443	74		
03/05/2018	29	1068	37	WATER USAGE HOTEL 0.0053/GAL	\$1.67
02/01/2018	28	922	33	WATER BASE 5/8 HOTEL	\$9.91
01/05/2018	28	1075	38		
12/05/2017	33	792	24		
11/06/2017	30	197	7		
10/10/2017	29	99	3		
09/06/2017	21	0	0		
08/04/2017	31	0	0		
06/30/2017	35	519	15		
06/05/2017	27	0	0	TOTAL DUE	\$11.58

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW07	6/29/2010
Amount Due	Amount Paid
\$134.25	

For Service at:  
Nordic / Golf Building Golf Bldg

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

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BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Nordic / Golf Building Golf Bldg		BW07	6/4/2010		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2018	06/01/2018	139213	158267	19054	32	595	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/02/2018	27	8299	307
04/04/2018	33	25980	787
03/05/2018	29	25446	877
02/01/2018	28	23438	837
01/05/2018	28	18831	673
12/05/2017	33	13007	394
11/06/2017	30	24472	816
10/10/2017	28	49840	1780
09/06/2017	32	50860	1589
08/04/2017	31	50040	1614
06/30/2017	35	8299	237
06/05/2017	27	20000	741

Detail	Summary
BALANCE FORWARD	\$0.00
WATER USAGE HOTEL 0.0053/GAL	\$101.56
WATER BASE 1" HOTEL	\$32.69
<b>TOTAL DUE</b>	<b>\$134.25</b>

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6/5

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW08	6/29/2010
Amount Due	Amount Paid
\$420.33	

For Service at:  
Outdoor Pool/Cabana PoolCabana

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

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FOR OFFICE USE ONLY

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE	
Omni Mt Washington Hotel & Resort		Outdoor Pool/Cabana PoolCabana		BW08	6/4/2010	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	BILL Frequency
04/30/2018	06/01/2018	4116229	4175203	58974	32	1843 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	43055	1595	BALANCE FORWARD	\$0.00
04/04/2018	33	51801	1570		
03/05/2018	29	44953	1550	WATER USAGE HOTEL 0.0053/GAL	\$314.33
02/01/2018	28	37260	1331	WATER BASE 2" HOTEL	\$106.00
01/05/2018	28	43595	1557		
12/05/2017	33	35129	1065		
11/06/2017	30	52362	1745		
10/10/2017	23	79086	3439		
09/06/2017	32	103660	3239		
08/04/2017	31	83328	2688		
06/30/2017	35	43055	1230		
06/05/2017	27	34000	1259	TOTAL DUE	\$420.33

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

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**Abenaki Water Company**

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW09	6/29/2010
Amount Due	Amount Paid
\$258.71	

For Service at:  
Ski Area Building

Ski Area Bldg. Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

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BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Ski Area Bldg. Omni Mt Washington Hotel & Resort	Ski Area Building	BW09	6/4/2010

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2018	06/01/2018	1163536	1192187	28651	32	895	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	66260	2454	BALANCE FORWARD	\$0.00
04/04/2018	33	257703	7809	WATER USAGE HOTEL 0.0053/GAL	\$152.71
03/05/2018	29	287550	9916	WATER BASE 2" HOTEL	\$106.00
02/01/2018	28	227969	8142		
01/05/2018	28	214221	7651		
12/05/2017	33	71844	2177		
11/06/2017	30	37989	1266		
10/10/2017	28	48000	1714		
09/06/2017	32	38000	1188		
08/04/2017	31	47000	1516		
06/30/2017	35	66260	1893		
06/05/2017	27	23000	852	TOTAL DUE	\$258.71

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW10	6/29/2010
Amount Due	Amount Paid
\$21.39	

For Service at:  
Ski Maintenance Building Mnt Bldg

Ski Maint. Bldg. Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

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BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Ski Maint. Bldg. Omni Mt Washington Hotel & Resort	Ski Maintenance Building Mnt Bldg	BW10	6/4/2010

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2018 06/01/2018	64389	66542	2153	32	67	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	3585	133	BALANCE FORWARD	\$0.00
04/04/2018	33	14434	437		
03/05/2018	29	12837	443	WATER USAGE HOTEL 0.0053/GAL	\$11.48 //
02/01/2018	28	13360	477	WATER BASE 5/8 HOTEL	\$9.91
01/05/2018	28	12832	458		
12/05/2017	33	5390	163		
11/06/2017	30	1172	39		
10/10/2017	29	1209	42		
09/06/2017	8	1710	214		
08/04/2017	31	1860	60		
06/30/2017	35	3585	102		
06/05/2017	27	1670	62	TOTAL DUE	\$21.39

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6/15

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW11	6/29/2010
Amount Due	Amount Paid
\$441.87	

For Service at:  
Spa Building Spa Bldg

Spa Bldg. Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

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BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Spa Bldg. Omni Mt Washington Hotel & Resort	Spa Building Spa Bldg	BW11	6/4/2010

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2018 06/01/2018	4932325	4971920	39595	32	1237	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	36528	1353	BALANCE FORWARD	\$0.00
04/04/2018	33	49951	1514		
03/05/2018	29	46848	1615		
02/01/2018	28	71214	2543	WATER USAGE HOTEL 0.0053/GAL	\$211.04
01/05/2018	28	44010	1572	WATER BASE 3" HOTEL	\$230.83
12/05/2017	33	37821	1146		
11/06/2017	29	45119	1556		
10/10/2017	23	50108	2179		
09/06/2017	32	54792	1712		
08/04/2017	31	50934	1643		
06/30/2017	35	36528	1044		
06/05/2017	27	40000	1481	TOTAL DUE	\$441.87

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6/5

**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW12	6/29/2010
Amount Due	Amount Paid
\$30.41	

For Service at:  
Stables Stables

Omni Mt Washington Hotel & Resort  
Stables  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
Abenaki Water Company  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

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BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Omni Mt Washington Hotel & Resort	Stables Stables	BW12	6/4/2010

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2018	06/01/2018	34352	38198	3846	32	120
						MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	1957	72	BALANCE FORWARD	\$0.00
04/04/2018	33	5124	155		
03/05/2018	29	5641	195	WATER USAGE HOTEL 0.0053/GAL	\$20.50
02/01/2018	28	5353	191	WATER BASE 5/8 HOTEL	\$9.91
01/05/2018	28	6293	225		
12/05/2017	33	4090	124		
11/06/2017	30	3368	112		
10/10/2017	29	5636	194		
09/06/2017	14	7720	551		
08/04/2017	31	6900	223		
06/30/2017	35	1957	56		
06/05/2017	27	2050	76	TOTAL DUE	\$30.41

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Abenaki Water Company Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

*R 6/5*

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/4/2010

Account No.	Date Due
BW202	6/29/2010
Amount Due	Amount Paid
\$18,913.97	

For Service at:  
 Hotel 6" Meter

Omni Mt. Washington Hotel & Resort  
 310 Mt Washington Hotel Rd  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

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FOR OFFICE USE ONLY

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt. Washington Hotel & Resort		Hotel 6" Meter		BW202	6/4/2010		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2018	06/01/2018	14867832	18091589	3223857	32	105474	MONTHLY
04/30/2018	06/01/2018	1153319	1304637	151318			

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	2907208	107674	BALANCE FORWARD	\$0.00
04/04/2018	33	2532175	76733	WATER USAGE HOTEL 0.0053/GAL	\$17,183.16 ✓
03/05/2018	29	2391288	82458	WATER BASE 6" HOTEL	\$924.29 ✓
02/01/2018	28	2413641	86201	WATER USAGE HOTEL 0.0053/GAL	\$806.52 ✓
01/05/2018	28	2920850	104316	WATER BASE 6" HOTEL	\$0.00
12/05/2017	34	2118280	62302		
11/06/2017	30	2021057	67369		
10/10/2017	29	1909493	65845		
09/06/2017	26	2226520	85635		
08/04/2017	16	2330000	145625		
06/30/2017	35	2907208	83063		
06/05/2017	27	1508000	55852	TOTAL DUE	\$18,913.97

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

*R 6/5*

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/4/2010

Account No.	Date Due
BW337123	6/29/2010
Amount Due	Amount Paid
\$230.83	

For Service at:  
Portable Hydrant 123 Portable

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
Abenaki Water Company  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

† FOR OFFICE USE ONLY †

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Portable Hydrant 123 Portable		BW337123	6/4/2010	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2018 06/01/2018	719600	719600	0	32		MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
				BALANCE FORWARD	\$0.00
05/02/2018	27	0	0		
04/04/2018	34	0	0		
03/05/2018	28	0			
02/01/2018	31	1000	32		
01/05/2018	31	372600	12019		
12/05/2017	31	234200	7555		
11/06/2017	29	800	28		
10/10/2017	29	0	0		
09/06/2017	32	0	0		
08/04/2017	31	0	0		
06/30/2017	35	0	0		
06/05/2017	27	0	0		
				TOTAL DUE	\$230.83

Rosebrook Water Consumer Confidence Report for 2017 can be found on our website at [www.abenakiwatercompany.com](http://www.abenakiwatercompany.com) and click on the News section to view. As a reminder information regarding system emergencies and updates

can be found in the News section on our website.  
Your next meter reading will be on or around July 2, 2018

Abenaki Water Company Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

*R 6/5*

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/4/2010

Account No.	Date Due
BW337124	6/29/2010
Amount Due	Amount Paid
\$230.83	

For Service at:  
 Portable Hydrant 124 Portable

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

<b>BILLED TO</b>	<b>FOR SERVICE AT</b>	<b>ACCOUNT NO</b>	<b>BILL DATE</b>
Omni Mt Washington Hotel & Resort	Portable Hydrant 124 Portable	BW337124	6/4/2010
<b>READING PERIOD</b>	<b>PREVIOUS READ</b>	<b>PRESENT READ</b>	<b>USAGE IN GALLONS</b>
			<b>DAYS</b>
			<b>AVG DAILY USG IN GALLONS</b>
			<b>Bill Frequency</b>

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/02/2018	27	0	0	BALANCE FORWARD	\$0.00
04/04/2018	34	0	0		
03/05/2018	28	0	0	WATER USAGE HOTEL 0.0053/GAL	\$0.00
02/01/2018	5	0	0	WATER BASE 3" HOTEL	\$230.83
01/05/2018	5	0	0		
12/05/2017	31	0	0		
11/06/2017	29	0	0		
10/10/2017	29	0	0		
09/06/2017	32	0	0		
08/04/2017	31	0	0		
06/30/2017	35	0	0		
06/05/2017	27	0	0	TOTAL DUE	\$230.83

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

33  
 6/5

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW01	7/5/2019
Amount Due	Amount Paid
\$143.44	

For Service at:  
 Administrative Building Admin Bldg.

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt Washington Hotel & Resort		Administrative Building Admin Bldg.		BW01	6/5/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	120661	125469	4808	31	155	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	2285	79
04/03/2019	32	7281	228
03/01/2019	28	10556	377
02/04/2019	31	10710	345
01/02/2019	31	6808	220
12/05/2018	31	810	26
11/05/2018	30	5660	189
10/03/2018	30	11076	369
09/04/2018	31	12368	399
08/02/2018	31	9344	301
07/05/2018	28	2285	82
06/04/2018	32	361	11

Detail	Summary
BALANCE FORWARD	\$63.81
WATER USAGE HOTEL 0.00627/GAL	\$30.15
WATER BASE 1" HOTEL	\$49.48
<b>TOTAL DUE</b>	<b>\$143.44</b>

*Handwritten:* 79.65 R 45

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249



# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW02	7/5/2019
Amount Due	Amount Paid
\$162.10	

For Service at:  
 Sprung Building/Alpine Club Alpine Cib

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO	FOR SERVICE AT	ACCOUNT NO.	BILL DATE
Omni Mt Washington Hotel & Resort	Sprung Building/Alpine Club Alpine Cib	BW02	6/5/2019

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	BILL Frequency
04/30/2019	05/31/2019	75908	77000	1092	31	MONTHLY
04/30/2019	05/31/2019	99869	99892	23		

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	4170	144
04/03/2019	32	43807	1369
03/01/2019	28	30840	1101
02/04/2019	31	18373	593
01/02/2019	31	14709	474
12/05/2018	31	4311	139
11/05/2018	30	1011	34
10/03/2018	30	2935	98
09/04/2018	31	9	0
08/02/2018	31	126	4
07/05/2018	28	4170	149
06/04/2018	32	980	31

Detail	Summary
BALANCE FORWARD	\$90.63
WATER USAGE HOTEL 0.00627/GAL	\$6.85
WATER BASE 1" HOTEL	\$49.48
WATER USAGE HOTEL 0.00627/GAL	\$0.14
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$162.10</b>

71.47  
 6/5

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW03	7/5/2019
Amount Due	Amount Paid
\$420.59	

For Service at:  
Bretton Arms Arms

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE
Omni Mt Washington Hotel & Resort		Bretton Arms Arms		BW03		6/5/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	1271707	1311043	39336	31	1269 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	11960	412
04/03/2019	32	71626	2238
03/01/2019	28	78957	2820
02/04/2019	31	75688	2442
01/02/2019	31	66859	2157
12/05/2018	31	54574	1760
11/05/2018	30	86992	2900
10/03/2018	30	82421	2747
09/04/2018	31	112037	3614
08/02/2018	31	96168	3102
07/05/2018	28	11960	427
06/04/2018	32	26740	836

Detail	Summary
BALANCE FORWARD	\$124.47
WATER USAGE HOTEL 0.00627/GAL	\$246.64
WATER BASE 1" HOTEL	\$49.48
<b>TOTAL DUE</b>	<b>\$420.59</b>

*296.12*  
*7/5/19*

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW04	7/5/2019
Amount Due	Amount Paid
\$60.90	

For Service at:  
 Caretaker's House Caretaker

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Caretaker's House Caretaker		BW04	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	43616	46255	2639	31	85 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	2288	79
04/03/2019	32	2905	91
03/01/2019	28	2470	88
02/04/2019	31	3080	99
01/02/2019	31	3146	101
12/05/2018	31	2885	93
11/05/2018	30	2192	73
10/03/2018	30	2759	92
09/04/2018	31	2994	97
08/02/2018	31	2442	79
07/05/2018	28	2288	82
06/04/2018	32	2782	87

Detail	Summary
BALANCE FORWARD	\$29.35
WATER USAGE HOTEL 0.00627/GAL	\$16.55
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$60.90</b>

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW05	7/5/2019
Amount Due	Amount Paid
\$191.94	

For Service at:  
 Fabyan's Fabyans

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

↓ FOR OFFICE USE ONLY ↓

BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Omni Mt Washington Hotel & Resort	Fabyan's Fabyans	BW05	6/5/2019

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USE IN GALLONS	Bill Frequency
04/30/2019 05/31/2019	697270	707319	10049	31	324	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/01/2019	29	15779	544	BALANCE FORWARD	\$113.93
04/03/2019	32	39436	1232		
03/01/2019	28	44099	1575	WATER USAGE HOTEL 0.00627/GAL	\$63.01
02/04/2019	31	41005	1323	WATER BASE 5/8 HOTEL	\$15.00
01/02/2019	31	33593	1084		
12/05/2018	31	22937	740		
11/05/2018	30	43591	1453		
10/03/2018	30	37927	1264		
09/04/2018	31	62559	2018		
08/02/2018	31	56329	1817		
07/05/2018	28	15779	564		
06/04/2018	32	22693	709	TOTAL DUE	\$191.94

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW06	7/5/2019
Amount Due	Amount Paid
\$38.06	

For Service at:  
 Ski - First Aid Building First Aid

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Ski - First Aid Building First Aid		BW06	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG. IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	35460	36066	606	31	20 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	679	23
04/03/2019	32	1670	52
03/01/2019	28	1598	57
02/04/2019	31	18104	584
01/02/2019	31	2410	78
12/05/2018	31	1057	34
11/05/2018	30	472	16
10/03/2018	30	478	16
09/04/2018	31	572	18
08/02/2018	31	401	13
07/05/2018	28	679	24
06/04/2018	32	314	10

Detail	Summary
BALANCE FORWARD	\$19.26
WATER USAGE HOTEL 0.00627/GAL	\$3.80
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$38.06</b>

*Handwritten:* 18.8 P 6/5

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW07	7/5/2019
Amount Due	Amount Paid
\$260.00	

For Service at:  
 Nordic / Golf Building Golf Bldg

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE	
Omni Mt Washington Hotel & Resort		Nordic / Golf Building Golf Bldg		BW07	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	472561	489426	16865	31	544 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	8820	304
04/03/2019	32	21770	680
03/01/2019	28	24716	883
02/04/2019	31	21876	706
01/02/2019	31	33133	1069
12/05/2018	31	21125	681
11/05/2018	30	24764	825
10/03/2018	30	41814	1394
09/04/2018	31	42737	1379
08/02/2018	31	39757	1282
07/05/2018	28	8820	315
06/04/2018	32	19054	595

Detail	Summary
BALANCE FORWARD	\$104.78
WATER USAGE HOTEL 0.00627/GAL	\$105.74
WATER BASE 1" HOTEL	\$49.48
<b>TOTAL DUE</b>	<b>\$260.00</b>

*155.22 R 6/5*

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 32 Artisan Ct. Unit 2 Gilford, NH 03249

~~Abenaki~~ Abenaki Water Company

32 Artisan Ct. Unit 2  
Gilford, NH 03249

Bill date:  
6/5/2019

Account No.	Date Due
BW08	7/5/2019
Amount Due	Amount Paid
\$807.89	

For Service at:  
Outdoor Pool/Cabana PoolCabana

Omni Mt Washington Hotel & Resort  
310 Mt Washington Hotel Rd.  
Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
32 Artisan Ct. Unit 2  
Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

\* FOR OFFICE USE ONLY \*

BILLED TO:		FOR SERVICE AT		ACCOUNT NO:		BILL DATE	
Omni Mt Washington Hotel & Resort		Outdoor Pool/Cabana PoolCabana		BW08		6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	4687342	4731812	44470	31	1435	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY	Detail	Summary
05/01/2019	30	20137	671	BALANCE FORWARD	\$327.66
04/03/2019	31	34930	1127		
03/01/2019	28	34660	1238	WATER USAGE HOTEL 0.00627/GAL	\$278.83
02/04/2019	31	34276	1106	WATER BASE 2" HOTEL	\$201.40
01/02/2019	31	30405	981		
12/05/2018	31	19940	643		
11/05/2018	30	34918	1164		
10/03/2018	30	41681	1389		
09/04/2018	31	74605	2407		
08/02/2018	31	58781	1896		
07/05/2018	28	20137	719		
06/04/2018	32	58974	1843	TOTAL DUE	\$807.89

*480.83*  
*R 6/5*

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**Abenaki Water Company** Phone: (603) 293-8580  
32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW09	7/5/2019
Amount Due	Amount Paid
\$1,585.11	

For Service at:  
 Ski Area Building

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE	
Omni Mt Washington Hotel & Resort		Ski Area Building		BW09		6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019 05/31/2019	2686978	2782827	95849	31	3092	MONTHLY	

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	92717	3197
04/03/2019	32	226806	7088
03/01/2019	28	273036	9751
02/04/2019	31	241467	7789
01/02/2019	31	178811	5768
12/05/2018	31	60295	1945
11/05/2018	30	72497	2417
10/03/2018	30	64796	2160
09/04/2018	31	195941	6321
08/02/2018	31	53471	1725
07/05/2018	28	92717	3311
06/04/2018	32	28651	895

Detail	Summary
BALANCE FORWARD	\$782.74
WATER USAGE HOTEL 0.00627/GAL	\$600.97
WATER BASE 2" HOTEL	\$201.40
<b>TOTAL DUE</b>	<b>\$1,585.11</b>

*802.37*  
*R G/S*

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249



# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW10	7/5/2019
Amount Due	Amount Paid
\$54.99	

For Service at:  
 Ski Maintenance Building Mnt Bldg

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE	
Omni Mt Washington Hotel & Resort		Ski Maintenance Building Mnt Bldg		BW10	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	131599	133135	1536	31	50 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	2450	84
04/03/2019	32	10706	335
03/01/2019	28	12057	431
02/04/2019	31	15672	506
01/02/2019	31	12650	408
12/05/2018	31	4969	160
11/05/2018	30	1304	43
10/03/2018	30	1347	45
09/04/2018	31	1312	42
08/02/2018	31	1259	41
07/05/2018	28	2450	88
06/04/2018	32	2153	67

Detail	Summary
BALANCE FORWARD	\$30.36
WATER USAGE HOTEL 0.00627/GAL	\$9.63
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$54.99</b>

*Handwritten:* 24.63, 6/5

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW11	7/5/2019
Amount Due	Amount Paid
\$1,493.24	

For Service at:  
 Spa Building Spa Bldg

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE
Omni Mt Washington Hotel & Resort		Spa Building Spa Bldg		BW11		6/5/2019
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG. IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	5603051	5646623	43572	31	1406 MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	54686	1823
04/03/2019	31	55021	1775
03/01/2019	27	41371	1532
02/04/2019	32	60760	1899
01/02/2019	32	60760	1899
12/05/2018	31	84982	2741
11/05/2018	30	59750	1992
10/03/2018	30	54856	1829
09/04/2018	31	51424	1659
08/02/2018	31	48637	1569
07/05/2018	28	54686	1953
06/04/2018	32	39595	1237

Detail	Summary
BALANCE FORWARD	\$781.46
WATER USAGE HOTEL 0.00627/GAL	\$273.20
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$1,493.24</b>

*7/11/18 R G/S*

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 32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW12	7/5/2019
Amount Due	Amount Paid
\$100.10	

For Service at:  
 Stables Stables

Omni Mt Washington Hotel & Resort  
 Stables  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

▼ FOR OFFICE USE ONLY ▼

BILLED TO		FOR SERVICE AT		ACCOUNT NO		BILL DATE	
Omni Mt Washington Hotel & Resort		Stables Stables		BW12		6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency	
04/30/2019	05/31/2019	105682	110134	4452	31	144	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	29	6729	232
04/03/2019	32	6041	189
03/01/2019	28	3127	112
02/04/2019	31	3909	126
01/02/2019	31	7972	257
12/05/2018	31	11187	361
11/05/2018	30	6158	205
10/03/2018	30	6279	209
09/04/2018	31	5670	183
08/02/2018	31	4909	158
07/05/2018	28	6729	240
06/04/2018	32	3846	120

Detail	Summary
BALANCE FORWARD	\$57.19
WATER USAGE HOTEL 0.00627/GAL	\$27.91
WATER BASE 5/8 HOTEL	\$15.00
<b>TOTAL DUE</b>	<b>\$100.10</b>

*Handwritten notes:*  
 42.91  
 0/5  
 (A circular stamp with a star-like pattern is partially visible over the handwritten notes.)

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW202	7/5/2019
Amount Due	Amount Paid
\$21,162.54	

For Service at:  
 Hotel 6" Meter

Omni Mt. Washington Hotel & Resort  
 310 Mt Washington Hotel Rd  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

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BILLED TO		FOR SERVICE AT		ACCOUNT NO	BILL DATE		
Omni Mt. Washington Hotel & Resort		Hotel 6" Meter		BW202	6/5/2019		
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	BILL Frequency	
04/30/2019	05/31/2019	5207329	5618173	410844	31	44825	MONTHLY
04/30/2019	05/31/2019	30360190	31338930	978740			

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	1145359	38179
04/03/2019	31	1730444	55821
03/01/2019	28	1765606	63057
02/04/2019	31	2028794	65445
01/02/2019	31	1837384	59270
12/05/2018	31	1657023	53452
11/05/2018	30	2236733	74558
10/03/2018	30	1975812	65860
09/04/2018	31	2190100	70648
08/02/2018	32	2767563	86486
07/05/2018	28	1145359	40906
06/04/2018	32	3375175	105474

Detail	Summary
BALANCE FORWARD	\$10,693.70
WATER USAGE HOTEL 0.00627/GAL	\$2,575.99
WATER USAGE HOTEL 0.00627/GAL	\$6,136.70
WATER BASE 6" HOTEL	\$0.00
WATER BASE 6" HOTEL	\$1,756.15
<b>TOTAL DUE</b>	<b>\$21,162.54</b>

*Handwritten notes:*  
 10,468.84  
 6/5

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

# Abenaki Water Company

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW337123	7/5/2019
Amount Due	Amount Paid
\$877.16	

For Service at:

Portable Hydrant 123 Portable

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Please return top portion with payment and write your account number on the front of check.

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BILLED TO	FOR SERVICE AT	ACCOUNT NO	BILL DATE
Omni Mt Washington Hotel & Resort	Portable Hydrant 123 Portable	BW337123	6/5/2019

READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	1382400	1382400	0	31	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	0	0
04/03/2019	31	0	0
03/01/2019	27	0	0
02/04/2019	32	0	0
01/02/2019	32	662700	20709
12/05/2018	31	100	3
11/05/2018	29	0	0
10/03/2018	31	0	0
09/04/2018	31	0	0
08/02/2018	32	0	0
07/05/2018	28	0	0
06/04/2018	31	0	0

Detail	Summary
BALANCE FORWARD	\$438.58
WATER USAGE HOTEL 0.00627/GAL	\$0.00
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$877.16</b>

*Handwritten:*  
 438.58  
 ↑  
 6/5

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 32 Artisan Ct. Unit 2 Gilford, NH 03249

**Abenaki Water Company**

32 Artisan Ct. Unit 2  
 Gilford, NH 03249

Bill date:  
 6/5/2019

Account No.	Date Due
BW337124	7/5/2019
Amount Due	Amount Paid
\$877.16	

For Service at:  
 Portable Hydrant 124 Portable

Omni Mt Washington Hotel & Resort  
 310 Mt Washington Hotel Rd.  
 Bretton Woods, NH 03575

Please make checks payable to:  
**Abenaki Water Company**  
 32 Artisan Ct. Unit 2  
 Gilford, NH 03249

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FOR OFFICE USE ONLY

BILLED TO		FOR SERVICE AT		ACCOUNT NO.	BILL DATE	
Omni Mt Washington Hotel & Resort		Portable Hydrant 124 Portable		BW337124	6/5/2019	
READING PERIOD	PREVIOUS READ	PRESENT READ	USAGE IN GALLONS	DAYS	AVG DAILY USG IN GALLONS	Bill Frequency
04/30/2019	05/31/2019	161	161	0	31	MONTHLY

BILL DATE	DAYS	USAGE	AVG DAILY
05/01/2019	30	0	0
04/03/2019	31	0	0
03/01/2019	27	0	0
02/04/2019	32	0	0
01/02/2019	32	0	0
12/05/2018	31	0	0
11/05/2018	29	0	0
10/03/2018	31	0	0
09/04/2018	31	0	0
08/02/2018	32	0	0
07/05/2018	28	0	0
06/04/2018	31	0	0

Detail	Summary
BALANCE FORWARD	\$438.58
WATER USAGE HOTEL 0.00627/GAL	\$0.00
WATER BASE 3" HOTEL	\$438.58
<b>TOTAL DUE</b>	<b>\$877.16</b>

*Handwritten:* 438.58 R 6/5

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**Abenaki Water Company** Phone: (603) 293-8580  
 32 Artisan Ct. Unit 2 Gilford, NH 03249

CHAIRMAN  
Thomas B. Getz

COMMISSIONERS  
Clifton C. Below  
Amy L. Ignatius

EXECUTIVE DIRECTOR  
AND SECRETARY  
Debra A. Howland



**PUBLIC UTILITIES COMMISSION**  
21 S. Fruit Street, Suite 10  
Concord, N.H. 03301-2429

Tel. (603) 271-2431

FAX (603) 271-3878

TDD Access: Relay NH  
1-800-735-2964

Website:  
[www.puc.nh.gov](http://www.puc.nh.gov)



June 29, 2011

Debra A. Howland, Executive Director  
N.H. Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301

Re: DW 11-117 Rosebrook Water Company, Inc.  
Request to Use CIAC Funds for 2011 Capital Improvement Plan

Dear Ms. Howland:

On May 26, 2011 Rosebrook Water Company, Inc. (Rosebrook) filed a request to use funds from a CIAC account for specified capital improvements to be constructed in 2011. Rosebrook provides service to some 400 customers within its franchise covering limited portions of the towns of Bethlehem and Carroll and of the unincorporated township of Crawford's Purchase. Its customers comprise the Bretton Woods resort community, including the company's largest customer, the Mount Washington Hotel (MWH).

By way of background, the CIAC fund was established in 2000 by Order 23,441 (85 NH PUC 150 (2000)) to receive monies contributed by the Town of Carroll and MWH, the latter under a 5-year special contract approved by Order No. 23,379 (85 NH PUC 1 (2000)). While contributions from both sources have since ceased, approximately \$212,350 remains in the account. The status of the account was most recently addressed in Docket No. DW 06-149, and a more complete history is given in Order 24,773 in that docket (92 NH PUC 266 (2007)). Docket No. DW 06-149 was opened to consider the sale and transfer of Rosebrook's stock from the then-owner of MWH to BW Land Holdings, LLC (BW). Order No. 24,773 addressed, among other things, a number of reporting and compliance issues regarding use of the account, as well as the need for capital improvements in the system.

On March 25, 2011, Staff met with the company at its request to review the status of various requirements contained in the settlement agreement approved in DW 06-149. The company acknowledged it had not complied with a number of those requirements, and followed up with a letter to Mark A. Naylor, Director of the Gas and Water Division, on March 31, 2011. That letter is attached.

Issues related to the proposed capital improvements, CIAC fund compliance and other matters are addressed under separate headings below.

DW 11-117 Rosebrook Water Company, Inc.  
Request to Use CIAC Funds for 2011 Capital Improvement Plan  
Page 2 of 3

A. Capital Improvements

One of the conditions of use of the CIAC fund is preapproval of any expenditure from it (see Order 23,441 above). As such, the company is requesting permission in the current docket to use most or all of the remaining monies in the fund on specified capital improvements to be constructed this year and estimated to cost between \$200,000 and \$220,000. A summary of the improvements is provided in the filing.

The March 31, 2011 letter to Staff noted a number of recent positive efforts by the company to address operational and improvements needs in the areas of: leak detection, backflow prevention, pump station upgrades, servicing of distribution system valves, and metering. The proposed 2011 improvements will significantly add to this list. The March 31 letter brought the company current on capital improvement reporting requirements stemming from DW 06-149, and the company committed to continue that compliance going forward. The company also provided responses, dated June 14, 2011, to data requests from Staff regarding the improvements and other matters, and those responses are attached.

Some of the proposed 2011 improvements address deficiencies identified in an October 22, 2010 NH Department of Environmental Services Sanitary Survey report (attached). Others address other longstanding system needs identified in Order 24,773 and elsewhere. Specifically, the improvements will address the deteriorating structural integrity of the water storage tank roof, provide permanent power to the tank level telemetry system to prevent recurring tank overflows, help attenuate the very high pressures in the Rosebrook system, and generally provide additional reliability of service to this resort area, including during prolonged power outages. As such Staff recommends approval of use of the CIAC funds for the projects proposed.

B. CIAC Fund Compliance

Order 23,441 established conditions for use of the CIAC fund including not only pre-authorization of expenditures from the fund, but various reporting requirements as well. The company's past failure to comply with those requirements under previous ownership was noted in Order 24,773. Regarding pre-authorization, in DW 06-149 the company "sought approval after the fact for \$89,643.26 in expenditures it made" from the fund (Order 24,773, btm of p. 3). However, on a going-forward basis the company "agreed to assume the responsibilities of managing the CIAC account in strict accordance with the 2000 order approving the fund, including: (a) seeking prior approval of the Commission regarding use of funds from the CIAC account, and (b) providing semi-annual detailed report accounting for all receipts and disbursements from the CIAC account." (Order 24,773, p. 7) However, as noted in the March 31, 2011 letter to Staff, the company failed to comply with the reporting requirements, and expended \$16,578 from the fund in October 2008 for purchase of a truck without authorization.



DW 11-117 Rosebrook Water Company, Inc.  
Request to Use CIAC Funds for 2011 Capital Improvement Plan  
Page 3 of 3

C. Auction

Staff notes that a foreclosure auction of some 900 acres of Bretton Woods area properties, surrounding but not including MWH and the Bretton Woods Ski Area, occurred on June 22, 2011. The properties include two golf courses and a number of planned residential development areas. Rosebrook was among the properties auctioned, purportedly conditioned on approval by this commission. The buyer is reported to be CNL Lifestyle Properties, which already owns MWH and the ski area. Rosebrook has indicated the transfer is expected to have no impact on completion of the proposed 2011 improvements (responses to Staff 1-6 and 1-7).

Staff believes the transfer of Rosebrook requires Commission approval, and we would anticipate a filing in the near future.

D. Tariff

Staff has also identified issues with the company's tariff needing clarification or resolution, and is awaiting the company's response to same. The company has indicated it would be able to formulate a response by June 30, 2011 (response to Staff 1-4).

Staff has reviewed the company's filing, data responses, and other materials as outlined above. Staff recommends approval of the use of CIAC funds for the proposed 2011 capital improvements, under the strict conditions that those funds be retained by the company and used only for the purposes intended.

Given the circumstances surrounding the CIAC fund, Staff also recommends approval *nunc pro tunc* of the 2008 withdrawal of \$16,578 for the vehicle purchase. While in no way excusing the company's compliance failures, the fact that the fund may essentially be depleted if the projects are approved and constructed as planned may make the requirements related to the fund somewhat moot unless and until the fund is replenished from some source.

If there are any questions regarding these matters, please let me know.

Sincerely,



Douglas W. Brogan  
Utility Engineer

Attachments

cc: Service List

**ROSEBROOK WATER COMPANY, INC.**

---

**210 Mount Washington Hotel Road, Bretton Woods, NH 03575**

March 31, 2011

Mark A. Naylor, Director  
Gas and Water Division  
NH Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301

Re: Rosebrook Water Company, Inc. ("Rosebrook Water") April 10, 2007 Settlement Agreement.

Dear Mr. Naylor:

Thank you for meeting with Mike Brunetti, Dana Bisbee and me last Friday. We appreciated your taking time to work through our questions and mutual issues of interest. This letter attempts to comprehensively address the terms of the April 10, 2007 Settlement Agreement among the PUC Staff, Rosebrook Water Company, Inc., MWH Preservation Limited Partnership and BW Land Holdings, LLC. We submit herewith the semi-annual report required by Par. D.5.b of the Agreement on the Contribution in Aid of Construction (CAIC) Fund and the annual reporting requirements by Par. D.8. Each of these reports is enclosed.

We have not provided you all of the documentation in the manner and frequency required; this oversight will not be repeated.

D.1. Deposit of \$105,000 into CIAC account.

On 01/08/2008 the Company received the \$105,000 payment from the MWH and deposited it into the operating account to replace the \$105,000 the Company had transferred to the CIAC fund in August 2007. The original deposit is listed on the attached CIAC report.

D.2 Revise Company tariff

From our discussion on March 25, 2011 it appeared to both the Commission and the Company that the Company tariff has not been updated beyond the version issued from Robert

**Rosebrook Water Company, Inc. . 210 Mount Washington Hotel Road, Bretton Woods, NH 03575**

Satter on April 30, 1996 with an additional revision issued from Wayne Presby on April 01, 2000. The usage rate of \$.404 per hundred gallons is still in effect today. Any tariff revisions will be addressed after an analysis of the 2010 financial statements and most appropriate use of existing CIAC funds.

#### D.3 Special Contract with CNL

The special contract with the Mount Washington Hotel was eliminated.

#### D.4 Reconstruct accounting

All available accounting records were researched to determine the transfer details from the three different accounting systems under owners Satter to Presby to BW Land Holdings, LLC. These were coordinated with each year's PUC report, [Section F-8 UTILITY PLANT IN SERVICE (ACCOUNTS 101 and 104)], and further coordinated with each annual depreciation expense/accumulated depreciation schedule. This spreadsheet lists assets within each asset class in as much detail as could be located; in particular it breaks out the June 2000 opening entry on QuickBooks-Rosebrook Water, LLC "PP&E - \$567,966.69" into eight distinct asset categories. This amount was reduced at year end 2000 to \$502,274 by an accumulated depreciation re-class of \$62,569 and three disposals and is still carried at that amount through 2010. The spreadsheet has complete detail from 1999 to 2010. This spreadsheet will be updated as the Company adds to plant in 2011 and future years. Depreciation is recorded monthly and adjusted at year end.

#### D.5. PUC approval re: use of CIAC funds / Semi-annual detailed report

The Company anticipates making a request for use of CIAC funds.

The Company has reported on CIAC as part of its PUC Annual Report. However, we have not provided the semi-annual detailed report accounting for all receipts and disbursements. Aside from the \$105,000 deposit, the CAIC account has only two types of activity from 2007 to present: monthly interest and the purchase in October, 2008 of a GMC SIERRA 1500 1/2 ton short bed 4X4. The amortization of CIAC is recorded monthly and adjusted at year end. See the enclosed Semi-annual Report Section D.5b.

#### D.6. Replace elbow/fitting / Potential system improvements

On May 10, 2010, work began on replacing the rusted elbow in the Rosebrook Water pump house. Initially, the plan was to replace piping from the 10" elbow under the pump house floor to and including the 6" flange tee on the pump discharge. A pipe joint restraint failed in the early morning that day causing a major flood in the pump station. Because of this, additional

pipng (approx. 40' of 10" DI), joints and gaskets had to be installed. Due to the extra work involved, the job was finally completed on May 20, 2010.

See the enclosed Rosebrook Water additional annual reporting requirements Section D.8a for significant improvements in 2010 and attachment D.8c for planned improvements in 2011.

#### D.7 Replace solar panel / Meter water used for snowmaking on the tubing hill

The solar panels at the water tank will be replaced with a hard-wired system by October 1, 2011. The water tank cover itself needs improvements that must be completed by this date per the NHDES. We intend to do all work within the same time frame.

In November 2007, a portable meter and separate backflow preventer were purchased to be used for metering water used to make snow for the tubing hill and other locations where meters were not installed. Two additional combined meters and backflow preventers were purchased in November 2009.

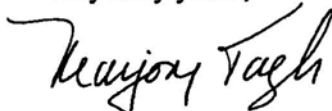
#### D.8. Rosebrook Water additional annual reporting requirements – See Enclosed

- a. See Section D.8a - for list of significant improvements during 2010.
- b. See Section D.8b - for list of engineering studies / report.
- c. See Section D.8c - for list of planned improvements for 2011
- d. See Section D.8d - for report detailing water produced, consumed and lost.
- e. See Section D.8e - for summary of leak detection and other measures.

With this comprehensive submittal, the Company believes that it has complied with the term of the Settlement Agreement. For those provisions (D.5b and D.8 a –e) of the Settlement Agreement that are on-going, we commit to provide such information regularly and on time.

Thank you very much, Mark, for your review and consideration of this submittal, and again for meeting with us last week.

Very truly yours,



Marjory Taylor  
Controller, RBW  
cc: Charles Adams

Rosebrook Water Company, Inc. . 210 Mount Washington Hotel Road, Bretton Woods, NH 03575

**ROSEBROOK WATER COMPANY, INC.**

**ANNUAL REPORT REQUIRED BY PARAGRAPH D.8 OF THE  
APRIL 10, 2007 SETTLEMENT AGREEMENT**

(Submitted March 31, 2011)

a. **Significant Improvements to the Water System:**

1. In November 2007, a portable meter and separate backflow preventer were purchased to be used for metering water used to make snow for the tubing hill and other locations where meters were not installed. Two additional combined meters and backflow preventers were purchased in November 2009.
2. On May 10, 2010, work began on replacing the rusted elbow in the Rosebrook Water pump house. Initially, the plan was to replace piping from the 10" elbow under the pump house floor to and including the 6" flange tee on the pump discharge. A pipe joint restraint failed on late 5/10/11 or early morning 5/11/2011 causing a major flood in the pump station. Because of this, additional piping (approximately 40' of 10" **DI**), joints and gaskets had to be installed. Due to the extra work involved, the job was finally completed on May 20, 2010.
3. In December 2010 we began enforcing the cross-connection program as outlined in the Tariff. Testing of all backflow preventers was completed and owners of either failed or non-existent backflows were told to repair them or install new ones. As of March 2011, this process is almost complete. A total of 11 backflow preventers were repaired or installed.
4. In the summer of 2010 we began repairing, cleaning out, installing extensions on and exercising water service valves. Approximately 25 extensions were installed.
5. The solar panels at the water tank will be replaced with a hard-wired system by October 1, 2011. The water tank itself needs improvements that must be completed by this date per the NHDES. We intend to do all work within the same time frame.

b. **Engineering or Other Reviews: Copies of Original Reports to follow**

1. Horizons Engineering Report: *Project No. 09125 Rosebrook Water – “Pressure Surge Assessment for Rosebrook”*
2. Horizons Engineering Report: *Project No. 10305 Storage Tank Inspection*
3. Horizons Engineering Report: *Project No. 07003 BW Resort Management Company – Mount Washington Hotel Water Supply*
4. Horizons Engineering Report: *Project No. 10150 – Rosebrook Water Company – Pump Station Rehabilitation.*

c. **Capital Improvements Plan and Budget for 2011:**

See attached.

d. **Report on Water Production, Consumption and Loss:**

This information has been regularly provided to Commission Staff on a quarterly basis.

e. **Summary of Leak Detection and Other Measures to Address Water Loss:**

In 2009, Granite State Rural Water Association performed leak detection on hydrants, some mains, and service shut offs. Six leaks were located and repaired.

In 2010, Heath Consultants performed leak detection on all main valves, service valves and hydrants. Seven leaks were located. All except 2 hydrants with small leaks have been repaired.

We will continue with leak detection through GSRWA in 2011 unless they lose Federal funding and are unable to provide this service.

**Rosebrook Water Company, Inc.**  
**2011 Capital Improvement Plan (CIP)**  
 March 31, 2011

Description	2011		Notes
	Low Est.	High Est.	
	Power to water tank	\$ 7,500	
Replace water tank cover/repairs to tank.			
Design/Engineering	\$ 42,000	\$ 42,000	
Roof Construction/Tank Repairs	\$ 40,000	\$ 40,000	
Install pressure reducer in water main	\$ 50,000	\$ 65,000	"lesser deficiency" in San Survey
Generator for water pumps	\$ 27,000	\$ 27,000	"lesser deficiency" in San Survey
Valve Exerciser	\$ 5,000	\$ 7,000	
Replace broken valves(2-3/year) located while exercising them	\$ 4,000	\$ 6,000	Horizons did valve study
Backup submersible pump for pump house	\$ 10,000	\$ 12,000	
Soda ash pumps (2)	\$ 2,000		spare
Chlorine pumps (2)	\$ 500		spare
Mud hen	\$ 3,000		
<b>Subtotal</b>	\$ 191,000	\$ 209,000	
<b>5% Contigency</b>	\$ 9,550	\$ 10,450	
<b>Total Requested from CIAC</b>	\$ 200,550	\$ 219,450	
<b>Current Balance of CIAC Fund</b>	\$ 212,350	\$ 212,350	
<b>Escrow remaining (needed)</b>	11,800	(7,100)	

**ROSEBROOK WATER COMPANY, INC.****SEMI-ANNUAL REPORT REQUIRED BY PARAGRAPH D.5.d OF THE APRIL 10, 2007  
SETTLEMENT AGREEMENT (In re Contribution in Aid of Construction Fund) (Submitted  
March 31, 2011)**

The following RBW General Ledger report sets forth the current balance, interest accrued and disbursements made from the Rosebrook Water Company's Contribution in Aid of Construction Fund:

Type	Date	Num	Name	Memo	Amount	Balance
<b>131.2c · Meredith 90-500149</b>						<b>117,662.95</b>
Deposit	04/30/2007			Interest	58.96	117,721.91
Deposit	05/31/2007			Interest	57.09	117,779.00
Deposit	07/05/2007			Interest	57.12	117,836.12
Deposit	08/05/2007			Interest	59.04	117,895.16
Deposit	08/22/2007			Deposit	105,000.00	222,895.16
Deposit	09/05/2007			Interest	124.84	223,020.00
Deposit	09/30/2007			Deposit	207.69	223,227.69
Deposit	10/31/2007			Interest	176.38	223,404.07
Deposit	11/30/2007			Interest	189.13	223,593.20
Deposit	12/31/2007			Interest	201.90	223,795.10
Deposit	01/31/2008			Interest	189.46	223,984.56
Deposit	02/29/2008			Interest	183.30	224,167.86
Deposit	03/31/2008			Interest	202.43	224,370.29
Deposit	04/30/2008			Interest	183.61	224,553.90
Deposit	05/31/2008			Interest	196.44	224,750.34
Deposit	06/30/2008			Interest	196.61	224,946.95
Deposit	07/31/2008			Interest	190.44	225,137.39
Deposit	08/31/2008			Interest	209.65	225,347.04
Deposit	09/30/2008			Interest	178.06	225,525.10
Check	10/27/2008	233	Banks Chevrolet		-16,578.00	208,947.10
Deposit	10/31/2008			Interest	196.82	209,143.92
Deposit	11/30/2008			Interest	188.86	209,332.78
Deposit	12/31/2008			Interest	171.31	209,504.09
Deposit	01/31/2009			Interest	183.27	209,687.36
Deposit	02/28/2009			Interest	165.68	209,853.04



Deposit	03/31/2009	Interest	183.58	210,036.62
Deposit	04/30/2009	Interest	177.81	210,214.43
Deposit	05/31/2009	Interest	193.46	210,407.89
Deposit	06/30/2009	Interest	150.11	210,558.00
Deposit	07/31/2009	Interest	156.62	210,714.62
Deposit	08/31/2009	Interest	161.93	210,876.55
Deposit	09/30/2009	Interest	137.50	211,014.05
Deposit	10/31/2009	Interest	138.46	211,152.51
Deposit	11/30/2009	Interest	98.64	211,251.15
Deposit	12/31/2009	Interest	95.49	211,346.64
Deposit	01/31/2010	Interest	101.28	211,447.92
Deposit	02/28/2010	Interest	79.48	211,527.40
Deposit	03/31/2010	Interest	80.15	211,607.55
Deposit	04/30/2010	Interest	81.74	211,689.29
Deposit	05/31/2010	Interest	84.33	211,773.62
Deposit	06/30/2010	Interest	75.71	211,849.33
Deposit	07/31/2010	Interest	80.97	211,930.30
Deposit	08/31/2010	Interest	82.16	212,012.46
Deposit	09/30/2010	Interest	67.38	212,079.84
Deposit	10/31/2010	Interest	69.67	212,149.51
Deposit	11/30/2010	Interest	47.19	212,196.70
Deposit	12/31/2010	Interest	52.27	212,248.97
Deposit	01/31/2011	Interest	53.96	212,302.93
Deposit	02/28/2011	Interest	47.23	212,350.16
			<u>94,687.21</u>	<u>212,350.16</u>



24 State Route 25 • P.O. Box 177  
 Meredith, NH 03253-0177  
 (603) 279-7986 1-800-922-6872  
 www.mvsb.com

Date 3/04/11  
 Primary Account  
 Images

Page 1  
 90500149

MWH Preservation Ltd Partnership  
 DBA Rosebrook Water Co Inc  
 Mt Washington Hotel  
 Route 302  
 Bretton Woods NH 03575

For questions regarding this statement our toll free number is 800-922-6872.

CHECKING ACCOUNTS

Resource Money Market Account		Number of Enclosures	0
Account Number	90500149	Statement Dates	2/07/11 thru 3/06/11
Previous Balance	212,302.93	Days in the statement period	28
Deposits/Credits	.00	Average Ledger Balance	212,302.93
Checks/Debits	.00	Avg Collected Balance	212,302.93
Service Charge	.00	Interest Earned	47.23
Interest Paid	47.23	Annual Percentage Yield Earned	0.29%
Statement Balance	212,350.16	2011 Interest Paid	153.46

	Total This Period	Total Year-to-Date
Total Overdraft Fees	\$ .00	\$ .00
Total Returned Item Fees	\$ .00	\$ .00

Deposits and Other Credits		
Date	Description	Amount
3/06	Interest Paid	47.23

Daily Balance Information			
Date.....	Balance	Date.....	Balance
2/07	212,302.93	3/06	212,350.16

For 24 Hour Customer Service call 279-5603 or  
 our toll free number, 800-394-8769.

**Rosebrook Water Company, Inc.**  
**Request to Use CIAC Funds for 2011 Capital Improvement Plan**  
**DW 11-117**  
**Company Responses to Staff Data Requests – Set 1**

**Date Request Received: 06/07/11**

**Date of Response: 06/14/11**

**Staff 1-1**

**Witness: Nancy Oleson**

Please indicate generally how capital improvements needs are prioritized for the system, including the specific resources (in-house engineering expertise, recommendations of outside engineering consultants, etc.) relied on.

**Response:**

In general, capital improvements are prioritized according to:

1. Governmental agency requirements or recommendations;
2. Company management expertise, and
3. Outside engineering consultants.

**Rosebrook Water Company, Inc.**  
**Request to Use CIAC Funds for 2011 Capital Improvement Plan**  
**DW 11-117**  
**Company Responses to Staff Data Requests – Set 1**

**Date Request Received: 06/07/11**

**Date of Response: 06/14/11**

**Staff 1-2**

**Witness: Nancy Oleson**

Please provide a copy of the 2010 NHDES Sanitary Survey referenced in the descriptions of several of the proposed projects.

**Response:**

One hard copy of the 2010 NHDES Sanitary Survey will be mailed under separate cover letter addressed to Doug Brogan, PUC Staff Engineer.

**Rosebrook Water Company, Inc.**  
**Request to Use CIAC Funds for 2011 Capital Improvement Plan**  
**DW 11-117**  
**Company Responses to Staff Data Requests – Set 1**

**Date Request Received: 06/07/11**

**Date of Response: 06/14/11**

**Staff 1-3**

**Witness: Nancy Oleson**

Please provide copies of the four Horizons Engineering reports identified on the fifth page of the company's March 31, 2011 letter to Staff.

**Response:**

One hard copy of the following Horizon Engineering reports will be mailed under separate cover letter addressed to Doug Brogan, PUC Staff Engineer:

Horizon Engineering Project No. 09125

Horizon Engineering Project No. 10305

Horizon Engineering Project No. 07003

Horizon Engineering Project No. 10150

**Rosebrook Water Company, Inc.**  
**Request to Use CIAC Funds for 2011 Capital Improvement Plan**  
**DW 11-117**  
**Company Responses to Staff Data Requests – Set 1**

**Date Request Received: 06/07/11**

**Date of Response: 06/14/11**

**Staff 1-4**

**Witness: Marjory Taylor**

Please indicate the current status of efforts to resolve tariff issues raised by Staff in conjunction with the March 25, 2011 meeting between Staff and the company.

**Response:**

Due to the limited time availability of the associated personnel and the more pressing issue of the CIAC request, there has been no progress to date in the resolution of tariff issues raised by Staff in conjunction with the March 25, 2011 meeting between Staff and the Company. The Company intends to resolve this matter by June 30, 2011.

**Rosebrook Water Company, Inc.**  
**Request to Use CIAC Funds for 2011 Capital Improvement Plan**  
**DW 11-117**  
**Company Responses to Staff Data Requests – Set 1**

**Date Request Received: 06/07/11**

**Date of Response: 06/14/11**

**Staff 1-5**

**Witness: Marjory Taylor**

Has consideration been given to applying for State Revolving Loan Fund (SRF) monies available through the Department of Environmental Services, or other grant or low interest funding, for any of the proposed projects?

**Response:**

Given the availability of contributed capital, there has been no consideration to applying for State Revolving Loan Fund (SRF) monies available through the Department of Environmental Services, or other grant or low interest funding for any of the proposed projects. The Company has begun to investigate the requirements of SRF funding for other future projects.

**Rosebrook Water Company, Inc.**  
**Request to Use CIAC Funds for 2011 Capital Improvement Plan**  
**DW 11-117**  
**Company Responses to Staff Data Requests – Set 1**

**Date Request Received: 06/07/11**

**Date of Response: 06/14/11**

**Staff 1-6**

**Witness: Michael Brunetti**

It is Staff's understanding that Rosebrook will be included in the June 22, 2011 foreclosure auction. What effect does the impending foreclosure have on Rosebrook's overall operations?

**Response:**

The Company expects no impact on operations from the planned auction sale of the assets. Under any reasonable scenario (the most likely being that the lender – Wells Fargo – will purchase the assets at auction), operations and operational staff will continue on as now.



**Rosebrook Water Company, Inc.**  
**Request to Use CIAC Funds for 2011 Capital Improvement Plan**  
**DW 11-117**  
**Company Responses to Staff Data Requests – Set 1**

**Date Request Received: 06/07/11**

**Date of Response: 06/14/11**

**Staff 1-7**

**Witness: Michael Brunetti**

What impact does the impending foreclosure have on the projects proposed in this docket?

**Response:**

There should be no impact from the planned auction on the capital projects identified in this docket. The projects are necessary, and need to be done soon. Most are identified as needed work items in the sanitary survey, and the Company knows that the Department of Environmental Services is especially concerned that the water tank cover work be done immediately.



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



Thomas S. Burack, Commissioner

October 22, 2010

Michael Brunetti  
 Rosebrook Water Company  
 Mt. Washington Hotel  
 310 Mt. Washington Hotel Drive  
 Bretton Woods, NH 03575

Subject: MWS Carroll, Rosebrook Water Company (0382010)  
 Sanitary Survey 10/20/10

Dear Mr. Brunetti:

On October 20, 2010, I met with Nancy Oleson and Brian Sullivan to review facilities and management of the Rosebrook Water Company. The purpose of this survey, normally performed every three years, is to review the capacity of the system's source, treatment, distribution and management to continuously produce safe drinking water. I thank Ms. Oleson and Mr. Sullivan for their assistance.

**FACILITIES SUMMARY**

The Rosebrook water system consists of two gravel packed wells, a single 650,000-gallon storage tank and a network of distribution piping, mostly ductile iron from 8 to 16 inches in diameter. The system serves 402 service connections, among which are the Mount Washington Hotel, several other commercial properties, and a community of second homes and condominiums. Estimated peak population served is in excess of 1,000 people. The system serves fire demand by way of some internal sprinkle systems and 63 exterior hydrants. There is also some limited outdoor water use, including for snowmaking on the tubing hill at the Nordic Center.

Water demand varies widely with the seasons and occupancy of the facilities served. Average year-round daily demand in 2008 and 2009 was about 154,000 gallons per day (gpd). Maximum daily demand is estimated to be as high as 500,000 gpd. Although construction is not moving forward at this time, currently planned residential and commercial construction is estimated to increase peak demand to about 740,000 gpd at full build-out.

The two gravel packed wells are summarized as follows:

Well	DES No.	Depth	Nominal well capacity (gpm)	Treatment
1	001	43'	350	Chlorine, soda ash
2	002	52'	450	Chlorine, soda ash

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)  
 P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095  
 Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

Rosebrook Water Company  
 October 22, 2010  
 Page 2 of 4

Well 1 is located within the pumping station, while well 2 is located 90 feet away. Well 1 is equipped with soft start to minimize hydraulic surges at startup. Injection of chlorine for disinfection and soda ash for corrosion control takes place within the pumphouse. Discharge pressure is normally about 185 psi, which is exceptionally high for residential water supplies.

As of our last survey in 2007, a replacement well field was planned and the current wells and pumphouse were scheduled for abandonment. Those plans have reportedly been put on hold with the current pace of development in the service area. A pipe break in the pump discharge main within the pumphouse in May 2010 did extensive damage the pumphouse structure, electrical and instrumentation. The incident pointed out sub-standard piping and structural work at the facility.

The 650,000-gallon tank is located adjacent to ski trails toward the westerly side of the service area. The flat tank cover, noted as structurally defective in past inspections, is covered with a synthetic membrane and cannot be inspected from the exterior. Steel members around the access hatch opening show serious corrosion. Tank water level is transmitted to the pumping station by way of a battery-powered radio signal pack with solar recharge. Pump operating range is currently from 10 to 12 feet in tank depth, with a total tank depth of 13 feet. Batteries are reportedly changed out weekly to maintain tank/pumping station communications until line power installation can be completed.

The distribution system is primarily ductile iron supplies an estimated 1500 to 1800 gpm can reportedly be supplied throughout the service area. However, maximum pressure is about 185 psi, significantly higher than the 100 psi allowed in state design standards. There are reportedly a total of six testable double check valves associated with fire loops in the system. Frequency of testing of these valves is questionable.

**STAFFING AND CERTIFIED OPERATOR VERIFICATION**

This water system is required to retain a primary certified operator certified at treatment grade 1 and distribution grade 2. The following are certified operators according to our files:

<u>Operator</u>	<u>Certificate No.</u>	<u>Treatment Level</u>	<u>Distribution Level</u>
Nancy Oleson	2767	2	2
Brian Sullivan	3059	2	2

**ISSUES AND RECOMMENDATIONS**

**Acknowledgements**

The following are among the positive features which were noted during this survey:

Rosebrook Water Company  
 October 22, 2010  
 Page 3 of 4

1. System staff interviewed as part of this survey are knowledgeable about the water system and approach their jobs in a professional manner.
2. The water system analyzes 2 samples each month for coliform bacteria. There have been no recorded violations of bacterial water quality standards since 1998.
3. Water quality monitoring records show that the Rosebrook water system is in compliance with all current primary water quality standards. The system was not in compliance with action levels for lead and copper in 2006, but chemical treatment and modified sample collection has brought the system into compliance.

#### Significant Deficiencies

There were deficiencies noted during this inspection which are termed 'significant' deficiencies as they have the potential to affect system safety and reliability. Although certain of these deficiencies are relatively simple, others may be more complex and subject to engineering evaluation. The significant deficiencies must be corrected within 30 days. Alternately, for deficiencies which cannot be corrected within that time period, a 'corrective action plan' (CAP), identifying the action proposed to be taken, shall be forwarded to this office within 30 days. If any of the significant deficiencies cannot be corrected within 120 days, the CAP submitted by the system owner shall identify interim measures that will be taken in order to protect the health and safety of persons served by the system pending final action. Note that the owner shall not make any modifications to the approved CAP without first obtaining approval for the modifications from DHS. Also note you are required to notify this office within 30 days of completing actions to address the deficiencies.

The following significant deficiencies were noted:

1. The storage tank roof slab is seriously deflected, indicating possible structural failure. Collapse of the cover would have serious consequences in system operation. A structural evaluation has reportedly been performed in the past. We recommend a structural evaluation and follow-up action as soon as possible.
2. The area around the pumping station needs to be cleared of discarded items and debris which appear to have been left from past station reconstruction.
3. The pumping station, which saw major damage during the pipe breakage of April 2010, needs to be repaired before cold weather, including insulation, electrical work and instrumentation.
4. As the system has increased in size over time, a formal, enforceable cross-connection control program, involving installation and testing of backflow devices, needs to be adopted. Because of the governance and type of service provided by this system, the appropriate form of this program needs to be discussed with you further. Inclusion of construction standards and operator authority into a more comprehensive ordinance will be required as noted below.

#### Minor Deficiencies

JUN-13-2011 15:42 From:

To: Fax Server 223

P. 4/4

Rosebrook Water Company  
October 22, 2010  
Page 4 of 4

Though less urgent than the deficiencies noted above, the following lesser deficiencies should be addressed in the course of system operation:

1. Pressure in the distribution system, as a result of storage tank elevation, is much higher than necessary for adequate water service and fire flow. This pressure presents serious questions about power consumption and about safety of the operator when making pipe repairs. We urge the system owner to consider alternate ways of using the existing tank and adopting a lower pressure gradient as part of the major expansion which is currently envisioned.
2. Pump cycles are difficult to control given the unreliable communication between the storage tank and the pumping station. Line power to the tank site replacing the existing battery-powered system will be more reliable. We urge the owner to consider a SCADA system as part of planned improvements to further improve system reliability, operator efficiency and emergency response.
3. Although an emergency generator is available from the ski area, there is currently no permanent backup power at the well site. An extended power outage would cause serious disruption, especially at times of peak water use. As it now appears that the existing wells will remain in service for the foreseeable future, we urge the owner to make this improvement at the pumping station.
4. We urge the owner and primary operator to review the respective requirements appearing in state administrative rules regarding the duties of each. The operator is responsible for oversight or supervision over all maintenance and repair of the system, including main repairs, pressure testing, and disinfection. Ordinances and bylaws, appropriate to the business structure of the Rosebrook Water Company, must reflect these responsibilities. A copy of Administrative Rules Env-Dw 502.21 and 502.22 is enclosed.

I can be reached at 271-2953 or [rmann@des.state.nh.us](mailto:rmann@des.state.nh.us) if there are any questions regarding this letter.

Sincerely,



Robert Mann, P.E.  
Drinking Water and Groundwater Bureau

cc. Nancy Oleson, Certified Operator

**Rosebrook Water Company, LLC**  
**210 Mount Washington Hotel Road**  
**Bretton Woods, NH 03575**

August 09, 2011

The State of New Hampshire Public Utilities Commission

Executive Director and Secretary Deborah A. Howland

21 S. Fruit Street, Suite 10

Concord, NH 03301-2429

Dear Ms Howland ,



Per: DW 11-117 Request to use CIAC funds for 2011 Capital Improvement Plan, Letter of June 29, 2011 from Douglas W Brogan, Utility Engineer . **Item d. Tariff**

Enclosed please find:

- a. One original newly revised Rosebrook Water Company, LLC tariff plus seven copies.
- b. One 'red-lined' RBW tariff plus seven copies.

Although the above referenced letter indicated that the Company would be able to provide these tariff revisions by June 29, 2011, there were too many constraints on the process to make that a realistic completion date. There were several participants involved in this process of reviewing the precise nature of the 'real-world' situations not addressed in the original tariff. The various legal, technical and financial perspectives that these participants brought to the tariff discussions resulted in an intense and protracted scrutiny of the original. The stated goal was to create a new tariff whose precise language would remedy what the group felt was insufficiently clear language in the original that left the Company requirements and Customer obligations open to interpretation. After several weeks of deliberations, we believe we have created a document that accomplishes the stated goal and needs only to be revised for water rates pursuant to a rate case.

Thank you for your patience in this matter - we look forward to your approval of the enclosed tariff.

Sincerely,

A handwritten signature in blue ink that reads "Marjory Taylor".

Marjory Taylor, Controller

Rosebrook Water Company, LLC

**NHPUC No. 1 – WATER**

**ROSEBROOK WATER COMPANY, INC.**

**TARIFF**


**for**

**WATER SERVICE**

**in**

**THE STATE OF NEW HAMPSHIRE**

Issued: 8/9/11

Issued by:   
Michael Brunetti

Effective: \_\_\_\_\_

Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 1**

## **SERVICE AREA**

The territory authorized to be served by this Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the incorporated Township of Crawford’s Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

## **DEFINITIONS**

Approved backflow device-A backflow prevention device that has been manufactured to allow for accurate testing and inspection so as to allow verification of performance.

Backflow-The flow of unwanted substances into the water distribution pipes of a potable supply of water.

Backflow prevention device-A device that is designed to, and which in practice does, prohibit unwanted substances from flowing into the water distribution pipes of a potable supply of water.

Bypass-Any piping arrangement installed so that water flows around rather than through a meter, pressure reducing valve or backflow prevention device.

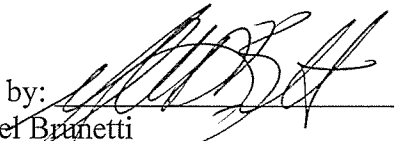
Company-Employee or Representative of Rosebrook Water Company, Inc.

Cross-connection-Any actual or potential physical connection between public water supply and a potential source of contamination.

Developer-A person or entity proposing a new subdivision or other type of development.

Exterior shut off (‘Curb Stop’) – water shut off controlled by the Company.

Issued: 8/4/11

Issued by:   
Michael Brunetti

Effective: \_\_\_\_\_

Title: Director



**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 2**

Individual Connection – securable water supply valve that shall only be opened or closed by an employee or agent of the Company.

Premises-includes the building, common area, and lawns.

Issued: 8/4/11

Effective: \_\_\_\_\_

Issued by:   
Michael Brunetti

Title: Director

**TERMS AND CONDITIONS**

**1. Service Pipe.**

a. Location.

(1) Single Family Homes: Service pipe connections will be made in the street which is nearest to the premises served.

(2) Condominiums and Other Multi-Family Residences: One main service pipe may serve the total structure with individual connections to all units therein from a distribution manifold located on common property owned by the property owners' association.

(3) Commercial Buildings: Service pipe connections will be made in the street which is nearest to the premises served and one main service pipe may serve the total structure with individual connections to all businesses/units therein from a distribution manifold.

b. Installation, Ownership, and Maintenance.

(1) Single Family Homes: All service pipes up to and including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer. Such installations shall be in a manner approved by the Company in writing prior to construction and shall be no less than 3/4 inch inside diameter. All new exterior shut-off valves shall be placed at the property line.

(2) Condominiums and Other Multi-Family Residences: All service pipes up to and including the unit's exterior shut-off valve shall be owned and maintained by the Company. For condominiums, the space from the exterior shut-off valve to the premises shall belong to the association.

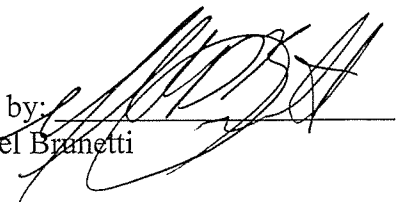
(3) Commercial Buildings: All service pipes up to and including the premises' exterior shut off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer(s).

c. Joint Use of Service Pipe Trench. No service pipes shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault.

d. Temporary Service Connection. Temporary service is one installed to any building or trailer not placed on a permanent foundation, or to a garden or for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

Issued: 8/4/11

Effective: \_\_\_\_\_

Issued by:   
Michael Brunetti  
Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 4**

**2. Winter Construction**

Ordinarily, no new service pipes or extensions of main will be installed during winter conditions (when frost is in the ground) unless the customer shall defray all extra expense occasioned by such installation.

**3. Maintenance of Plumbing.**

Customers shall maintain the plumbing and fixtures within their own premises [e.g. building, common areas and lawns] in good repair, free from leaks and protected from freezing, at their own expense. Failure to do so as soon as possible after a problem is detected may result in service disconnection. Any relocation of the service pipe on customer's premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense, and in no event shall the company be responsible for any damage done by water escaping there from.

**4. Meters.**

a. Use of Meters. All water service will be metered. The initial meter will be provided to the developer or homeowner by the Company. Subsequent owners will not be charged for a meter.


b. Size of Meter. The size of the meter will be determined by the Company.

c. Meter Setting. The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. Owners shall install in the following order: pressure reducing valve, backflow preventer and meter, as shown on Attachment A. Owner shall contact Company prior to purchasing a pressure reducing valve to ensure it meets the Company requirement for sufficient PPSI. Once accepted by the Company, the meter and setting shall become the property of the Company. The Company reserves the right to charge customers for all expenses involved in water hook-ups. A meter, once set, will be relocated only at the customer's expense. No meter shall be installed if the percent error of registration is greater than that allowed by commission rules.

d. Customers shall also install a remote reader outside of their condo/home. This reader will be provided by the Company. If any unit or subscriber does not have a reader installed within 120 days from written notification the Company will install one at owner's expense. If owner does not permit the Company to install reader then service may be turned off.

e. Meter Boxes. When the customer fails or neglects to furnish a suitable location for a meter inside his building or where, for other reasons, it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense. Customers must

Issued: 3/4/11

Issued by:   
Michael Brunetti

Effective: \_\_\_\_\_

Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 5**

keep outside remote readers accessible, including cleared of snow, landscaping and any other obstruction.

f. Testing and Repairs. The Company shall be responsible for all meter testing. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.

g. Auxiliary Meters. If additional or auxiliary meters are desired by the customer or required for showing subdivision of the supply, they shall be furnished, installed and maintained at the customer’s expense.

h. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fee for testing such meter will be (\$150.00) or at market rate, whichever ever is greater. All fees are payable in advance of the test. In the event the meter so tested is found to have an error in registration in excess of three percent (3%) at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter. This correction shall apply to both over-and-under registrations.

i. The customer shall permit no one who is not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

**5. Hot Water Tanks.**


All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the customer’s risk and in no case will the Company be liable for any damage occasioned thereby.

**6. Restricted Use.**

Customers shall prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing or longer than necessary for proper use. When necessary to conserve supply, the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and other non-essential water consuming equipment.

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Effective: \_\_\_\_\_

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Michael Brunetti  
Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 6**

**7. Cross Connections.**

No cross connection between the public water system and any non-potable supply will be allowed unless protected by a system specifically designed for this purpose and the connection is approved by the Company and by the State of New Hampshire. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the Company discovers such a connection, service will be discontinued immediately.

A protective device shall be installed wherever an approved cross connection of water systems exists and/or where a potential threat to the potability of the water system can be shown to exist. All such devices shall be located at the service entrance, and all water consumption within the premises shall pass through the protective device.

The Company reserves the right to (1) require periodic inspections of customers' building or premises to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing; (2) require the purchase and installation of approved protective devices located at the service entrance to the premises as may be required to protect the potable water supply from potential cross connections; (3) require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and (4) terminate service upon failure to comply with any of the above requirements.

No interconnections with other systems shall be made unless said secondary source satisfies in all respects RSA Chapter 149 and other State laws and regulations pertaining thereto.

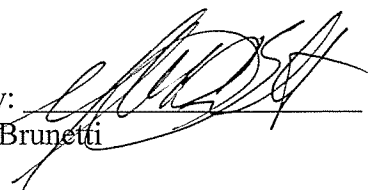
In order to prevent cross connection, each business that the Company has deemed to have a potential for cross connection must install a cross connection backflow preventer. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company.

A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested. Reduced pressure type devices will be tested twice each year as required by NH Code of Administrative Rules, Env-WS 364 Backflow Prevention.

Double check valves will be tested annually.

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Michael Brunetti  
Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

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**8. Tampering.**

All exterior valves, grates, shutoffs, standpipes, hydrants, meters and all other Company property shall not be opened, closed or tampered with in any way by any person other than an authorized employee of the Company or authorized by the Company.

- (1) Valves must not be paved over in roadways.
- (2) Shut offs must be accessible, clear of trees, bushes and mulch and a distance of not less than 4 feet from the building.
- (3) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.
- (4) Bypasses are prohibited except where approved by the Company. If necessary to have one, owner must install in a location specified by the Company.

**9. Company Liability**

- a. The Company will not be responsible for any damage by shutoffs in the mains or service pipes because of shortage of supply, repairs or construction or for other reasons beyond the control of the Company.
- b. The Company will not be responsible for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates, valves or hydrants, or any other cause due to no lack of reasonable care on the part of the Company.
- c. The Company will not be responsible for indirect or consequential damages caused by a lack of water or by leaks in the Company’s mains, pipes or fittings.

**10. Landscape Repairs on Condominium Property**

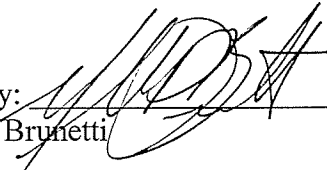
The Company will replace or repair landscaping or paving required by the Company’s repairs to mains, piping and fittings located on condominium property if the Company’s actions necessitated those repairs. The Company will not be liable for those landscaping or paving repairs which were required as a result of homeowner or association damage or alterations. Landscaping replacements will be similar to those installed by the developer of similar units.

**11. Customer Responsibility**

Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode, unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

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Michael Brunetti  
Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

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**12. Deposits.**

The company policy will comply with section 1203.03 of the commission rules.

**13. Payment for Service.**

a. Bills for water service will be rendered quarterly in January, April, July and October for services rendered the previous quarter in accordance with the “Terms of Payment” specified in the applicable rate schedule. Payments are due and payable at the office of the Company within thirty (30) days from the date the bill was rendered.

b. Disconnection for Non-Payment. Service may be interrupted or discontinued for nonpayment sixty (60) days or per current ruling from the date the bill was rendered provided a fourteen (14) day written notice has been given, per PUC 1203.11 of the commission rules.

c. Penalties and Charges. Interest shall be charged at eleven percent (11%) on all bills where payment is not received by the Company within thirty days (30) of the due date printed on the bill, until payment is received.


- d. Non-water Rates:
- Shut-off certified notice - \$15.00
- Service connection - \$100.00
- Penalty for Non-sufficient funds - \$35.00
- Pre-disconnection payment at premises - \$40.00
- Service Connection Charge - \$100.00
- Customer-requested meter testing - \$150.00
- Back-flow preventer testing – actual expense to Company

All non-water rates are subject to adjustment in order to recoup any cost to the Company

**14. Applications for Service.**

Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, he must present to the Company a permit in writing from the owner of the premises authorizing the company or the Company’s agent to enter the premises and do the necessary work. Whether or not a signed application for service is made by the customer and accepted by the Company, the rendering of service by the Company and its use by the customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service.

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Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

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**15. Disconnection of Service.**

Service may be disconnected without notice for any of the following reasons:

- a. Non-payment (section 13b.)
- b. Use of water for purposes other than described in the application.
- c. Misrepresentation in the application.
- d. Willful waste of water.
- e. Tampering with Company property or not maintaining customer’s property to allow ease of access for Company personnel
- f. For vacancy as defined in PUC 1203.11.
- g. For cross-connecting the Company’s service pipe with any other supply source (section 7).
- h. For not installing remote reader (section 4d)
- i. For any other activity which violates the terms of the tariff.

**16. Vacancy of Premises.**

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

**17. Service Connection Charge.**

A charge of one hundred dollars (\$100.00 ) will be made when service is re-established following disconnection for any reason.

**18. Right of Access.**


Any authorized Company representative shall have the right and be permitted access to customer’s premises at any reasonable time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; enforce these Terms and Conditions.

**19. Penalty for Bad Checks.**

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge of thirty-five (\$35.00) or the actual administrative cost of recovery, whichever is greater, may be imposed.

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 Michael Brunetti  
 Title: Director



**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 10**

**20. Collection Policy.**

Whenever the Company sends an employee to the customer’s premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a charge of forty dollars (\$40.00) will be imposed.

**21. Main Pipe Extensions/New Connections/New Construction**

Extensions of water mains, pipes and associated facilities to serve new customers will be made by the developer of the proposed subdivision or development at the developer’s sole cost and expense. The developer shall also reimburse the Company for its costs to prepare agreements, review engineering plans, and inspect the new facilities.

a. Construction plans and specifications for the proposed extension of mains and additions to valves, fittings, hydrants, pumps or other facilities shall be prepared by the developer’s professional engineer in accordance with industry standards and local, state and federal regulations. The developer’s plans and specifications are subject to review and approval by the Company’s engineer. Reasonable modifications of the developer’s plans requested by the Company shall be incorporated into the plans by the developer.

b. Prior to commencing to construct water facilities the developer will enter into a written contract with the Company in which the developer agrees:

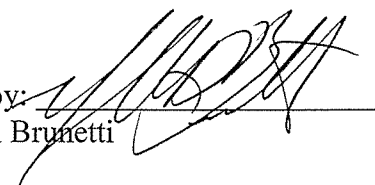
- (1) To transfer by bill of sale all water system facilities to the Company upon satisfactory inspection by the Company
- (2) To allow the Company to inspect the constructed facilities during construction, and approve installation location and specifications prior to backfilling any trenches.
- (3) To provide a one year comprehensive warranty on constructed facilities once the facilities are transferred to the Company.
- (4) To provide the Company with three sets of as-built plans.

c. To allow no one except Company to approve hook ups for hydrants or homes, and to establish connection. Except under unusual circumstances, the construction of main extensions will be carried on between April 15 and November 15 of each year.

d. Prior to receiving service, the Developer shall grant to the Company easements necessary and sufficient for the Company to repair and maintain the conveyed facilities up to and including individual unit exterior shut-off valves

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Title: Director

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 11**

**GENERAL - SERVICE - Metered**

**Rate Schedule - 'GM'**

**AVAILABILITY:**

This schedule is applicable to all water service in the territory except municipal and private fire protection.

**CHARACTER OF SERVICE:**

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

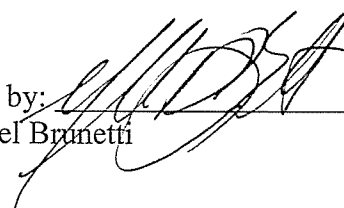
**RATES - Quarterly**

The rate for metered service shall include an initial charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<b>Size of Meter</b>	<b>Initial Charge per Quarter</b>
5/8"	\$ 35.00
3/4"	\$ 38.50
2"	\$101.50

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**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

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**GENERAL - SERVICE - Metered (Continued)**

**Rate Schedule - 'GM'**

**QUANTITY OF WATER USED**

*Per 1000 gallons            \$04.04*

**MINIMUM CHARGE:**

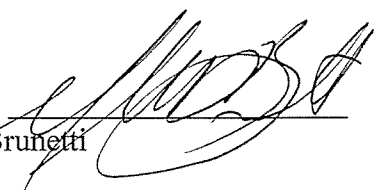
The minimum charge will be the Initial Charge.

**TERMS OF PAYMENT:**

Bills under this rate are net and will be rendered (quarterly) on April 1, July 1, October 1, and January 1, and are due and payable upon presentation.

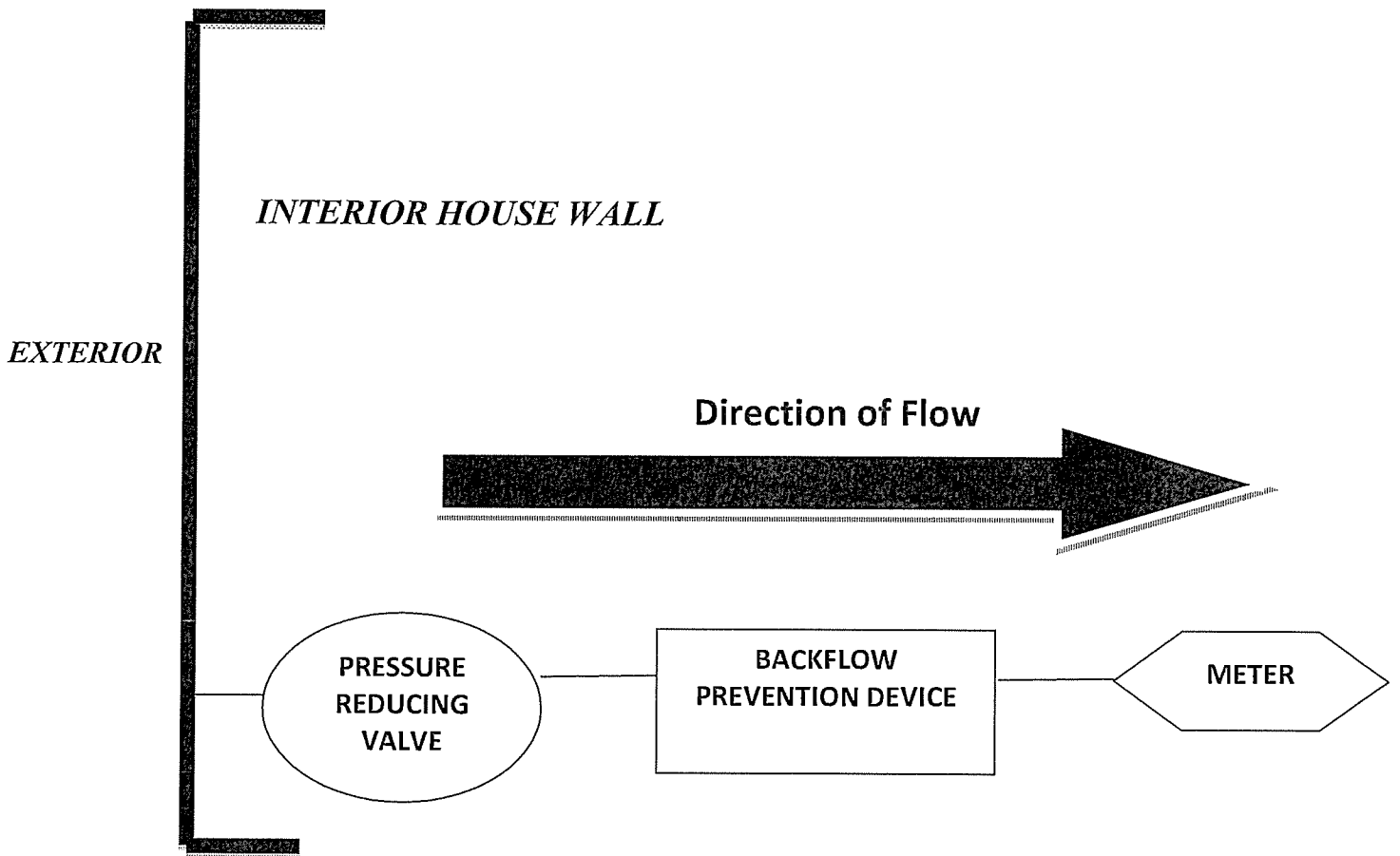
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Issued by:   
Michael Brunetti

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

*Attachment A: INSTALLATION SEQUENCE*



MOB 8/4/11

**NHPUC No. 1 – WATER**  
**ROSEBROOK WATER COMPANY, INC.**

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**WATER SERVICE**

**in**

**THE STATE OF NEW HAMPSHIRE**

Issued: \_\_\_\_\_

Issued by: \_\_\_\_\_  
Michael Brunetti

Effective: \_\_\_\_\_

Title: Director

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Issued in Compliance with NHPUC Order No.  
22,120 in Docket DW \_\_\_\_\_

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NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.

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## SERVICE AREA

The territory authorized to be served by this Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the incorporated Township of Crawford’s Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

## DEFINITIONS

Approved backflow device-A backflow prevention device that has been manufactured to allow for accurate testing and inspection so as to allow verification of performance.

Backflow-The flow of unwanted substances into the water distribution pipes of a potable supply of water.

Backflow prevention device-A device that is designed to, and which in practice does, prohibit unwanted substances from flowing into the water distribution pipes of a potable supply of water.

Bypass-Any piping arrangement installed so that water flows around rather than through a meter, pressure reducing valve or backflow prevention device.

Company-Employee or Representative of Rosebrook Water Company, Inc.

Cross-connection-Any actual or potential physical connection between public water supply and a potential source of contamination.

Developer-A person or entity proposing a new subdivision or other type of development.

Exterior shut off (‘Curb Stop’) – water shut off controlled by the Company.

Issued: \_\_\_\_\_

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Michael Brunetti

Effective: \_\_\_\_\_

Title:

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

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Individual Connection – securable water supply valve that shall only be opened or closed by an employee or agent of the Company.

Premises-includes the building, common area, and lawns.

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Michael Brunetti

Effective: \_\_\_\_\_

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### TERMS AND CONDITIONS

#### 1. Service Pipe.

a. Location.

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(1) Single Family Homes: Service pipe connections will be made in the street which is nearest to the premises served.

(2) Condominiums and Other Multi-Family Residences: One main service pipe may serve the total structure with individual connections to all units therein from a distribution manifold located on common property owned by the property owners' association.

(3) Commercial Buildings: Service pipe connections will be made in the street which is nearest to the premises served and one main service pipe may serve the total structure with individual connections to all businesses/units therein from a distribution manifold.

b. Installation, Ownership, and Maintenance.

(1) Single Family Homes: All service pipes up to and including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer. Such installations shall be in a manner approved by the Company in writing prior to construction and shall be no less than 3/4 inch inside diameter. All new exterior shut-off valves shall be placed at the property line.

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(2) Condominiums and Other Multi-Family Residences: All service pipes up to and including the unit's exterior shut-off valve shall be owned and maintained by the Company. For condominiums, the space from the exterior shut-off valve to the premises shall belong to the association.

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(3) Commercial Buildings: All service pipes up to and including the premises' exterior shut off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer(s).

c. Joint Use of Service Pipe Trench. No service pipes shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault.

d. Temporary Service Connection. Temporary service is one installed to any building or trailer not placed on a permanent foundation, or to a garden or for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

#### 2. Winter Construction

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Title:



**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 4**

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Ordinarily, no new service pipes or extensions of main will be installed during winter conditions (when frost is in the ground) unless the customer shall defray all extra expense occasioned by such installation.

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**3. Maintenance of Plumbing.**

Customers shall maintain the plumbing and fixtures within their own premises [e.g. building, common areas and lawns] in good repair, free from leaks and protected from freezing, at their own expense. Failure to do so as soon as possible after a problem is detected may result in service disconnection. Any relocation of the service pipe on customer's premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense, and in no event shall the company be responsible for any damage done by water escaping there from.

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**4. Meters.**

a. Use of Meters. All water service will be metered. The initial meter will be provided to the developer or homeowner by the Company. Subsequent owners will not be charged for a meter.

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b. Size of Meter. The size of the meter will be determined by the Company.

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c. Meter Setting. The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. Owners shall install in the following order: pressure reducing valve, backflow preventer and meter, as shown on Attachment A. Owner shall contact Company prior to purchasing a pressure reducing valve to ensure it meets the Company requirement for sufficient PPSI. Once accepted by the Company, the meter and setting shall become the property of the Company. The Company reserves the right to charge customers for all expenses involved in water hook-ups. A meter, once set, will be relocated only at the customer's expense. No meter shall be installed if the percent error of registration is greater than that allowed by commission rules.

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d. Customers shall also install a remote reader outside of their condo/home. This reader will be provided by the Company. If any unit or subscriber does not have a reader installed within 120 days from written notification the Company will install one at owner's expense. If owner does not permit the Company to install reader then service may be turned off.

e. Meter Boxes. When the customer fails or neglects to furnish a suitable location for a meter inside his building or where, for other reasons, it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense. Customers must

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Michael Brunetti

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**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 5**

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keep outside remote readers accessible, including cleared of snow, landscaping and any other obstruction.

f. Testing and Repairs. The Company shall be responsible for all meter testing. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.

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g. Auxiliary Meters. If additional or auxiliary meters are desired by the customer or required for showing subdivision of the supply, they shall be furnished, installed and maintained at the customer's expense.

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h. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fee for testing such meter will be ~~(\$150.00)~~ or at market rate, which ever is greater. All fees are payable in advance of the test. In the event the meter so tested is found to have an error in registration in excess of three percent (3%) at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter. This correction shall apply to both over-and-under registrations.

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i. The customer shall permit no one who is not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

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**5. Hot Water Tanks.**

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the customer's risk and in no case will the Company be liable for any damage occasioned thereby.

**6. Restricted Use.**

Customers shall prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing or longer than necessary for proper use. When necessary to conserve supply, the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and other non-essential water consuming equipment.

**7. Cross Connections.**

Issued: \_\_\_\_\_

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Michael Brunetti

Effective: \_\_\_\_\_

Title:

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 6**

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No cross connection between the public water system and any non-potable supply will be allowed unless protected by a system specifically designed for this purpose and the connection is approved by the Company and by the State of New Hampshire. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the Company discovers such a connection, service will be discontinued immediately.

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A protective device shall be installed wherever an approved cross connection of water systems exists and/or where a potential threat to the potability of the water system can be shown to exist. All such devices shall be located at the service entrance, and all water consumption within the premises shall pass through the protective device.

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The Company reserves the right to (1) require periodic inspections of customers' building or premises to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing; (2) require the purchase and installation of approved protective devices located at the service entrance to the premises as may be required to protect the potable water supply from potential cross connections; (3) require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and (4) terminate service upon failure to comply with any of the above requirements.

No interconnections with other systems shall be made unless said secondary source satisfies in all respects RSA Chapter 149 and other State laws and regulations pertaining thereto.

In order to prevent cross connection, each business that the Company has deemed to have a potential for cross connection must install a cross connection backflow preventer. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company.

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A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested. Reduced pressure type devices will be tested twice each year as required by NH Code of Administrative Rules, Env-WS 364 Backflow Prevention.

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Double check valves will be tested annually.

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Title:

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

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**8. Tampering.**

All exterior valves, grates, shutoffs, standpipes, hydrants, meters, and all other Company property shall not be opened, or closed, or tampered with in any way by any person other than an authorized employee of the Company or authorized by the Company.

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(1) Valves must not be paved over in roadways.

(2) Shut offs must be accessible, clear of trees, bushes and mulch and a distance of not less than 4 feet from the building.

(3) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.

(4) Bypasses are prohibited except where approved by the Company. If necessary to have one, owner must install in a location specified by the Company.

**9. Company Liability**

a. The Company will not be responsible for any damage by shutoffs in the mains or service pipes because of shortage of supply, repairs or construction or for other reasons beyond the control of the Company.

b. The Company will not be responsible for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates, valves or hydrants, or any other cause due to no lack of reasonable care on the part of the Company.

c. The Company will not be responsible for indirect or consequential damages caused by a lack of water or by leaks in the Company's mains, pipes or fittings.

**10. Landscape Repairs on Condominium Property**

The Company will replace or repair landscaping or paving required by the Company's repairs to mains, piping and fittings located on condominium property, if the Company's actions necessitated those repairs. The Company will not be liable for those landscaping or paving repairs which were required as a result of homeowner or association damage or alterations.

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Landscaping replacements will be similar to those installed by the developer of similar units.

**11. Customer Responsibility**

Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode, unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

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**12. Deposits.**

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Title:

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 8**

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The company policy will comply with section 1203.03 of the commission rules.

**13. Payment for Service.**

a. Bills for water service will be rendered quarterly in January, April, July and October for services rendered the previous quarter in accordance with the "Terms of Payment" specified in the applicable rate schedule. Payments are due and payable at the office of the Company within thirty (30) days from the date the bill was rendered.

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b. Disconnection for Non-Payment. Service may be interrupted or discontinued for nonpayment ~~sixty (60) days~~ or per current ruling from the date the bill was rendered provided a fourteen (14) day written notice has been given, per PUC 1203.11 of the commission rules.

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c. Penalties and Charges. Interest shall be charged at eleven percent (11%) on all bills where payment is not received by the Company within thirty days (30) of the due date printed on the bill, until payment is received.

d. Non-water Rates:

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Shut-off certified notice - \$15.00

Service connection - \$100.00

Penalty for Non-sufficient funds - \$35.00

Pre-disconnection payment at premises - \$40.00

Service Connection Charge - \$100.00

Customer-requested meter testing - \$150.00

Back-flow preventer testing – actual expense to Company

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All non-water rates are subject to adjustment in order to recoup any cost to the Company

**14. Applications for Service.**

Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, he must present to the Company a permit in writing from the owner of the premises authorizing the company or the Company's agent to enter the premises and do the necessary work. Whether or not a signed application for service is made by the customer and accepted by the Company, the rendering of service by the Company and its use by the customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service.

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Title:

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 9**

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**15. Disconnection of Service.**

Service may be disconnected without notice for any of the following reasons:

- a. Non-payment (section 13b.)
- b. Use of water for purposes other than described in the application.
- c. Misrepresentation in the application.
- d. Willful waste of water.
- e. Tampering with Company property, or not maintaining customer's property to allow ease of access for Company personnel
- f. For vacancy as defined in PUC 1203.11.
- g. For cross-connecting the Company's service pipe with any other supply source (section 7).
- h. For not installing remote reader (section 4d)
- i. For any other activity which violates the terms of the tariff.

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**16. Vacancy of Premises.**

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

**17. Service Connection Charge.**

A charge of one hundred dollars (\$100.00) will be made when service is re-established following disconnection for any reason.

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**18. Right of Access.**

Any authorized Company representative shall have the right and be permitted access to customer's premises at any reasonable time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; enforce these Terms and Conditions.

**19. Penalty for Bad Checks.**

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge of thirty-five (\$35.00) or the actual administrative cost of recovery, whichever is greater, may be imposed.

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Title:

**NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.**

**Original Page 10**

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**20. Collection Policy.**

Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a charge of forty dollars (~~\$40.00~~) will be imposed.

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**21. Main Pipe Extensions/New Connections/New Construction**

Extensions of water mains, pipes and associated facilities to serve new customers will be made by the developer of the proposed subdivision or development at the developer's sole cost and expense. The developer shall also reimburse the Company for its costs to prepare agreements, review engineering plans, and inspect the new facilities.

a. Construction plans and specifications for the proposed extension of mains and additions to valves, fittings, hydrants, pumps or other facilities shall be prepared by the developer's professional engineer in accordance with industry standards and local, state and federal regulations. The developer's plans and specifications are subject to review and approval by the Company's engineer. Reasonable modifications of the developer's plans requested by the Company shall be incorporated into the plans by the developer.

b. Prior to commencing to construct water facilities the developer will enter into a written contract with the Company in which the developer agrees:

(1) To transfer by bill of sale all water system facilities to the Company upon satisfactory inspection by the Company

(2) To allow the Company to inspect the constructed facilities during construction, and approve installation location and specifications prior to backfilling any trenches.

(3) To provide a one year comprehensive warranty on constructed facilities once the facilities are transferred to the Company.

(4) To provide the Company with three sets of as-built plans.

c. To allow no one except Company to approve hook ups for hydrants or homes, and to establish connection. Except under unusual circumstances, the construction of main extensions will be carried on between April 15 and November 15 of each year.

c. Prior to receiving service, the Developer shall grant to the Company easements necessary and sufficient for the Company to repair and maintain the conveyed facilities up to and including individual unit exterior shut-off valves

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SEE SUPPLEMENT NO. 1 TO BRETTON WOODS TARIFF...ROSEBROOK ADOPTED ON MAY 1980¶  
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¶  
ORIGINAL PAGES 1 THRU 8 ARE TARIFF NO. 1 FOR ROSEBROOK AND PAGES 20 AND 21 WERE APPROVED IN DR 95-304 AND ADDED TO THE NEW TARIFF AS APPROVED RATE SCHEDULES¶  
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NHPUC No. 1 – Water¶  
Rosebrook Water Company, Inc.¶  
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Third revised Page 20¶  
Issued in lieu of second revised Page 20¶

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Title:

NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.

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**GENERAL - SERVICE - Metered**

**Rate Schedule - 'GM'**

**AVAILABILITY:**

This schedule is applicable to all water service in the territory except municipal and private fire protection.

**CHARACTER OF SERVICE:**

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200± pounds per square inch.

**RATES - Quarterly**

The rate for metered service shall include an initial charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

Size of Meter	Initial Charge per Quarter
5/8"	\$35.00
3/4"	\$38.50
2"	\$101.50

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NHPUC No. 1 – Water  
 Rosebrook Water Company, Inc.  
 Fifth revised Page 21  
 Issued in lieu of Fourth revised Page 21

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Michael Brunetti

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NHPUC NO. 1 – Water  
Rosebrook Water Company, Inc.

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**GENERAL - SERVICE - Metered (Continued)**

**Rate Schedule - 'GM'**

**QUANTITY OF WATER USED**

***Per 1000 gallons \$04.04***

**MINIMUM CHARGE:**

The minimum charge will be the Initial Charge.

**TERMS OF PAYMENT:**

Bills under this rate are net and will be rendered (quarterly) on April 1, July 1, October 1, and January 1, and are due and payable upon presentation.

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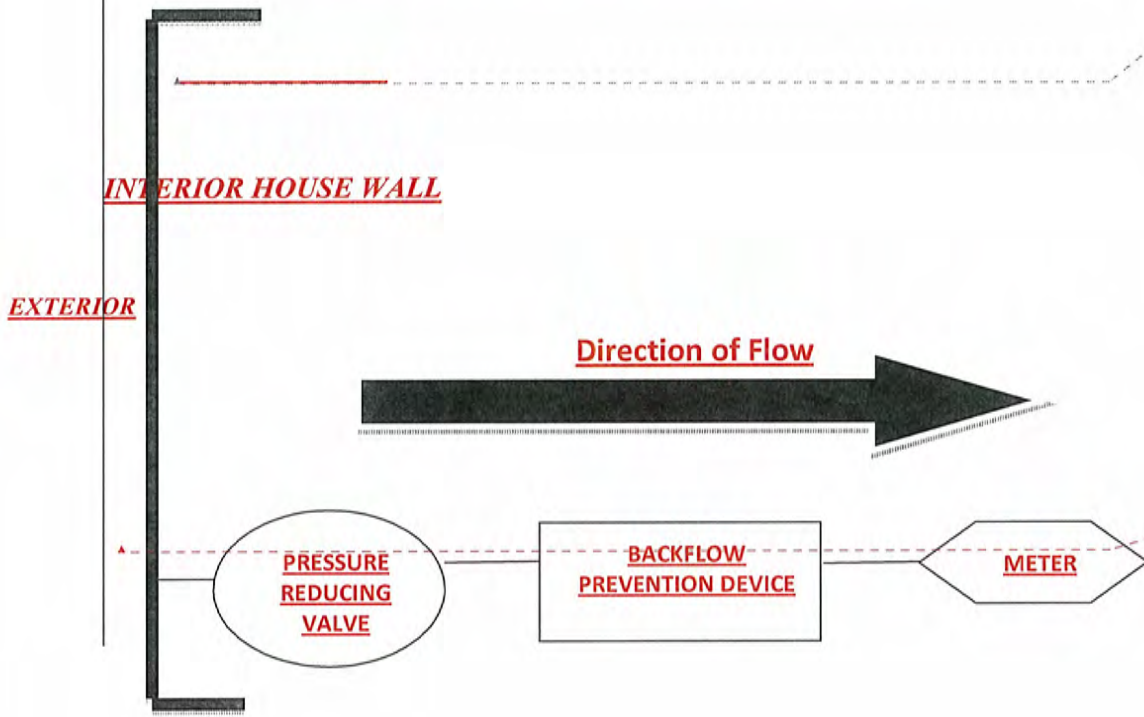
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**REFUND CREDIT¶**  
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The Company will refund \$31,016.33 through a credit to all its customers except MWH Preservation Limited Partnership properties paying pursuant to a Special Contract. Customer credits will be made in four Company billings commencing with the bills rendered on or about April 1, 2000. Each customer will receive a prorata amount of the \$31,016.33 refund based on the customer's payments for the period July 1, 1999 to March 31, 2000.  
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**Attachment A: INSTALLATION SEQUENCE**

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## THE STATE OF NEW HAMPSHIRE



## PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10  
Concord, N.H. 03301-2429

Tel. (603) 271-2431

FAX (603) 271-3878

TDD Access: Relay NH  
1-800-735-2964

Website:  
[www.puc.nh.gov](http://www.puc.nh.gov)

CHAIRMAN  
Thomas B. Getz

COMMISSIONERS  
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Amy L. Ignatius

EXECUTIVE DIRECTOR  
AND SECRETARY  
Debra A. Howland



January 19, 2012

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

Re: DW 11-117, Rosebrook Water Company, Inc.  
Petition to Use CIAC Funds for Capital Improvements and Subsequent Filing of  
Tariff revisions  
Staff Recommendation to Approve Tariff Revisions

Dear Ms. Howland:

On May 26, 2011, Rosebrook Water Company, Inc. (Rosebrook) filed a request to use funds from a Contributions In Aid of Construction (CIAC) account for capital improvements to its water system. These improvements would address deficiencies identified by the Department of Environmental Services (DES) in a Sanitary Survey dated October 22, 2010, as well as other longstanding system needs. Rosebrook provides service to some 400 customers within its franchise covering limited areas of the towns of Bethlehem and Carroll and the unincorporated township of Crawford's Purchase. Its customers comprise the Bretton Woods resort community, including the company's largest customer, the Mount Washington Hotel. The upgrades included, among other things replacing the water storage tank roof, providing permanent power to the tank level telemetry system, and installing pressure reducers, a backup submersible pump, and generator. The CIAC account was established by Order No. 23,441. See *Rosebrook Water Company Inc.* NH PUC 150 (2000). As of March 31, 2011, the balance in the fund was \$212,350; the proposed capital improvements were estimated to cost between \$200,550 and \$219,450.

On June 29, 2011, Staff filed a recommendation that Rosebrook be permitted to use the CIAC funds provided the funds be used only for the proposed improvements. By secretarial letter dated August 2, 2011, the Commission approved Rosebrook's request to use the CIAC funds as proposed. Staff's June 29 letter also raised the issue of Rosebrook's tariff and that, in a prior docket, certain aspects of the tariff appeared to require clarification and/or resolution. Staff and the Company representatives had met on March 25, 2011, and the issue

as customer obligations in providing and receiving water service was discussed. On August 15, 2011, Rosebrook filed with the Commission a revised tariff containing a number of non-water rate revisions including updating various fees. Rosebrook responded to a second Set of Data requests on December 14, 2011 concerning these revisions to its tariff. The following is a summary of the tariff revisions submitted by Rosebrook:

Rosebrook has added a **DEFINITIONS** section which provides definitions for terms used later within the tariff.

Under **Terms and Conditions, 1. Service Pipe**, a. Location, a section (3) was added which includes commercial buildings and describes the location and the number and manner in which various structures may be served. Under section b. (1) Single Family Homes, clarification was added regarding ownership of Company owned shutoff valves as well as customer ownership and responsibility for maintenance of service pipes. Sections (2) and (3) addressed clarification of Condominium and other Multifamily service pipe ownership and maintenance.

**3. Maintenance of Plumbing.** Additional language was added to specify that repairs must take place “as soon as possible” where leaks may occur within the customer’s areas of responsibility.

**4. Meters.** a. This section states the initial meter will be provided to the developer or homeowner by the Company. The meter and setting will be property of the Company (Staff Data Response 2-4). Section c. directs the owners to install pressure reducing valves and backflow preventers in accordance with Company requirements. Section d. has been changed to address the installation of remote outside meter readers. This is a new section and addresses the installation of remote meter readers to be provided by the Company. Section e. requires customers to keep remote readers accessible, including cleared of snow, landscaping and other obstruction. Section h. addresses the cost of meter testing. Rosebrook’s original revised submission for meter testing at \$150 or market rate was revised in its response to Staff data request 2-6 which the total meter testing fee increased the fee to \$225. Included in the fee was \$50 to test the meter, \$25 the cost of one idler, \$80 labor (2 hours) \$60 miscellaneous hardware and \$13 shipping and insurance. Staff and Rosebrook in discussions subsequent to the data response agreed to eliminate a specific reference to the \$50 meter charge and pass on the actual charge for the meter test from the outside vendor as Rosebrook does not test meters in-house, and the amount will vary with size of the meter.

**7. Cross Connections.** Additional language was added to this section to require businesses to install a cross connection backflow preventer in situations where the Company has determined there is a potential to contaminate the water system. Staff data response 2-7 cites examples which include the following: Soda fountains, Coffee makers connected to the water supply, Ice makers, Bars, Spars, and Pools.

**8. Tampering.** More specificity was included in the tampering section in describing Company owned facilities such as valves, grates, shutoffs, standpipes, hydrants, and the prohibition of operating such facilities by unauthorized personal. The Company included

that valves should not be paved over in roadways, shutoffs should be accessible and clear of trees, bushes and mulch, and that there should be a clear pathway to all hydrants. Additionally, only Company approved bypasses may be installed.

**10. Landscape Repairs on Condominium Property.** While this section states the Company will replace or repair landscaping or paving impacted by the Company's repairs to mains, piping or fittings located on condominium property, Rosebrook adds that the Company will not be liable for those landscaping or paving repairs which were required as a result of homeowner or association damage or alterations.

**13. Payment for service.** Section b. under Disconnection for Non-Payment, the Company increased from 45 days to 60 days the time period after which a bill was rendered when service may be interrupted or discontinued for non-payment. A new section d. was included which listed non-water fees including the following: Shut-off certified notice-\$15.00, Service connection, \$100.00, Penalty for Non-Sufficient funds - \$35, Pre-disconnection payment at premises - \$40, Service connection charge - \$100.00 Customer requested meter testing - \$225.00, Backflow preventer testing- actual expense to Company.

**14. Applications for Service.** This section simply added when authorizing the Company to enter a premise to perform water service, authorization can also be provided to the "Company's Agent".

**15. Disconnection of Service.** The Company has added to the list of reasons for disconnection, including non-payment consistent with section 13b, failure to maintain customer's property to allow ease of access for Company personnel, cross connecting specified in section 7, and any other activity which violates the terms of the tariff.

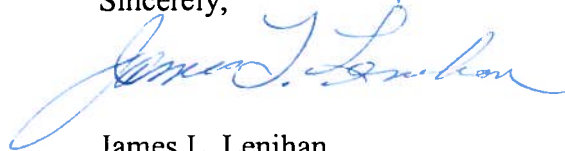
**21. Main Pipe Extensions,** The Company added to the title of this section so that it reads **Main Pipe Extensions/New Connections/New Construction.** The following language is added with respect to main extensions, pipes and associated facilities to serve new customers: "The developer shall also reimburse the Company for its cost to prepare agreements, review engineering plans, and inspect the new facilities." In 21.b.(2) Rosebrook added "and approve installation location and specifications prior to backfilling any trenches." Paragraph c. now begins with the sentence "To allow no one except Company to approve hook ups for hydrants or homes, and to establish connection."

Staff has reviewed the Company's revisions to the terms and conditions in its currently effective tariff and finds the changes to be reasonable and therefore recommends that the changes be approved. Staff has also reviewed the increases proposed to a number of non-water rate fees, and after investigation and review of Rosebrook's breakdown of the components of the fees as submitted in the response to Staff Data Requests set 2, Staff has concluded that the fees as proposed are cost justified and reasonable and therefore recommends approval of said fees. Staff would also note that the current fees in the tariff have been in effect since 1996.

Since the above tariff revisions were a result of the investigation and discussions as to the appropriateness of Rosebrook using the balance of its CIAC funds, the public was not noticed as to the changes. Therefore, should the Commission adopt Staff's recommendation, it is suggested the changes be approved by an order *nisi* in order to provide the public an opportunity to review and comment on the changes prior to the changes taking effect.

If you have any question or request further information regarding this matter, please contact me.

Sincerely,



James L. Lenihan  
Utility Analyst

Attachments: Data Responses Set 2  
cc: Service list

December 14, 2012

VIA ELECTRONIC DISTRIBUTION

Marcia A.B. Thunberg  
Staff Attorney  
Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, N. H. 03301-2429

Re: Docket No. DW 11-117, Rosebrook Water Company, Inc.  
Request to Use CIAC Funds  
Company responses to Staff data requests – set 2

Dear Ms. Thunberg:

Attached are Rosebrook Water Company's ("Company") responses to Staff data requests – set 2. Please review. If there are follow up questions to the Company's responses or areas of disagreement, I suggest that we arrange a conference call to respond and resolve any remaining issues. The Company would like for the tariff to be finalized and approved by the end of the year, if possible. If you have any questions or comments, please call me at 207-282-5222 or email me at [stephenpstcyr@yahoo.com](mailto:stephenpstcyr@yahoo.com).

Sincerely,

Stephen P. St. Cyr

Attachments

Cc: Discovery Service List

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-1

Date of Response: 12/23/2011  
Witness: Nancy Oleson

On Page 1, Definitions, line one, regarding “Approved backflow device”. Please indicate who will be approving the device?

**A Rosebrook Water Company licensed operator will approve all backflow devices.**



Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-2

Date of Response: 12/23/2011  
Witness: Nancy Oleson

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On page 1, Definitions, line 6, please indicate what is meant by a “possible physical connection”?

**A “Possible Physical Connection” is defined as anything that would allow water or contaminants to be drawn back into the water system.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-3

Date of Response: 12/23/2011  
Witness: Nancy Oleson

On Page 3, TERMS AND CONDITIONS, Service Pipe, Installation, Ownership and Maintenance, b. (2) will the Condominiums be responsible for maintenance of the service pipes? Does the customer ownership provision also apply to “Other Multi-Family Residences”?

**Rosebrook Water is responsible up to and including the curb stop.**

**Yes.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-4

Date of Response: 12/23/2011  
Witness: Nancy Oleson

On Page 4, METERS, Paragraph c. Meter Setting, line 6: Once the pressure reducing valve, and back flow preventer are installed and become property of the Company will these devices be maintained by the Company? Line 7: Please specify what is meant by “all expenses involved in water hookups”.

**No, Rosebrook Water Company will not maintain the devices. They will not become property of the Company, only the meter and setting will.**

**A flat fee will be charged all new customers for connecting to Rosebrook Water Company’s system.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-5

Date of Response: 12/23/2011  
Witness: Nancy Oleson

On page 4, paragraph d, please indicate who will own and maintain the remote meter readers? Please indicate the reason(s) the customer is to install the devices. How involved is the installation, including the connection to the meter itself? Is this something the customer can normally do?

**Rosebrook Water Company will own and maintain the remote meter readers; 'maintenance' shall be defined as 'replacement' once the unit is no longer functional.**

**The installation must be done by a professional during construction so the customer will not personally be involved in the installation, but will arrange for the work to be done.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-6

Date of Response: 12/23/2011  
Witness: Nancy Oleson

On page 5, paragraph h. please provide all costs resulting in the meter testing fee increasing from \$30 to the proposed \$150.

**AFTER RECONSIDERATION OF ACTUAL COSTS INCURRED BY COMPANY, THE COMPANY PROPOSES a *staggered fee schedule based on meter size*. OTHERWISE, COMPANY WILL LOSE MONEY FOR EACH METER TESTED. OVERVIEW OF TYPICAL METER TESTING COSTS:**

1. Based on a recent quote from the supplier EJ Prescott, the current cost to test one 5/8" meter is \$50. 5/8" is the smallest meter we have and the larger ones cost more to test. Additional costs include:
2. shipping each meter to and from the supplier. E.g. One 5/8" meter weighs approximately 7 pounds & 1" meters weigh approximately 10 lbs.
3. an 'idler' to be temporarily used in place of the meter
4. new gaskets
5. labor costs for a Company employee to remove the meter prior to shipping and reinstall after it is returned.

**Breakdown of meter testing costs according to size**

**5/8" meter = \$225.00**

\$50 - charge to test meter

\$25 - one idler

\$80 - 2 hours labor estimated to remove and reinstall meter

\$60 - miscellaneous hardware, including compression nuts.

\$10 - shipping & insurance as of December 2011

**1" meter = \$250.00**

\$50 - charge to test meter

\$47 - one idler

\$80 - 2 hours labor estimated to remove and reinstall meter

\$60 - miscellaneous hardware, including compression nuts.

\$13 - shipping & insurance as of December 2011

**2"- 8" meter would not be sent out for testing = \$500.00 for first meter, \$300 for each subsequent meter tested on the same day at customer location. All costs for testing these meters would be a direct pass-through to the customer.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-7

Date of Response: 12/23/2011  
Witness: Nancy Oleson

On page 6, paragraph 4, line 1, what criteria will the Company employ to determine that a business has a potential for cross connection and require a cross connection backflow preventer? How does the requirement relate to the installation of backflow preventers on page 4? On paragraph 4, line 3, please specify and itemize the “costs of all necessary installations, inspections and repairs”.

**If a business' water usage alters the content of the water drawn off the Company system so that it could potentially contaminate the water purity if it flowed back into the system, the Company will require a cross connection backflow preventer. Examples include the following: Soda fountains, Coffee makers connected to the water supply, Ice makers, Bars, Spas and Pools.**

**The requirement for a cross connection backflow preventer relates to the installation in that the preventer installed must be one that is testable.**

**Costs of all necessary installations, inspections and repairs include the following:**

- 1. backflow preventer purchase**
- 2. professional installation of backflow preventer**
- 3. professional fees for a NH certified backflow inspector**
- 4. plumber**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-8

Date of Response: 12/23/2011  
Witness: Nancy Oleson

Page 6 paragraph 5, please specify, with detail, the derivation of testing fees for backflow preventer, pressure reducing device and double check valves.

**In each case, this will be a direct pass through of professional fees for testing services with no up-charge that benefits the Company. The Company merely serves as the agent to arrange for testing to be done.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-9

Date of Response: 12/23/2011  
Witness: Marjory Taylor

Page 8, paragraph d., please specify the derivation of all fees listed in this paragraph d.

**NON-WATER RATES DERIVATION:**

**SHUT-OFF CERTIFIED NOTICE - \$15.00 = COST OF CERTIFIED USPS  
NOTICE PLUS LABOR @ \$40 PER HOUR**

**SERVICE RE-CONNECTION - \$100 = 2.5 HOURS MINIMUM LABOR COST  
FOR AUTHORIZED COMPANY EMPLOYEE TO RE-CONNECT A  
CUSTOMER TO THE WATER SYSTEM (SEE STAFF 2-11)**

**PENALTY FOR NON-SUFFICIENT FUNDS - \$35 = (SEE STAFF 2-11)**

**PRE-DISCONNECTION PAYMENT AT PREMISES - \$40 = (SEE STAFF 2-12)**

**INITIAL SERVICE CONNECTION CHARGE - \$100 = 2.5 HOURS MINIMUM  
LABOR COST FOR AUTHORIZED COMPANY EMPLOYEE TO INITIALLY  
CONNECT A CUSTOMER TO THE WATER SYSTEM (SEE STAFF 2-11)**

**CUSTOMER-REQUESTED METER TESTING – DEPENDS ON METER SIZE =  
(SEE STAFF REQUEST 2-6)**

**BACK-FLOW PREVENTER TESTING – ACTUAL EXPENSE TO COMPANY  
(SEE STAFF REQUEST 2-8)**



Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-10

Date of Response: 12/23/2011  
Witness: Marjory Taylor

Page 8, paragraph d., please indicate whether or not the Company will seek Commission approval for all non-water rate adjustments and if not please explain.

**No, the Company will not seek approval for all non-water adjustments. All rates will be based on current costs to the Company plus in the case of labor, wage fluctuations.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-11

Date of Response: 12/23/2011  
Witness: Marjory Taylor

Page 9, paragraph 17, Service Connection Charge; please provide the cost components for the proposed \$100 charge. Also on Page 9. Paragraph 19 please provide backup information for the \$35 penalty for Bad Checks.

**“SERVICE RE-CONNECTION CHARGE” (HOOK UP SERVICE AFTER A SHUT-OFF), AND “INITIAL SERVICE CONNECTION CHARGE” are both based on a minimum charge of 2.5 hours of Company labor @\$40 per hour to establish or re-establish water service to a customer.**

**This is based on the most current charge to the Company from Connecticut River Bank for “insufficient funds” deposits which is \$15.00, plus .5 hours of Company labor @ \$40 per hour.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-12

Date of Response: 12/23/2011  
Witness: Marjory Taylor

Page 10, paragraph 20, please provide the basis for increasing the charge for having a Company employee sent to a customer residence for non-payment from \$20 to \$40.

**This is based on labor costs that have increased to an average rate of \$40 per hour since the original tariff was approved. The Company considers this the basic charge for any Company employee to perform any service at the customer's residence.**

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-13

Date of Response: 12/23/2011  
Witness: Nancy Oleson

Page 10, Paragraph 21, please explain why the developer is required to cover costs referenced in the last sentence of that paragraph.

**The Company considers those items to be a necessary part of the overall construction costs without regard to which party arranges for the work to be performed.**

Rosebrook Water Company Inc.  
 Docket No. DW 11-117  
 Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
 Request No. Staff 2-14

Date of Response: 12/23/2011  
 Witness: Nancy Oleson

Please respond to the following questions, comments and suggestions regarding the test of the proposed tariff:

- a). Page 1, 'Company' definition, change to "Rosebrook Water Company, Inc.. or its Employees or Representatives". **AGREED**
- b). Page 2, 'Individual Connection' definition, insert "a connection having a" at beginning of definition. **AGREED**
- c). Page 4, end of Section 3, 'water escaping there from' appears to refer only to a relocation of the service line on the customer's property. Please clarify the intent. (For example, make the last half of the sentence a separate sentence ending with "escaping from the customer-owned portion of the service line"? **AGREED**
- d). Page 4, Section 4.c, either spell out 'PPSI' (normally 'psi') or, preferably, change to something like 'pressure reduction and delivered pressure'. **SPELL OUT PPSI AND ADD ("psi")**
- e). Pages 4-5, Section 4.e, move last sentence to end of section 4.d. **AGREED**
- f). Page 7, Section 8, third line, insert 'as' before second 'authorized'? **AGREED**
- g). Page 8, Section 13.d, what is the distinction between "Service connection" and "Service Connection Charge", both listed as \$100? **ONE SHOULD READ "SERVICE RE-CONNECTION CHARGE" (HOOK UP SERVICE AFTER A SHUT-OFF), AND ONE SHOULD READ "INITIAL SERVICE CONNECTION CHARGE"**
- h). Page 10, Section 21.c. move first sentence to 21.b(5)? **AGREED**
- i). Page 11, Rate Schedule. Schedule S-8 of the company's annual report also indicates one 3-Inch and one 8-Inch meter. In this regard please identify any meter sizes in the company's system that are not listed in the rate schedule, as well as the company's current and proposed practice for billing same.

Rosebrook Water Company Inc.  
Docket No. DW 11-117  
Staff Data Requests – Set No. 2

Date Request Received: 11/28/2011  
Request No. Staff 2-14 page 2 of 2

Date of Response: 12/23/2011  
Witness: Marjory Taylor

**CURRENT BILLING STRUCTURE:**

SIZE OF METER	INITIAL CHARGE PER QUARTER
5/8"	\$ 35.00
1"	\$ 38.50
2"	\$101.50
3"	\$101.50
8"	\$101.50

**PROPOSED BILLING STRUCTURE:**

SIZE OF METER	INITIAL CHARGE PER QUARTER
5/8"	\$ 55.00
1"	\$100.00
2"	\$170.00
3"	\$230.00
8"	\$230.00

**THESE WERE NOT AMENDED IN THE REVISED TARIFF BECAUSE THE COMPANY WAS ADVISED THAT THESE RATES COULD NOT CHANGE UNTIL THE COMPANY PURSUED A RATE CASE.**

j). All pages should be "Revised", not "Original" (or entire tariff should be NHPUC NO. 2), and corrections made for consistent indentation, spaces between words, etc. throughout. **AGREED (COMPANY WAS ADVISED THAT THE AMENDMENTS WERE SIGNIFICANT ENOUGH THAT IT SHOULD BE CONSIDERED AN 'ORIGINAL' TARIFF).**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

**DW 11-117**

**ROSEBROOK WATER COMPANY, INC.**

**Request to Use Contribution In Aid of Construction (CIAC) Funds for Capital  
Improvements – Tariff Revisions and Fee Adjustments**

**Order *Nisi* Granting Tariff Revisions and Fee Adjustments**

**ORDER NO. 25,328**

**February 3, 2012**

**I. BACKGROUND**

On May 26, 2011, Rosebrook Water Company, Inc. (Rosebrook) filed a request to use funds from a Contributions In Aid of Construction (CIAC) account for capital improvements to its water system. These improvements would address deficiencies identified by the Department of Environmental Services (DES) in a Sanitary Survey dated October 22, 2010, as well as other longstanding system needs. Rosebrook provides service to some 400 customers within its franchise covering limited areas of the towns of Bethlehem and Carroll and the unincorporated township of Crawford's Purchase. Its customers comprise the Bretton Woods resort community, including the company's largest customer, the Mount Washington Hotel. The upgrades included, among other things replacing the water storage tank roof, providing permanent power to the tank level telemetry system, and installing pressure reducers, a backup submersible pump, and a generator. The CIAC account was established by Order No. 23,441. *See Rosebrook Water Company Inc.* 85 NH PUC 150 (2000). As of March 31, 2011, the balance in the fund was

\$212,350; the proposed capital improvements were estimated to cost between \$200,550 and \$219,450.

On June 29, 2011, Staff filed a recommendation that Rosebrook be permitted to use the CIAC funds provided the funds were only used for the proposed improvements. By secretarial letter dated August 2, 2011, the Commission approved Rosebrook's request to use the CIAC funds as proposed. Staff's June 29 letter also raised the issue that certain aspects of Rosebrook's tariff appeared to require clarification and/or resolution. Staff and the Company representatives had met on March 25, 2011, and discussed the issue of updating Rosebrook's tariff to clearly delineate the responsibility of the Company as well as customer obligations in providing and receiving water service. On August 15, 2011, Rosebrook filed with the Commission a revised tariff containing a number of non-water rate revisions including updating various fees. Rosebrook responded to a second Set of Data requests on December 14, 2011 concerning these revisions to its tariff, the most important of which are identified below:

**Terms and Conditions, 1. Service Pipe**, provisions now address the location and the number and manner in which various structures may be served; section b. (1) Single Family Homes, now clarifies ownership of Company owned shutoff valves as well as customer ownership and responsibility for maintenance of service pipes.

**3. Maintenance of Plumbing**, new provision specifying that repairs must take place "as soon as possible" where leaks may occur within the customer's areas of responsibility.

**4. Meters**, new language stating the Company supplies the initial meter; owners must install pressure reducing valves and backflow preventers in accordance with Company requirements;



provisions regarding the installation of remote outside meter readers; meter testing fees of \$225, with components of the charge delineated; .

**7. Cross Connections**, new provisions requiring businesses to install a cross connection backflow preventer in certain situations;

**8. Tampering**, new language describing Company owned facilities such as valves, grates, shutoffs, standpipes, hydrants, and the prohibition of operating such facilities by unauthorized personal.

**10. Landscape Repairs on Condominium Property**, language clarifying that Rosebrook will not be liable for landscaping or paving repairs that were required as a result of homeowner or association damage or alterations.

**13. Payment for service**, language increasing from 45 days to 60 days the time period after which a bill was rendered when service may be interrupted or discontinued for non-payment; new provision listing non-water fees.

**14. Applications for Service**, new language regarding authorization of “Company’s Agent” to enter a premise to perform water service.

**15. Disconnection of Service**, identification of additional reasons for disconnection, including non-payment consistent with section 13b, failure to maintain customer’s property to allow ease of access for Company personnel, and cross connecting specified in section 7.

**21. Main Pipe Extensions**, new language regarding obligations and costs of main extensions, pipes and associated facilities to serve new customers, language stating that no one except the Company may approve hook ups for hydrants or homes, or to establish connection.

On January 19, 2012, Staff filed a letter indicating that it has reviewed the Company's revisions to the terms and conditions in its currently effective tariff and finds the changes to be reasonable and therefore recommends that the changes be approved. Staff has also reviewed the increases proposed to a number of non-water rate fees, and after investigation and review of Rosebrook's breakdown of the components of the fees as submitted in the responses to Staff Data Requests set 2, Staff has concluded that the fees as proposed are cost justified and reasonable and therefore recommends approval of said fees. Staff also noted that the current fees in the tariff have been in effect since 1996.

## **II. COMMISSION ANALYSIS**

The Commission has reviewed the Company's proposed revisions to the terms and conditions in its currently effective tariff as well as the recommendation provided by Staff pursuant to RSA 378:5. We find the modifications to be reasonable and we will therefore provide our approval. We note that Staff's review of the proposed revisions to Rosebrook's schedule of miscellaneous service fees included a determination that such fees are based on actual costs, and therefore we will approve said fees as being reasonable and in the public interest. We note further that the proposed fee for meter testing, as discussed in Staff's recommendation letter, is modified from that originally filed by Rosebrook, in order to base that fee on actual costs incurred by Rosebrook as well as the actual testing fee to be charged by the third party vendor.

Because these proposed tariff revisions were a result of, and became a part of the review of the appropriateness of Rosebrook using the balance of its CIAC funds, the public was not

noticed as to the changes. We therefore provide our approval through the issuance of an order *nisi* in order to provide the public an opportunity to review and comment on the changes prior to the changes taking effect.

**Based upon the foregoing, it is hereby**

**ORDERED *NISI***, that subject to the effective date below, Rosebrook is authorized to revise its tariff as detailed in the Staff recommendation letter; and it is

**FURTHER ORDERED**, that Rosebrook is authorized to place into effect its tariff revisions, on the effective date of this order; and it is

**FURTHER ORDERED**, that Rosebrook shall cause a copy of this Order *Nisi* to be mailed by first class mail to the Town Clerks of Bethlehem and Carroll and the unincorporated township of Crawford's Purchase and to any known or prospective customers as well as published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to be no later than February 15, 2012 and to be documented by affidavit filed with this office on or before March 9, 2012; and it is


**FURTHER ORDERED**, that all persons interested in responding to this Order *Nisi* be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than February 22, 2012 for the Commission's consideration; and it is

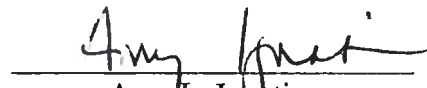
**FURTHER ORDERED**, that any party interested in responding to such comments or request for hearing shall do so no later than February 29, 2012; and it is

**FURTHER ORDERED**, that this Order *Nisi* shall be effective March 9, 2012, unless Rosebrook fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date; and it is

**FURTHER ORDERED**, that Rosebrook shall file a compliance tariff with the Commission on or before March 23, 2012, in accordance with N.H. Code Admin. Rules Puc 1603.02(b).

By order of the Public Utilities Commission of New Hampshire this third day of February, 2012.

  
\_\_\_\_\_  
Clifton C. Below  
Commissioner

  
\_\_\_\_\_  
Amy L. Ignatius  
Commissioner

Attested by:

  
\_\_\_\_\_  
Debra A. Howland  
Executive Director

---

SERVICE LIST - EMAIL ADDRESSES - DOCKET RELATED

---

Pursuant to N.H. Admin Rule Puc 203.11 (a) (1): Serve an electronic copy on each person identified on the service list.

Executive.Director@puc.nh.gov

amanda.noonan@puc.nh.gov

marcia.thunberg@puc.nh.gov

mark.naylor@puc.nh.gov

Meredith.A.Hatfield@oca.nh.gov

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steve.frink@puc.nh.gov

# UNION LEADER CORPORATION

## 588001

P O BOX 9513  
MANCHESTER, NH 03108

LEGAL PREPAID ACCOUNTS  
\*  
MANCHESTER NH 03109



I hereby certify that the legal notice of ROSEBROOK WATER CO., INC.,  
PO number:MARJORY TAYLOR was published in the New Hampshire Union Leader  
and/or New Hampshire Sunday News, newspapers printed at Manchester, NH  
by the Union Leader Corp.

On :

02/09/2012

State of New Hampshire  
Hillsborough County  
Subscribed and sworn to before me this

17th day of February, 2012

A handwritten signature in blue ink that reads "Phyllis E. Manning".

Notary Public



## Legal Notice

### STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DW 11-117

**ROSEBROOK WATER COMPANY, INC.  
Request to Use Contribution In Aid of  
Construction (CIAC) Funds for Capital  
Improvements - Tariff Revisions and  
Fee Adjustments  
Order Nisi Granting Tariff Revisions  
and Fee Adjustments  
ORDER NO. 25,328  
February 3, 2012**

#### I. BACKGROUND

On May 26, 2011, Rosebrook Water Company, Inc. (Rosebrook) filed a request to use funds from a Contributions In Aid of Construction (CIAC) account for capital improvements to its water system. These improvements would address deficiencies identified by the Department of Environmental Services (DES) in a Sanitary Survey dated October 22, 2010, as well as other longstanding system needs. Rosebrook provides service to some 400 customers within its franchise covering limited areas of the towns of Bethlehem and Carroll and the unincorporated township of Crawford's Purchase. Its customers comprise the Bretton Woods resort community, including the company's largest customer, the Mount Washington Hotel. The upgrades included, among other things replacing the water storage tank roof, providing permanent power to the tank level telemetry system, and installing pressure reducers, a backup submersible pump, and a generator. The CIAC account was established by Order No. 23,441. See Rosebrook Water Company Inc. 85 NH PUC 150 (2000). As of March 31, 2011, the balance in the fund was \$212,350; the proposed capital improvements were estimated to cost between \$200,550 and \$219,450.

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**Terms and Conditions, 1. Service Pipe**, provisions now address the location and the number and manner in which various structures may be served; section b. (1) Single Family Homes, now clarifies ownership of Company owned shutoff valves as well as customer ownership and responsibility for maintenance of service pipes.

**3. Maintenance of Plumbing**, new provision specifying that repairs must take place "as soon as possible" where leaks may occur within the customer's areas of responsibility.

**4. Meters**, new language stating the Company supplies the initial meter; owners must install pressure reducing valves and backflow preventers in accordance with Company requirements; provisions regarding the installation of remote outside meter readers; meter testing fees of \$225, with components of the charge delineated.

**7. Cross Connections**, new provisions requiring businesses to install a cross connection backflow preventer in certain situations;

**8. Tampering**, new language describing Company owned facilities such as valves, grates, shutoffs, standpipes, hydrants, and the prohibition of operating such facilities by unauthorized personal.

**10. Landscape Repairs on Condominium Property**, language clarifying that Rosebrook will not be liable for landscaping or paving repairs that were required as a result of homeowner or association damage or alterations.

**13. Payment for service**, language increasing from 45 days to 60 days the time period after which a bill was rendered when service may be interrupted or discontinued for non-payment; new provision listing non-water fees.

**14. Application for Service**, new language regarding authorization of "Company's Agent" to enter a premise to perform water service.

**15. Disconnection of Service**, identification of additional reasons for disconnection, including non-payment consistent with section 13b, failure to maintain customer's property to allow ease of access for Company personnel, and cross connecting specified in section 7.

**21. Main Pipe Extensions**, new language regarding obligations and costs of main extensions, pipes and associated facilities to serve new customers, language stating that no one except the Company may approve hook ups for hydrants or homes, or to establish connection.

On January 19, 2012, Staff filed a letter indicating that it has reviewed the Company's revisions to the terms and conditions in its currently effective tariff and finds the changes to be reasonable and therefore recommends that the changes be approved. Staff has also reviewed the increases proposed to a number of non-water rate fees, and after investigation and review of Rosebrook's breakdown of the components of the fees as submitted in the responses to Staff Data Requests set 2, Staff has concluded that the fees as proposed are cost justified and reasonable and therefore recommends approval of said fees. Staff also noted that the current fees in the tariff have been in effect since 1996.

#### II. COMMISSION ANALYSIS

The Commission has reviewed the Company's proposed revisions to the terms and conditions in its currently effective tariff as well as the recommendation provided by Staff pursuant to RSA 378:5. We find the modifications to be reasonable and we will therefore provide our approval. We note that Staff's review of the proposed revisions to Rosebrook's schedule of miscellaneous service fees included a determination that such fees are based on actual costs, and therefore we will approve said fees as being reasonable and in the public interest. We note further that the proposed fee for meter testing, as discussed in Staff's recommendation letter, is modified from that originally filed by Rosebrook, in order to base that fee on actual costs incurred by Rosebrook as well as the actual testing fee to be charged by the third party vendor.

Because these proposed tariff revisions were a result of, and became a part of the review of the appropriateness of Rosebrook using the balance of its CIAC funds, the public was not noticed as to the changes. We therefore provide our approval through the issuance of an order nisi in order to provide the public an opportunity to review and comment on the changes prior to the changes taking effect.

Based upon the foregoing, it is hereby

**ORDERED NISI**, that subject to the effective date below, Rosebrook is authorized to revise its tariff as detailed in the Staff recommendation letter; and it is

**FURTHER ORDERED**, that Rosebrook is authorized to place into effect its tariff

revisions, on the effective date of this order; and it is

**FURTHER ORDERED**, that Rosebrook shall cause a copy of this Order Nisi to be mailed by first class mail to the Town Clerks of Bethlehem and Carroll and the unincorporated township of Crawford's Purchase and to any known or prospective customers as well as published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to be no later than February 15, 2012 and to be documented by affidavit filed with this office on or before March 9, 2012; and it is

**FURTHER ORDERED**, that all persons interested in responding to this Order Nisi be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than February 22, 2012 for the Commission's consideration; and it is

**FURTHER ORDERED**, that any party interested in responding to such comments or request for hearing shall do so no later than February 29, 2012; and it is

**FURTHER ORDERED**, that this Order Nisi shall be effective March 9, 2012, unless Rosebrook fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date; and it is

**FURTHER ORDERED**, that Rosebrook shall file a compliance tariff with the Commission on or before March 23, 2012, in accordance with N.H. Code Admin. Rules Puc 1603.02(b).

By order of the Public Utilities Commission of New Hampshire this third day of February, 2012.

Clifton C. Below, Commissioner  
Amy L. Ignatius, Commissioner  
Attested by: Debra A. Howland  
Executive Director

(UL - Feb. 9)



**NHPUC No. 2 – WATER**

**ROSEBROOK WATER COMPANY, INC.**

**TARIFF**

**for**

**WATER SERVICE**

**in**

**THE STATE OF NEW HAMPSHIRE**

Issued:

3/19/12

Issued by:

Michael Brunetti

Effective:

\_\_\_\_\_

Title: Director



## **SERVICE AREA**

The territory authorized to be served by Rosebrook Water Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the incorporated Township of Crawford's Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

## **DEFINITIONS**

**Approved backflow device** - A backflow prevention device that has been manufactured to allow for accurate testing and inspection by a Rosebrook Water Company licensed operator so as to allow verification of performance.

**Backflow** - The flow of unwanted substances into the water distribution pipes of a potable supply of water.

**Backflow prevention device** - A device that is designed to, and which in practice does, prohibit unwanted substances from flowing into the water distribution pipes of a potable supply of water.

**Bypass** - Any piping arrangement installed so that water flows around rather than through a meter, pressure reducing valve or backflow prevention device.

**Company** - Employee or Representative of Rosebrook Water Company, Inc.

**Cross-connection** - Any actual or potential physical connection between public water supply and a potential source of contamination that would allow water or contaminants to be drawn back into the water system.

**Developer** - A person or entity proposing a new subdivision or other type of development.

**Exterior shut off ('Curb Stop')** – water shut off controlled by the Company.

**Individual Connection** - a connection having a securable water supply valve that shall only be opened or closed by an employee or agent of the Company.

**Premises** - includes the building, common area, and lawns.

## TERMS AND CONDITIONS

### 1. Service Pipe.

#### a. Location.

(1) Single Family Homes: Service pipe connections will be made in the street which is nearest to the premises served.

(2) Condominiums and Other Multi-Family Residences: One main service pipe may serve the total structure with individual connections to all units therein from a distribution manifold located on common property owned by the property owners' association.

(3) Commercial Buildings: Service pipe connections will be made in the street which is nearest to the premises served and one main service pipe may serve the total structure with individual connections to all businesses/units therein from a distribution manifold.

#### b. Installation, Ownership, and Maintenance.

(1) Single Family Homes: All service pipes up to and including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer. Such installations shall be in a manner approved by the Company in writing prior to construction and shall be no less than 3/4 inch inside diameter. All new exterior shut-off valves shall be placed at the property line.

(2) Condominiums and Other Multi-Family Residences: All service pipes up to and including the unit's exterior shut-off valve shall be owned and maintained by the Company. For condominiums, the space from the exterior shut-off valve to the premises shall belong to the association.

(3) Commercial Building: All service pipes up to and including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer(s).

c. Joint Use of Service Pipe Trench. No service pipes shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault.

d. Temporary Service Connection. Temporary service is one installed to any building or trailer not placed on a permanent foundation, or to a garden or for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

### 2. Winter Construction

Ordinarily, no new service pipes or extensions of main will be installed during winter conditions (when frost is in the ground) unless the customer shall defray all extra expense occasioned by such installation.

### 3. Maintenance of Plumbing.

Customers shall maintain the plumbing and fixtures within their own premises [e.g. building, common areas and lawns] in good repair, free from leaks and protected from freezing, at their own expense. Failure to do so as soon as possible after a problem is detected may result in service disconnection. Any relocation of the service pipe on customer's premises due to

change in grade, relocation of grade or otherwise shall be at the customer's expense. In no event shall the company be responsible for any damage done by water escaping from the customer-owned portion of the service line.

**4. Meters.**

- a. **Use of Meters.** All water service will be metered. The initial meter will be provided to the developer or homeowner by the Company. Subsequent owners will not be charged for a meter.
- b. **Size of Meter.** The size of the meter will be determined by the Company.
- c. **Meter Setting.** The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. Owners shall install in the following order: pressure reducing valve, backflow preventer and meter, as shown on Attachment A. Owner shall contact Company prior to purchasing a pressure reducing valve to ensure it meets the Company requirement for sufficient PPSI ("psi"). Once accepted by the Company, the meter and setting shall become the property of the Company. The Company reserves the right to charge customers for all expenses involved in water hook-ups. A meter, once set, will be relocated only at the customer's expense. No meter shall be installed if the percent error of registration is greater than that allowed by commission rules.
- d. Customers shall also install a remote reader outside of their condo/home. This reader will be provided by, owned by and maintained by the Company ("maintained" defined as replacement once the unit is no longer functional). The installation must be done by a professional during construction. If any unit or subscriber does not have a reader installed within 120 days from written notification the Company will install one at owner's expense. If owner does not permit the Company to install reader then service may be turned off. Customers must keep outside remote readers accessible, including cleared of snow, landscaping and any other obstruction.
- e. **Meter Boxes.** When the customer fails or neglects to furnish a suitable location for a meter inside his building or where, for other reasons, it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense.
- f. **Testing and Repairs.** The Company shall be responsible for all meter testing. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.
- g. **Auxiliary Meters.** If additional or auxiliary meters are desired by the customer or required for showing subdivision of the supply, they shall be furnished, installed and maintained at the customer's expense.
- h. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fees for testing such meters will be: \$225.00 for a 5/8" meter, \$250.00 for a 1" meter or at market rate, whichever is greater. Any meter in excess of 1" will not be sent out for testing but will instead be tested in place. The cost will be \$500 for the first meter, \$300 for each subsequent meter tested on the same day at the same location – all costs for testing these meters will be a direct pass through to the customer. All fees are payable in advance of the test. In the event the meter so tested is found to have an error in registration in excess of three percent (3%)

at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter. This correction shall apply to both over-and-under registrations.

i. The customer shall permit no one who is not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

## **5. Hot Water Tanks.**

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the customer's risk and in no case will the Company be liable for any damage occasioned thereby.

## **6. Restricted Use.**

Customers shall prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing or longer than necessary for proper use. When necessary to conserve supply, the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and other non-essential water consuming equipment.

## **7. Cross Connections.**

No cross connection between the public water system and any non-potable supply will be allowed unless protected by a system specifically designed for this purpose and the connection is approved by the Company and by the State of New Hampshire. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the Company discovers such a connection, service will be discontinued immediately.

A protective device shall be installed wherever an approved cross connection of water systems exists and/or where a potential threat to the potability of the water system can be shown to exist. All such devices shall be located at the service entrance, and all water consumption within the premises shall pass through the protective device.

The Company reserves the right to (1) require periodic inspections of customers' building or premises to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing; (2) require the purchase and installation of approved protective devices located at the service entrance to the premises as may be required to protect the potable water supply from potential cross connections; (3) require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and (4) terminate service upon failure to comply with any of the above requirements.

No interconnections with other systems shall be made unless said secondary source satisfies in all respects RSA Chapter 149 and other State laws and regulations pertaining thereto.

If a business' water usage alters the content of the water drawn off the Company system so that it could potentially contaminate the water purity if it flowed back into the system, the Company will require a cross connection backflow preventer. Examples include the following but not limited to: soda foundations, coffee makers connected to the water supply, ice makers, bars, spas and pools. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company. A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested since the Company merely serves as the agent to arrange for testing to be done. Reduced pressure type devices will be tested twice each year as required by NH Code of Administrative Rules, Env-WS 364 Backflow Prevention. Double check valves will be tested annually.

### **8. Tampering.**

All exterior valves, grates, shutoffs, standpipes, hydrants, meters, and all other Company property shall not be opened, or closed, or tampered with in any way by any person other than an authorized employee of the Company or as authorized by the Company.

- (1) Valves must not be paved over in roadways.
- (2) Shut offs must be accessible, clear of trees, bushes and mulch and a distance of not less than 4 feet from the building.
- (3) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.
- (4) Bypasses are prohibited except where approved by the Company. If necessary to have one, owner must install in a location specified by the Company.

### **9. Company Liability**

a. The Company will not be responsible for any damage by shutoffs in the mains or service pipes because of shortage of supply, repairs or construction or for other reasons beyond the control of the Company.

b. The Company will not be responsible for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates, valves or hydrants, or any other cause due to no lack of reasonable care on the part of the Company.

c. The Company will not be responsible for indirect or consequential damages caused by a lack of water or by leaks in the Company's mains, pipes or fittings.

### **10. Landscape Repairs on Condominium Property**

The Company will replace or repair landscaping or paving required by the Company's repairs to mains, piping and fittings located on condominium property if the Company's actions necessitated those repairs. The Company will not be liable for those landscaping or paving repairs which were required as a result of homeowner or association damage or alterations. Landscaping replacements will be similar to those installed by the developer of similar units.

### **11. Customer Responsibility**

Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode,

unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

**12. Deposits.** The company policy will comply with section 1203.03 of the commission rules.

**13. Payment for Service.**

a. Bills for water service will be rendered quarterly in January, April, July and October for services rendered the previous quarter in accordance with the “Terms of Payment” specified in the applicable rate schedule. Payments are due and payable at the office of the Company within thirty (30) days from the date the bill was rendered.

b. Disconnection for Non-Payment. Service may be interrupted or discontinued for nonpayment sixty (60) days or per current ruling from the date the bill was rendered provided a fourteen (14) day written notice has been given, per PUC 1203.11 of the commission rules.

c. Penalties and Charges. Interest shall be charged at eleven percent (11%) on all bills where payment is not received by the Company within thirty days (30) of the due date printed on the bill, until payment is received.

d. Non-water Rates:

Shut-off certified notice - \$15.00

Service Re-Connection - \$100.00

Penalty for Non-sufficient funds - \$35.00

Pre-disconnection payment at premises - \$40.00

Service Connection Charge - \$100.00

Customer-requested meter testing – Depends on size of meter: see section 4.h.

Back-flow preventer testing – actual expense to Company

All non-water rates are subject to adjustment in order to recoup any cost to the Company.

**14. Applications for Service.**

Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, he must present to the Company a permit in writing from the owner of the premises authorizing the company or the Company’s agent to enter the premises and do the necessary work. Whether or not a signed application for service is made by the customer and accepted by the Company, the rendering of service by the Company and its use by the customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service.

**15. Disconnection of Service.**

Service may be disconnected without notice for any of the following reasons:

a. Non-payment (section 13b.)

b. Use of water for purposes other than described in the application.

c. Misrepresentation in the application.

d. Willful waste of water.

- e. Tampering with Company property or not maintaining customer's property to allow ease of access for Company personnel
- f. For vacancy as defined in PUC 1203.11.
- g. For cross-connecting the Company's service pipe with any other supply source (section 7).
- h. For not installing remote reader (section 4d)
- i. For any other activity which violates the terms of the tariff.

**16. Vacancy of Premises.**

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

**17. Service Re-Connection Charge.**

A charge of one hundred dollars (\$100.00) will be made when service is re-established following disconnection for any reason.

**18. Right of Access.**

Any authorized Company representative shall have the right and be permitted access to customer's premises at any reasonable time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; enforce these Terms and Conditions.

**19. Penalty for Bad Checks.**

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge of thirty-five (\$35.00) or the actual administrative cost of recovery, whichever is greater, may be imposed.

**20. Collection Policy.**

Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a charge of forty dollars (\$40.00) will be imposed.

**21. Main Pipe Extensions/New Connections/New Construction**

Extensions of water mains, pipes and associated facilities to serve new customers will be made by the developer of the proposed subdivision or development at the developer's sole cost and expense. The Company considers these items to be a necessary part of the overall construction costs without regard to which party arranges for the work to be performed. The developer shall also reimburse the Company for its costs to prepare agreements, review engineering plans, and inspect the new facilities.

a. Construction plans and specifications for the proposed extension of mains and additions to valves, fittings, hydrants, pumps or other facilities shall be prepared by the developer's professional engineer in accordance with industry standards and local, state and federal regulations. The developer's plans and specifications are subject to review and approval by the Company's engineer. Reasonable modifications of the developer's plans requested by the Company shall be incorporated into the plans by the developer.

b. Prior to commencing to construct water facilities the developer will enter into a written contract with the Company in which the developer agrees:

(1) To transfer by bill of sale all water system facilities to the Company upon satisfactory inspection by the Company

(2) To allow the Company to inspect the constructed facilities during construction, and approve installation location and specifications prior to backfilling any trenches.

(3) To provide a one year comprehensive warranty on constructed facilities once the facilities are transferred to the Company.

(4) To provide the Company with three sets of as-built plans.

(5) To allow no one except Company to approve hook ups for hydrants or homes, and to establish connection.

c. Except under unusual circumstances, the construction of main extensions will be carried on between April 15 and November 15 of each year.

d. Prior to receiving service, the Developer shall grant to the Company easements necessary and sufficient for the Company to repair and maintain the conveyed facilities up to and including individual unit exterior shut-off valves.



**NHPUC NO. 2 – Water  
Rosebrook Water Company, Inc.**

**Original Page 9**

**GENERAL - SERVICE - Metered**

**Rate Schedule - 'GM'**

**AVAILABILITY:**

This schedule is applicable to all water service in the territory except municipal and private fire protection.

**CHARACTER OF SERVICE:**

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

**RATES - Quarterly**

The rate for metered service shall include an initial charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<b>Size of Meter</b>	<b>Initial Charge per Quarter</b>
5/8"	\$ 35.00
1"	\$ 38.50
2"	\$101.50
3"	\$101.50
8"	\$101.50

Issued: 3/19/12

Effective: \_\_\_\_\_

Issued by:   
Michael Brunetti

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

**NHPUC NO. 2 – Water  
Rosebrook Water Company, Inc.**

**Original Page 10**

**GENERAL - SERVICE - Metered (Continued)**

**Rate Schedule - 'GM'**

**QUANTITY OF WATER USED**

*Per 1000 gallons*            **\$04.04**

**MINIMUM CHARGE:**


The minimum charge will be the Initial Charge.

**TERMS OF PAYMENT:**

Bills under this rate are net and will be rendered (quarterly) on April 1, July 1, October 1, and January 1, and are due and payable upon presentation.

Issued: 3/19/12

Effective: \_\_\_\_\_

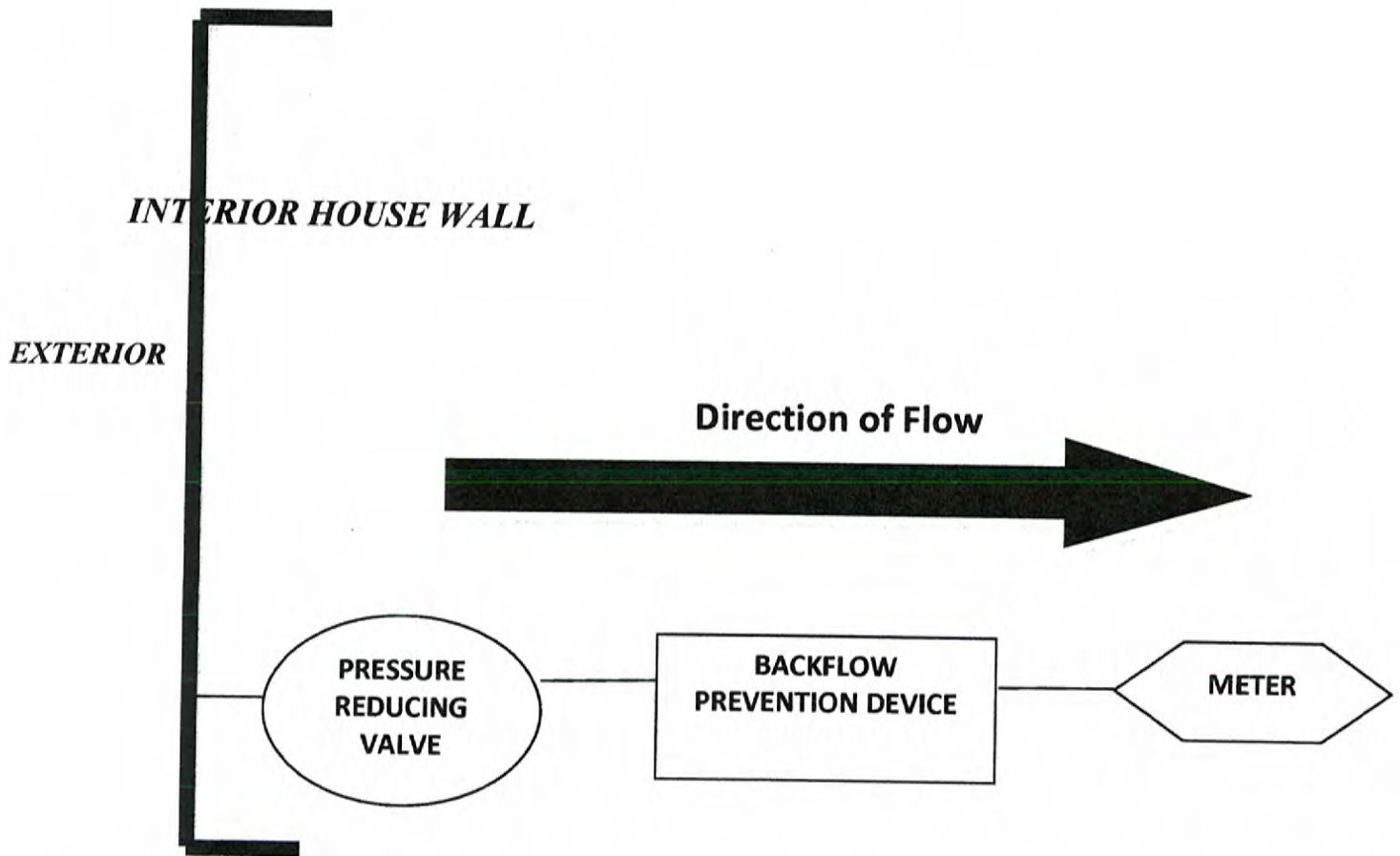
Issued by:   
Michael Brunetti

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

**NHPUC NO. 2 – Water  
Rosebrook Water Company, Inc.**

**Original Page 11**

***Attachment A: INSTALLATION SEQUENCE***



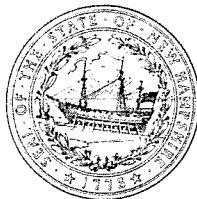
THE STATE OF NEW HAMPSHIRE

DW 19-131 Attachment D

CHAIRMAN  
Amy L. Ignatius

COMMISSIONERS  
Michael D. Harrington  
Robert R. Scott

EXECUTIVE DIRECTOR  
Debra A. Howland



**PUBLIC UTILITIES COMMISSION**  
21 S. Fruit Street, Suite 10  
Concord, N.H. 03301-2429

TDD Access: Relay NH  
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:  
[www.puc.nh.gov](http://www.puc.nh.gov)

April 20, 2012

Marjory Taylor, Controller  
Rosebrook Water Company, LLC  
210 Mount Washington Hotel Road  
Bretton Woods, NH 03575

Re: Rosebrook Water Company, LLC – DW 11-117 – NHPUC No. 2 Original Cover Page,  
Original Page 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

Dear Ms. Taylor:

Staff has reviewed the filing received on March 20, 2012 in the above-captioned proceeding and confirms compliance with Puc 1603 filing requirements. The tariff filing will be placed in our permanent file.

Enclosed for your records is a date stamped copy of the filing. If I can be of future assistance please contact me at (603) 271-6053 or via e-mail at [Denise.McKeen@puc.nh.gov](mailto:Denise.McKeen@puc.nh.gov).

Yours truly,

A handwritten signature in cursive script that reads "Denise R. McKeen".

Denise R. McKeen  
Program Assistant II

Enclosures  
cc: docketbk

TERMS AND CONDITIONS1. Application for Service

Application for water service may be made by either the owner or occupant of the premises. If the rendering of service requires a new service pipe and the application is made by the occupant of the premises he must present to the company a permit in writing from the owner of the premises authorizing the company to enter the premises and do the necessary work. Whether or not a signed application for service is made by the customer and accepted by the company, the rendering of service by the company and its use by the customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service.

2. Service Pipe

a. Location. Service pipe connection will be made only from the street which is the legal address of the premises served. Except that as to unit ownership structures and Town House structures one main service pipe may serve the total structure which individual connections to all units therein from within the structures.

b. Installation, Ownership and Maintenance. All service pipes, including the shut-off within the limits of the highway, shall be installed, owned and maintained by the company. From the limits of the highway to the premises served the service pipe, in accordance with company specifications, shall be installed, owned and maintained by the customer. Such installation shall be in no manner approved by the company,

Issued: May 25, 1974

Issued by: Paul T. Brown

Effective: May 25, 1974

Title: Chief

**STATE OF NEW HAMPSHIRE**

**Certificate of Cancellation  
of  
MWH PRESERVATION LIMITED PARTNERSHIP**

Pursuant to the provisions of the New Hampshire Uniform Limited Partnership Act, the undersigned limited partnership adopts the following articles for the purpose of cancelling its Certificate of Limited Partnership:

FIRST: The name of the limited partnership is MWH Preservation Limited Partnership.

SECOND: The date of filing of its Certificate of Limited Partnership was July 1 1991.

THIRD: The reason for filing the certificate of cancellation is: The limited partnership is no longer doing business in New Hampshire.

FOURTH: The effective date and time of the cancellation shall be December 31, 2006 at 11:59 p.m.

Dated: December 23, 2006

MWH PRESERVATION LIMITED PARTNERSHIP  
By: Mountain Properties Preservation Corp., its sole  
general partner

By: Wayne W. Presby  
Name: Wayne W. Presby  
Title Chairman



DNA 13 001

# DEVINE MILLIMET

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)

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.

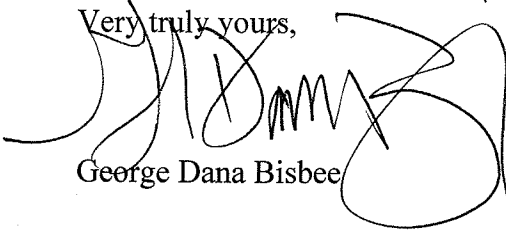
As of January 1, 2013, the four employees who have been providing operational and management services for Rosebrook Water through affiliated companies became employees of Rosebrook Water. That will eliminate the need for contracts with affiliated companies for the water utility. However, a new contract 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.

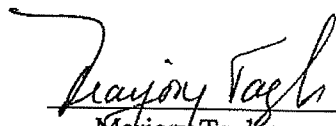
Attachment 4 -- Contract between MWH Construction Company, LLC and Rosebrook Water Company dated March 23, 2010 for work related to the pump house generator in the amount of \$54,000.

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

  
\_\_\_\_\_  
Marjory Taylor

# 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. Management: 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. Accounting: 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. Customer Accounting: 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. Customer Relations: 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. Accounts Payable: BWC shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. Engineering / Contractors: BWC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
7. Governmental Agencies: BWC shall be responsible for maintaining communications and for developing cooperative relationships with NHDES, NHPUC and the Town of Carroll.
8. Education: 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.

9. Finance: 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. Regulatory: 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.

Compensation: 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).

Term of Agreement: 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.

# ATTACHMENT 2

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:

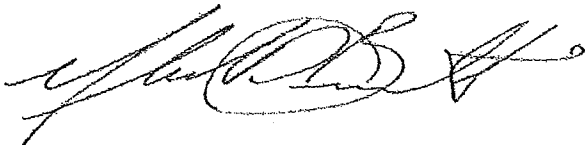
1. Management: BWS shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
2. Accounting: BWS shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of the PUC Annual Report, tax returns and other financial reporting requirements.
3. Customer Accounting: 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. Customer Relations: 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. Accounts Payable: BWS shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. Engineering / Contractors: BWS shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
7. Governmental Agencies: BWS shall be responsible for maintaining communications and for developing cooperative relationships with NHDES, NHPUC and the Town of Carroll.
8. Education: 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.

- 9. **Finance:** 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. **Regulatory:** 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.

**Compensation:** 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).

**Term of Agreement:** 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.

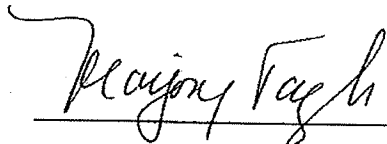


06/30/2011

Rosebrook Water Company

Michael Brunetti, Director

Date



07/01/2011

BW Services, LLC

Marjory Taylor, Controller

Date



# ATTACHMENT 3

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. Management: 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. Engineering / Contractors: MWHC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
3. Regulatory: 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. Equipment: 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.

Compensation: 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).

Term of Agreement: 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.

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.



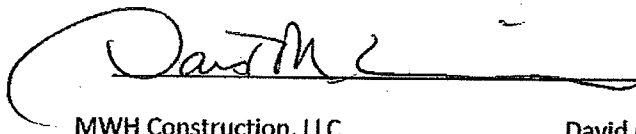
01/04/2012

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Rosebrook Water Company

Michael Brunetti, Director

Date



01/09/2012

MWH Construction, LLC

David Currier, Manager

Date

# ATTACHMENT 4

New Generator for Pump House

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

By: [Signature] Date: 3/23/10  
Michael D. Brunetti  
President

#923  
**POSTED**  
3-10

**OWNER:** Nancy Oleson Date: 3/23/10  
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

\*

**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:** dcurrier@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**

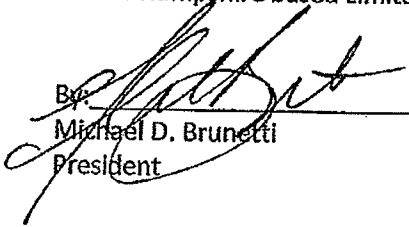
Owner is the owner of the Property referenced above (the "property") and Builder is a contractor engaged in the business of constructing homes and related improvements. Owner agrees to engage Builder to construct and/or related improvements ("improvements") for Owner on the property and Builder agrees 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 parties have set their hands and seals as of the date indicated under their signatures.

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

By:  Date: 3/23/10  
Michael D. Brunetti  
President

OWNER: Nancy Oleson Date: 3/23/10  
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. ( $\$54,000.00 \times 50\% = \$27,000.00$ ) **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

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 Date, 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 other construction activity may be commenced on the Property until the architectural 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 charges 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



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

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.

**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:

- (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.

**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 or 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

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 mailed, 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 on the third day following the date postmarked. The addresses of the parties to which 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:**

- (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 monies 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 parties are unable to resolve by mediation or other informal means, resolution will best be achieved through arbitration rather than civil litigation

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 NO Builder's initials MB

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.

- 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 MAJEURE:** 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.



**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 May 1, 2010 with substantial completion expected to be on or before June 15, 2010.

**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:**

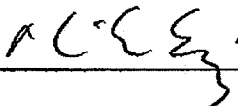
1. **Management:** RBW shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
2. **Accounting:** RBW shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of tax returns and other financial reporting requirements.
3. **Customer Accounting:** 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. **Customer Relations:** 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. **Accounts Payable:** RBW shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. **Engineering / Contractors:** RBW shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.

**Compensation:** 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).

**Term of Agreement:** 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.

  
\_\_\_\_\_  
Rosebrook Water Company, Inc.      Marjory Taylor, Controller      Date      12-31-2012

  
\_\_\_\_\_  
Resort Waste, Inc.      Michael Hahaj, Director      Date      12/31/12

# 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

	Act. Cost	Act. Revenue	Dates	Details
<b>Rosebrook Water</b>				
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 some 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 previously 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 shut offs
Paving	\$ 800.00	\$ 800.00	December 2010	General Manager arranged paving - this is a straight pass through of invoice from BLAKTOP, Inc. to repave after water line repair
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, soda ash needed to be unloaded off truck and moved to pumphouse 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, supplying labor, managing project to replace water tank cover
<b>Total Rosebrook Water</b>	<b>\$ 189,389.70</b>	<b>\$ 205,570.71</b>		
<b>Overall Markup %</b>		<b>8.54%</b>		



MWH Construction Company, LLC  
 210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

*GTP  
 water tank roof*

# Invoice

Date	Invoice #
1/31/2012	5422

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

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
8.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours  JAN HOURS FOR RESEARCH AND FOLLOW UP ON WATER TANK NEW ROOF PROJECT (CIP)	33.65	286.03

#105  
**POSTED**  
 1-12

Phone #
603-278-8887

<b>Total</b>	<b>\$286.03</b>
--------------	-----------------

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

**Invoice**

Date	Invoice #
2/29/2012	5434

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			2/29/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
14	D Carrier RT Contr...	D Carrier RT Contract jobs-true hours FEB 2012 LABOR ON WATER TANK ROOF PROJECT-CIP	33.65	471.10

#105  
**POSTED**  
 4-12

Phone #	<b>Total</b>	\$471.10
603-278-8887		

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

# Invoice

Date	Invoice #
3/31/2012	5443

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

<b>Ship To</b>

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 Carrier RT Contr...	D Carrier RT Contract jobs-true hours CARTOGRAPHIC ASSOC. COPIES OF PLANS FOR WATER TANK ROOF JOB  MARCH 2012 LABOR & MATERIALS FOR WATER TANK ROOF - CIP	33.65 24.00	1,463.78 24.00

#105  
**POSTED**  
 4-12

<b>Phone #</b>
603-278-8887

**Total** \$1,487.78

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

# Invoice

Date	Invoice #
4/30/2012	5453

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

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/30/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
30	D Carrier RT Contr...	D Carrier RT Contract jobs-true hours APRIL 2012 LABOR	33.65	1,009.50

# 105  
**POSTED**  
 4-12

Phone #
603-278-8887

<b>Total</b>	\$1,009.50
--------------	------------

**ROSEBROOK WATER COMPANY**

**3755**

MWH Construction Co. LLC			5/17/2012			
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/31/2012	Bill	5442	649.72	649.72		649.72
4/30/2012	Bill	198 FINAL	12,000.00	12,000.00		12,000.00
4/30/2012	Bill	✓5422	286.03	286.03		286.03
4/30/2012	Bill	✓5434	471.10	471.10		471.10
4/30/2012	Bill	✓5443	1,487.78	1,487.78		1,487.78
4/30/2012	Bill	✓5453	1,009.50	1,009.50		1,009.50
				<b>Check Amount</b>		<b>15,904.13</b>

Connecticut Bank-Reg

15,904.13

13272

Holtan Business Forms & Systems • 207-878-2888 Order # P01004-1

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

# Invoice

Date	Invoice #
5/31/2012	5459

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
20	D Currier RT Contr... MARK UP- Outsid...	D Currier RT Contract jobs-true hours mark up for labor OR materials +10% ON LABOR MAY 2012 HOURS FOR WATER TANK ROOF PROJECT CIP	33.65 67.30	673.00 67.30

# 105  
**POSTED**  
 5-12

Phone #	<b>Total</b>	\$740.30
603-278-8887		

ROSEBROOK WATER COMPANY

3769

MWH Construction Co. LLC  
 Date      Type      Reference  
 5/31/2012    Bill      5459

	6/26/2012		
Original Amt.	Balance Due	Discount	Payment
740.30	740.30		740.30
	Check Amount		740.30

Connecticut Bank-Reg

740.30

13272

Holtan Business Forms & Systems • 207-878-2886    Order # P81004-1

Attachment Staff 2-7(a)  
 Docket No. DW 12-299  
 Page 27 of 63

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

**Invoice**

Date	Invoice #
6/30/2012	5472

**PAID**  
**07/17/2012**

<b>Bill To</b> Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575	<b>Ship To</b>   
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P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			6/30/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description			Price Each	Amount
53.5	D Currier RT Contr... MARK UP- Outsid...	D Currier RT Contract jobs-true hours mark up for labor OR materials +10% ON LABOR			33.65 180.00	1,800.28 180.00
		JUNE LABOR FOR RESEARCH ON WATER TANK ROOF				
					<b>Total</b>	<b>\$1,980.28</b>

Phone #  
 603-278-8887



Attachment Staff 2-7(a)  
 Docket No. DW 12-299  
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MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

**Invoice**

Date	Invoice #
7/31/2012	RBW-12-18

7-31-12C

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			7/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
55	D Currier RT Contr...	D Currier RT Contract jobs-true hours  JULY 2012 LABOR FOR RESEARCH ON WATER TANK NEW ROOF	33.65	1,850.75

#105  
**POSTED**  
 7-12

<b>Phone #</b>
603-278-8887

**Total** \$1,850.75

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

# Invoice

Date	Invoice #
8/31/2012	5486

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

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
63.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours  AUG 2012 LABOR-DRAWING UP CONTRACT FOR ROOF CONTRACTOR, CALLS W/MIKE DUFFY FROM HORIZONS, MARKING TREES TO BE CUT FOR START OF PROJECT.	33.65	2,136.78

#105  
**POSTED**  
 P-P

Phone #	<b>Total</b>	\$2,136.78
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603-278-8887

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

*Part of  
 water tank  
 New Roof cap*

# Invoice

Date	Invoice #
8/31/2012	5485

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

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/31/2012			Water Tank-clearing trees

Quantity	Item Code	Description	Price Each	Amount
24	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	432.00
24	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	384.00
22	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	740.30
AUG 2012 LABOR FOR CLEARING TREES & BRUSH FOR WORK TO BE DONE AT WATER TANK NEW ROOF JOB.				

#105  
**POSTED**  
 8-12

Phone #
603-278-8887

<b>Total</b>	\$1,556.30
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**Invoice**

MWH Construction Company, LLC  
 210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

*Paid*

Date	Invoice #
8/31/2012	5491

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
	MARK UP- Outsid...	mark up for labor OR materials-JULY 2012 10% MARKUP LABOR INV #7-31-12	185.08	185.08
	MARK UP- Outsid...	mark up for labor OR materials-AUG 2012 10% MARKUP LABOR INV #5486	213.68	213.68
	MARK UP- Outsid...	mark up for labor OR materials-AUG 2012 10% MARKUP LABOR INV #5485	155.63	155.63

#105  
**POSTED**  
 8/2

<b>Phone #</b>
603-278-8887

**Total** \$554.39

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 Docket No. DW 12-299  
 Page 3 of 63

# Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

*Paul*

Date	Invoice #
8/31/2012	5490

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Shp	Via	F.O.B.	Project
			8/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
	Reimb Group			
		SACO ROOFING DEPOSIT DOWN ON WATER TANK ROOFING JOB **TOTAL JOB \$68,990.00 INCLUDES LABOR, MATERIALS & WARRANTY**	20,000.00	20,000.00
		CARON BLG #305122/RBW-WATER TANK NEW ROOF 5/8 ANCHOR & SETTING TOOL	59.51	59.51
		CARON BLG #305123/RBW-WATER TANK NEW ROOF-27/32 BIT	122.45	122.45
		CARON BLG #305578/RBW-WATER TANK NEW ROOF-5/8 HEAVY DUTY EYE NUT & 5/8 X 3' TREADED ROD	124.14	124.14
		CARON BLG #305581/RBW-WATER TANK NEW ROOF-2 5/8 HDI ANCHORS	100.90	100.90
		Total Reimbursable Expenses		20,407.00
		AUG 2012 MATERIALS		

#105  
**POSTED**  
 8-12

<b>Phone #</b>	<b>Total</b>
603-278-8887	\$20,407.00

# Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

Date	Invoice #
9/30/2012	✓ 5495

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/30/2012			Water Tank-clearing trees

Quantity	Item Code	Description	Price Each	Amount
40	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	720.00
40	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	640.00
31.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	1,059.98
	MARK UP- Outsid...	mark up for labor OR materials +10% ON LABOR	242.00	242.00
SEPT 2012 LABOR ON CLEARING TREES FOR WATER TANK NEW ROOF JOB CIP  # 105 POSTED 9-12				

<b>Phone #</b>
603-278-8887

**Total** \$2,661.98

**Invoice**

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

Date	Invoice #
9/30/2012	5496

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/30/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
96	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	1,728.00
88	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	1,408.00
94.5	D Currier RT Contr... Reimb Group	D Currier RT Contract jobs-true hours	33.65	3,179.93
		EXIT 41 RENTAL #34147/RBW-WATER TANK NEW ROOF-RENTAL OF WOOD CHIPPER FOR BRUSH REMOVAL AROUND WATER TANK TOWN OF CARROLL BLG PERMIT FOR RBW- WATER TANK NEW ROOF	275.00	275.00
		HOM DEPOT #9010476/RBW WATER TANK NEW ROOF-RATCHET STRAPS & TIE DOWNS, SHOVELS & SCOOPS	240.00	240.00
		FOSTER XROADS-DIESEL FOR EQUIP/RBW WATER TANK NEW ROOF	165.76	165.76
		IRVING -GAS FOR WOODCHIPPER/RBW WATER TANK NEW ROOF	65.82	65.82
		BW STATION-GAS FOR WOODCHIPPER/RBW WATER TANK NEW ROOF	15.83	15.83
		CALKINS TOILET #55952/RBW WATER TANK NEW ROOF JOB-RENTAL 1 TOILET & DELIVERY FEE 9/24-10/24-12	26.05	26.05
		Total Reimbursable Expenses	140.00	140.00
	MARK UP- Outsid...	mark up for labor OR materials +10% ON LABOR	631.60	928.46
		SEPT 2012 LABOR & MATERIALS FOR WATER TANK ROOF JOB CIP		631.60

#105  
**POSTED**  
 9-12

<b>Phone #</b>
603-278-8887

<b>Total</b>	<b>\$7,875.99</b>
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MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

**Invoice**

Date	Invoice #
10/27/2012	5502

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/27/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
112	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	3,768.80
88	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	1,584.00
82.5	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	1,320.00
56	C Robinson/OT Co...	C Robinson OT Contract jobs-true hours	27.00	1,512.00
53	W Whittum/OT Co...	W Whittum/OT Contract jobs-true hours	24.00	1,272.00
	Reimb Group			
		DODGE CONTRACTING #27833/RBW TANK NEW ROOF-LABOR AND MATERIALS TO DO EARTH WORK AROUND TANK	21,888.91	21,888.91
		SACO ROOFING 2ND INSTALL/RBW TANK NEW ROOF	30,000.00	30,000.00
		MB TRACTOR & EQUIP RTV FOR WATER TANK JOB TO MOVE PPL AND SUPPLIES UP MOUNTAIN	1,142.50	1,142.50
		HOME DEPOT #4022083/RBW TANK NEW ROOF-CIRCULAR SAW & BLADES	240.94	240.94
		HOME DEPOT #1022629/RBW TANK NEW ROOF-RIGID 18V LI-ION 5PC CORDLESS KIT	499.00	499.00
		HOME DEPOT #9014261/RBW TANK NEW ROOF-BITS, DECKMATE SCREWS,, GALV ROOFING	221.66	221.66
		HOME DEPOT #9014171/RBW TANK NEW ROOF-DEWALT 18V BATTERY 2PK.	99.00	99.00
		ASH SUPPLY #1994 LABOR & MATERIALS TO FIX MAKITA LS1030 SAW/RBW TANK NEW ROOF JOB	109.23	109.23
		CRAIGS LIST 10/17/12 2 TIRE CHAINS FOR LULL FOR RBW TANK NEW ROOF	250.00	250.00
		SACO ROOFING 3RD INSTALL AS QUOTED/RBW TANK NEW ROOF JOB	10,000.00	10,000.00
		FASTENAL #NHLIT18056 10-16-12/RBW TANK NEW ROOF-SCREWS	436.88	436.88
		FASTENAL #NHLIT18047 10-16-12/RBW TANK NEW ROOF-ASSORTED SCREWS	274.97	274.97
		FOSTERS 10-12-12/RBW TANK NEW ROOF- FUEL FOR PUMP & SAW	31.95	31.95
		FOSTERS 10-17-12/RBW TANK NEW ROOF-FUEL FOR EQUIPMENT	46.92	46.92

Phone #
603-278-8887

**Total**



Attachment Staff 2-7(a)  
 Docket No. DW 19-299  
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# Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

Date	Invoice #
10/27/2012	5502

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/27/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
		NAPA #038615 10-15-12/RBW TANK NEW ROOF-PINTLE HOOK FOR LULL Total Reimbursable Expenses	55.19	55.19 65,297.15
	MARK UP- Outsid...	OCT 1-27 2012 LABOR OCT 1-26 2012 MATERIALS mark up for labor OR materials +10% LABOR	945.68	945.68

#105  
**POSTED**  
 10-12

<b>Phone #</b>
603-278-8887

<b>Total</b>	\$75,699.63
--------------	-------------

ROSEBROOK WATER COMPANY

3841

MWH Construction Co. LLC  
 Date Type Reference  
 10/27/2012 Bill 5502  
 10/31/2012 Credit Transfer Cr #3

Original Amt.  
 75,699.63  
 -55,976.53

Balance 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

19,723.10

13272

Holtan Business Forms & Systems • 207-878-2688 Order # P81004-1

Attachment Staff 2-7/9  
 Docket No. DW 12-299  
 Page 41 of 63  
 9 of 10

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

# Invoice

Date	Invoice #
10/31/2012	5507

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

<b>Ship To</b>

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
	Reimb Group			
		CARON BLG #310949/RBW TANK NEW ROOF-DECK ADHESIVE & CONCRETE FILL	130.02	130.02
		CARON BLG #311014/RBW TANK NEW ROOF-PLYWOOD & CONCRETE	1,736.67	1,736.67
		CARON BLG #311063/RBW TANK NEW ROOF-M SEAL	62.67	62.67
		CARON BLG #311306/RBW TANK NEW ROOF-PLYWOOD & SILICONE	283.45	283.45
		CARON BLG #311308/RBW TANK NEW ROOF-ARCH BLADES	106.46	106.46
		CARON BLG #311307/RBW TANK NEW ROOF-PRO MIN FOAM INSULATION	226.16	226.16
		CARON BLG #311488/RBW TANK NEW ROOF-SCREWS	21.99	21.99
		CARON BLG #311488/RBW TANK NEW ROOF-FOAM INSULATION	139.71	139.71
		CARON BLG #311485/RBW TANK NEW ROOF-EXPANDING TAPE	250.68	250.68
		CARON BLG #311500/RBW TANK NEW ROOF-WEDGE ANCHORS & BITS	111.19	111.19
		Total Reimbursable Expenses		3,069.00
		OCT 2012 CARON BLGS STMT		

**POSTED**  
 10-12

<b>Phone #</b>
603-278-8887

**Total** \$3,069.00

ROSEBROOK WATER COMPANY

- MWH Construction Co. LLC

Date	Type	Reference
10/31/2012	Bill	5507
12/1/2012	Bill	MWHC 001-12-12

Original Amt.	3,069.00
	1,450.00

Balance Due	3,069.00
	1,450.00

12/4/2012	
Discount	

Check Amount

3854

Payment	3,069.00
	1,450.00
	4,519.00

Connecticut Bank-Reg

13272

4,519.00

Holtan Business Forms & Systems • 207-878-2888 Order # PB1004-1

MWH Construction Company, LLC

Invoice

210 Mount Washington Hotel Road  
Bretton Woods, NH 03575

Date	Invoice #
10/31/2012	5503

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

<b>Ship To</b>

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... Reimb Group	D Currier RT Contract jobs-true hours	33.65	269.20
		HOME DEPT #2015218/RBW TANK NEW ROOF-TRASH BAGS, BITS & BOLTS	67.28	67.28
		CALKINS TOILETS #56201/RBW TANK NEW ROOF-10/24-11/24 TOILET RENTAL	115.00	115.00
		HOME DEPOT #7024719/RBW TANK NEW ROOF-BLUE TARP	169.00	169.00
		WILCO DIRECT #9578/RBW TANK NEW ROOF-MATERIALS & FABRICATION OF 8" VENT PIPE & HATCH FRAME	3,375.00	3,375.00
		GN WOODS CONTAINER SERVICE #1465/RBW TANK NEW ROOF-DUMPING FEE FOR MONTH OF OCT 2012	3,009.60	3,009.60
		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

# 105  
**POSTED**  
10-12

PL 12/16/12 ck # 3856 \$ 29620

<b>Phone #</b>
603-278-8887

<b>Total</b>	\$7,032.00
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MWH Construction Company, LLC

210 Mount Washington Hotel Road  
Bretton Woods, NH 03575

# Invoice

Date	Invoice #
11/3/2012	5504

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

Ship To

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
16	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	288.00
16	D Currier Jr RT Co...	D Currier Jr RT Contract jobs-true hours	10.00	160.00
10.5	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	168.00
16	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	538.40
	Reimb Group			
		SACO ROOFING FINAL CONTRACTED PYMT/RBW TANK NEW ROOF	8,990.00	8,990.00
		FASTENAL #NHLIT18093/RBW TANK NEW ROOF-BOLTS	15.15	15.15
		LOWES #88941985/RBW TANK NEW ROOF-BOLTS & BITS	30.96	30.96
		Total Reimbursable Expenses		9,036.11
	MARK UP- Outsidi...	mark up for labor OR materials- 11/1-11/3/12 LABOR +10%	115.44	115.44

# 105  
**POSTED**  
11-2

Phone #
603-278-8887

<b>Total</b>	\$10,305.95
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ROSEBROOK WATER COMPANY

MWH Construction Co. LLC		
Date	Type	Reference
11/3/2012	Bill	5504

Original Amt.  
10,305.95

Balance Due  
10,305.95

11/6/2012	Discount
Check Amount	

Payment
10,305.95
10,305.95

3844

Connecticut Bank-Reg

13272

10,305.95

Holan Business Forms & Systems • 207-878-2868    Order # P81004-1

MWH Construction Company, LLC

210 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

# Invoice

Date	Invoice #
11/29/2012	5509

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

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/29/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
24	D Currier RT Contr... Reimb Group	D Currier RT Contract jobs-true hours	33.65	807.60
		HOME DEPOT #7015779/RBW TANK NEW ROOF-ROOFING ICE & WATER SHIELD, BULBS TUIE/RBW TANK NEW ROOF-PRESSURE WASH INSIDE OF WATER TANK BEFORE REFILLING.W FRESH WATER.	239.98	239.98
		DODGE #27894/RBW TANK NEW ROOF-CLEAN UP AREA AFTER CONSTRUCTION ON NEW ROOF. EXCAVATOR, TOPSOIL, HAY & RYE Total Reimbursable Expenses	5,000.00	5,000.00
			2,657.25	2,657.25
	MARK UP- Outsid...	mark up for labor OR materials-LABOR +10%	80.76	80.76
		#105 POSTED NET 98235.39 Pd. 12/6/12 ck # 3830 # 33814		

<b>Phone #</b>
603-278-8887

<b>Total</b>	\$8,785.59
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H Construction Company, LLC  
 10 Mount Washington Hotel Road  
 Bretton Woods, NH 03575

### Credit Memo

Date	Credit No.
11/29/2012	5510

<b>Customer</b>
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Description	Qty	Rate	P.O. No.	Project
				Water Tank-New Ro...
Misc receipts on jobs		550.20		Amount
				-550.20
			<b>Total</b>	\$-550.20
			<b>Invoices</b>	\$550.20
			<b>Balance Credit</b>	\$0.00

*Caron Bly Credit*

# MWH Construction Co., LLC

# INVOICE

310 Mount Washington Hotel Road  
Bretton Woods, NH 03575  
Phone 603-278-8887 Fax 603-278-1111  
[lmattthews@bwlandco.com](mailto:lmattthews@bwlandco.com)

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

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

DESCRIPTION	AMOUNT
<p>Rosebrook Water Co.- Trench Work:</p> <p>Aug 2011 labor to hand dig trench for Telemetry job. Hand digging was needed in wooded areas that the excavator could not get to. Trench is for laying hardwire to water tower for electricity.</p> <p>#105 POSTED 9-11</p>	<p>\$3,017.09</p>
<p>Total due upon receipt:</p>	<p>\$3,017.09</p>

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 BUSINESS!



## Professional Services Agreement 2016

This Professional Services Agreement (the "Agreement") is entered into as of this 1<sup>st</sup> day of January, 2016 (the "Effective Date") by and between Rosebrook Water Company, ("Consultant"), a New Hampshire based company and Omni Hotels Management Corporation, ("Client"), as agent for CLP Bretton Woods TRS Corp. (the "Owner"), with respect to the Owner's property commonly known as "Omni Mount Washington Resort" in Bretton Woods, NH. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client and Consultant hereby agree as follows:

1. **Description of Services.** Consultant shall perform the professional services ("Services") that are described on Exhibit "A" attached hereto.
2. **Compensation for Services.**
  - a. **Payments to Consultant:** Client shall pay Consultant for the services on a time and materials basis in accordance with Consultant's Schedule of Fees attached hereto as Exhibit "B" (the "Schedule of Fees").
  - b. **Invoices:** Consultant will invoice Client at the beginning of each month for the agreed upon amount of \$3,754.15/month which is 33% of the employee's wages. Additional services will be invoiced as an additional amount due and are outlined in Exhibit B (the "Schedule of Fees"). Payment is due to Consultant within fifteen days.
3. **Confidentiality.** All intellectual, technical, and commercial information of or concerning Client, whether oral or written, obtained by Consultant in the course of performing the Services (the "Confidential Information") shall be deemed to be confidential, restricted, and proprietary to Client. Consultant shall not reproduce or disclose any Confidential Information except as necessary to efficiently carry out the Services. Information that is (a) in the public domain, (b) known to or in the possession of Consultant prior to obtaining it in the course of performing the Services, or (c) developed by Consultant or others independently from Client and outside of the course of performing the Services, shall not be deemed Confidential Information. Consultant may disclose Confidential Information if and as required to do so by subpoena or court order.
4. **Promotion.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name or any mark of Client, of any other affiliated company in any of Consultant's advertising, publicity, or promotion to express or imply any endorsement by the above-named parties of Consultant's services or in any other manner whatsoever.
5. **Termination.** Client or Consultant may, at any time, for any reason and without cause, terminate this Agreement or suspend rendering of services hereunder upon a 30 day written notice to either party. Upon such termination, Consultant shall immediately stop work and Client shall pay Consultant the agreed upon amount for all Services performed by Consultant through the date of termination.
6. **Insurance.** Consultant shall purchase and maintain policies of insurance which names Client and Owner as additional insureds and will protect against claims which may arise out of Consultant's provision of the Services under this Agreement, including coverage for the following:
  - a. Commercial General Liability Insurance with minimum limits of \$2,000,000 combined single limit bodily injury and property damage liability per occurrence.
  - b. Workers' Compensation Insurance as required by applicable law.
  - c. General Environmental Insurance as required by applicable law.



7. Miscellaneous.

- a. **Notices:** Any notice, request, demand or other communication given or required to be given hereunder ("notice") shall be in writing and personally delivered, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized courier service such as Federal Express, addressed to the person who executed this Agreement on behalf of the party to whom notice is being given at such person's primary business address.
- b. **Governing Law:** This Agreement shall be governed by the laws of the State of New Hampshire, and any questions arising hereunder shall be construed or determined according to such laws.
- c. **Relationship of Parties:** This Agreement shall not be construed in any way to create a partnership of joint venture between the parties. The sole relationship of Consultant to Client is that of an independent contractor.
- d. **Attorneys' Fees:** If any party commences an action of Suit against another party arising out of the Agreement, whether it be an action for damages, equitable or declaratory relief, or otherwise, the prevailing party in such action or suit, whether or not suit proceeds to final judgment or whether it is settled out of court, shall be entitled to its reasonable attorneys' fee and court and other costs and expenses incurred. Except in the case of an out of court settlement, the prevailing party shall be the party who is entitled to recover its costs of suit, and a party not entitled to recover its costs shall not recover attorneys' fees.
- e. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as the Effective Date.

"Consultant"  
Rosebrook Water Company, Inc.

BY: *L. Balladares* Date: 11/5/15

Its: *Finance Manager*

"Client":  
CLP Bretton Woods TRS CORP.  
d/b/a Omni Mount Washington Resort  
By: Omni Hotels Management Corporation, its agent

BY: *[Signature]* Date: 11-9-15

Its: *Int. Mgmt. Dir.*

STAFF TZ ABENAKI 1-3

ATTACHMENT PAGE 4 OF 6



Rosebrook Water Company, Inc.  
www.rosebrookwatercompany.com

### EXHIBIT "A"

### Scope of Services

The basic services for the above Agreement are described as follows:

#### Drinking Water:

1. Water quality sampling at Top of Quad Restaurant in accordance with NH Department of Environmental Services (NHDES) Master Sampling schedule.
2. Water quality sampling at The Lodge in accordance with NH Department of Environmental Services (NHDES) Master Sampling schedule.

#### Wastewater:

1. Daily maintenance and upkeep of Hotel and Spa/Nordic Center pump stations, lagoons and lagoon area, pumps, blowers, blower building and weekly inspection of infiltration basins.
2. Inspection of pump stations at Base Lodge and First Aid Buildings. Fabyans and Bretton Arms pump stations and leach fields also included.
3. Sampling and testing for the Groundwater and Surface Water Quality Monitoring Program near Hotel rapid infiltration basins. Frequency as required by NHDES.
4. Recording of data from the piezometers near rapid infiltration basins once per week/52 weeks per year.
5. Weekly sampling and testing of influent and effluent samples.

#### Monthly reporting to NHDES.

#### Other Services Provided

Emergency on-call response availability 24 hours per day, 7 days per week. 52 weeks per year.

STAFF TO ABENAKI 1-3

ATTACHMENT PAGE 5 of 6

Rosebrook Water Company, Inc.  
www.rosebrookwatercompany.com



## EXHIBIT "B"

### Schedule of Fees

The monthly fee has been established to be approximately \$3,754.15 per month for the services described in Exhibit "A". This number will be adjusted from time to time in order to allow for salary/benefits increases for its employees. Notification will be provided in advance of any increase or change in monthly fee.

Any services provided outside normal business hours will be considered after hours and will be billed to client at a rate of \$75.00 per hour.

Any work that is additional to the scope that is outlined in Exhibit "A" will be billed out on a time and material basis.

Consultant will invoice Client at the beginning of each month for services to be performed during that month. Additional work performed will be invoiced that the time of service.

Payment is due from Client within fifteen days of invoice date.



Rosebrook Water Company, Inc.  
www.rosebrookwatercompany.com

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

Effective January 01, 2016

**ROSEBROOK WATER Duties**

Rosebrook Water Company, Inc. (RBWC) will provide the management and administrative services necessary to insure that Resort Waste Services Corporation. (RWS) 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:**

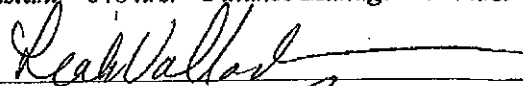
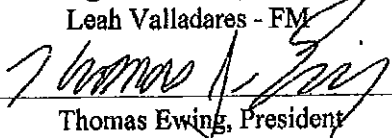
1. **Management:** RBWC shall be responsible for the overall management, finances, operation and maintenance of the company, as directed by the RWS Board of Director's, including its plant, the ongoing operation, and maintenance in accordance to the Operations Manual, State and Federal regulations.
2. **Accounting/Administrative:** RBWC 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. RBWC shall assist in all aspects in preparation of the Annual Meeting. RBWC will also have a representative at each Board Meeting as needed.
3. **Customer Accounting:** RBWC 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. **Customer Relations:** RBWC shall be responsible for establishing and maintaining communications with residential and commercial customers including the properties related to the Mount Washington Hotel and Resort Complex in ordinary course of business.
5. **Accounts Payable:** RBWC shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. **Engineering / Contractors:** RBWC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects, subject to review and approval by the RWS Board of Director's.

**Compensation:** This agreement is firm-fixed priced in the amount of \$97,859.50 for the year ending December 31, 2016. Payable on the first of each month in the amount of \$8,155.00.

**Term of Agreement:** The term of the agreement shall be for one year from January 01, 2016 to December 31, 2016 with an automatic renewal unless there is a 90-day written notice of termination from either party.

a). This amount represents salary, benefits & facilities charges for the four employees directly involved in maintaining the water system, accounting and administrative functions as outlined in paragraphs 1-6. RBWC shall provide the following estimated minimum hours of support in 2016 to execute the services outlined above in items 1-6:

\*Plant Manager- 648 hrs. \* Plant Assistant - 648 hrs. \*Finance Manager- 816 hrs. \* Accounting Clerk- 972 hrs.

		20 NOV 15
Rosebrook Water Company, Inc.	Leah Valladares - FM	Date
		20 NOV 15
Resort Waste Services Corporation	Thomas Ewing, President	Date

# STATE OF NEW HAMPSHIRE

## Inter-Department Communication

DATE: May 14, 2013

AT (OFFICE): NHPUC

**FROM:** Karen Moran, Chief Auditor  
James Schuler, Examiner  
Debra Piaseczny, Examiner

**SUBJECT:** Rosebrook Water Company, Inc.  
FINAL Audit Report - DW 12-306

**TO:** Mark Naylor, Director, Gas/Water Division  
Jayson Laflamme, Analyst, Gas/Water Division  
Robyn Descoteau, Analyst, Gas/Water Division

<b>ORIGINAL</b>	
N.H.P.U.C. Case No.	DW 12-306
Exhibit No.	#4
Witness	Jang I'
<b>DO NOT REMOVE FROM FILE</b>	

### Introduction

Rosebrook Water Company filed a notice on October 12, 2012 of intent to increase rates to its 404 customers by approximately 33%. On February 27, 2013, supplemental schedules were provided, outlining the termination of affiliate agreements and the hiring of Rosebrook employees.

The PUC Audit staff was asked to audit the books and records of the Company for the test year ending December 31, 2011.

Audit appreciates the assistance provided to us by Laurie Matthews, Accounting Clerk at Rosebrook Water Company.

### Ownership

In docket DW06-149, Order 24,773 issued 7/12/2007, the Commission approved the stock transfer from the MWH Preservation Limited Partnership to the BW Land Holdings, LLC, a Delaware limited liability corporation. The PUC annual reports have reflected BW Land Holdings as the sole owner of Rosebrook Water since 2007.

As part of the review of Rosebrook's federal tax returns filed in 2009, 2010, and 2011 (refer to the Tax portion of this report), schedule G of form 1120 reflects Celebration Bretton Woods, LLC as 100% owner of Rosebrook Water.

Audit is aware that docket DW12-299 was opened to transfer the stock from BW Land Holdings, LLC to REDUS, a Delaware LLC which is wholly owned by REDUS Properties, Inc, which is wholly owned by Wells Fargo, a North Carolina based company.

Audit did not attempt to reconcile the reported ownership on the federal tax returns with the Commission approved ownership. **Audit Issue #1**



## Affiliate Agreements

During the test year, none of the affiliate agreements had been provided to the Commission, and the MWH Construction agreement was not documented. Audit is aware that some but not all of the affiliate relationships have been documented in docket DW13-001.

There is no documentation supporting the relationship with Celebration Associates, which is ongoing.

### **Audit Issue #2**

BW Club went out of business in mid-2011, and both BW Services and MWH Construction went out of business at the end of 2012. During 2011, Rosebrook paid the following fees as noted:

- BW Club \$7,200 monthly from January through July plus \$414 for workers' compensation. Total expensed during the year was \$46,598. An adjusting entry in the amount of \$30,302 was backdated to August 2011 to reflect the closing of the company.
- BW Services \$6,700 monthly from August through December. Total expensed during the year was \$33,500.
- MWH Construction \$1,450 monthly for the entire year, plus additional minimal services. The total incurred expense for the year was \$17,703. An adjusting entry reduced the test year expense to \$771.
- Celebration Associates, LLC was paid as invoiced for the services of the General Manager and the Director of Finance. The first was invoiced at \$275 per hour and the second at \$150 per hour. During 2011, Celebration was paid \$7,916.

All fees paid were identified on the Company's general ledger as administrative and were posted to account #923 (refer to the Operations and Maintenance portion of this report for additional information).

Audit requested clarification of the corporate organizational chart, in an effort to document the affiliate relationships. A chart, dated June 2006, reflected the following:

### **Mt. Washington/Bretton Woods Entity Chart**

CA Partners-Bretton Woods #1, LLC 65% owner Celebration Bretton Woods, LLC  
 TSC Investment Company, LLC 7.5% owner Celebration Bretton Woods, LLC  
 BW National Resort Management LLC 25% owner Celebration Bretton Woods, LLC

Celebration Bretton Woods LLC a North Carolina LLC owns 50% of BW Land Holdings, LLC a Delaware LLC and 50% of BW Resort Management Company, LLC (*aka* the Tenant) a Delaware LLC.

The BW Resort Management Company LLC 100% owned the BW Services Company, LLC, a NH LLC.

Crosland BW Investors, LLC 100% owner of Crosland Bretton Woods, LLC

Crosland Bretton Woods, LLC, a NC LLC owns 50% of BW Land Holdings, LLC a Delaware LLC and 50% of BW Resort Management Company, LLC(*aka* the Tenant) a Delaware LLC.

The BW Land Holdings LLC 100% owned the following entities:

- Rosebrook Water Co., Inc – a NH corporation
- MWH Construction LLC - a NH LLC
- Bretton Woods Community Television, Inc. – a NH corporation
- Bretton Woods Land Co., LLC – - a NH LLC
- BW Sports Complex, LLC - a NH LLC
- BW Club, LLC - a NH LLC
- BW Realty, LLC - a NH LLC

While onsite, the Audit staff was told that all entities owned by BW Land Holdings were out of business, with Rosebrook being the only exception. Audit reviewed the corporate status with the NH Secretary of State, and all of the entities were in Good Standing as of March 26, 2013, with the exception of BW Club which was not in Good Standing. BW Land Holdings was noted on the NH Secretary of State’s website as being current and in Good Standing. Audit was unable to determine the status of the registration in Delaware. The North Carolina LLCs were verified to the NC Secretary of State’s website as being in Good Standing. **Audit Issue #3**

**Account # 131-Cash**

The cash noted on the PUC annual report, as well as the filing, reflects \$165,160. Audit verified the total to the following two general ledger accounts:

	<u>General Ledger</u>	<u>Statement</u>	<u>Variance</u>
#131.2A Connecticut Bank-Regular Checking	\$ 82,372	\$ 82,385	\$(13)
#131.2C Meredith (CIAC Money Market)	<u>\$ 82,788</u>	<u>\$ 82,788</u>	<u>-0-</u>
Total Cash per the General Ledger	\$165,160	\$165,173	\$(13)

The Company provided Audit with copies of monthly bank statements and reconciliations for the test year for the Connecticut River Bank (CRB) regular checking account and the Meredith Village Savings Bank Contributions in Aid of Construction (CIAC) money market account.

The Company indicated that the Ms Taylor the Controller, Mike Brunetti, Dave Currier, and Charles Adams were authorized to sign checks during the test year. The Company indicated that deposits are generally made daily by the Accounting Clerk.

During the test year, the Controller reconciled the bank statements. The Controller retired at the end of 2012 and the Accounting Clerk is currently reconciling the bank statements. As a result of the Controller’s retirement, checks are currently printed then mailed, along with stamped and addressed envelopes, to Virginia to Mike Hahaj for signatures. The checks are then mailed from Virginia to respective vendors. This additional step has made the accounts payable process less efficient for the

Accounting Clerk, increased the amount of time from when checks are issued to when the vendors receive the payments, and increased the postal expense. **Audit Issue #4**

Audit requested clarification of Mr Hahaj's involvement with Rosebrook and was provided with the following: *"Mike Hahaj is a C.P.A. and Director of Finance for Celebration Associates, LLC. Celebration Associates were previously retained by BW Land Holdings as the manager for the investment in Bretton Woods and Mike continues to serve in a financial and operating capacity on behalf of Celebration and Crosland for Rosebrook Water. Mike has previous experience with (2) regulated utilities in North Carolina, having been involved in the initial franchising, ongoing accounting, annual reporting and rate making proceedings."*

The CRB checking account reflects the day-to-day activities of the Company and the capital improvement projects including, \$130,000 transferred from the CIAC account during the test year. In May, Audit noted a return item fee of \$15 was assessed against the CRB checking account for a customer's returned check. The tariff indicates that a fee of \$5 or the administrative cost can be charged to the customer. Audit noted that the customer was billed for the full \$15. The ending balance per CRB checking account statement as of December 31, 2011 was \$82,385 and the ending balance per general ledger was \$82,372. The general ledger is understated by \$13. Immaterial.

A review of the CIAC money market account revealed that it earned \$539 of interest during 2011 the offset of which was booked to general ledger account 419, Interest and Dividend Income rather than the CIAC general ledger account #271.

There were no deposits or credits, other than the interest, reflected in the monthly bank statements, and only two checks were processed during 2011 on September 2, 2011 and on December 29, 2011 for \$50,000 and \$80,000 respectively. The ending balance in the CIAC account per both the checking account statement and the general ledger as of December 31, 2011 was \$82,788.

The ending balances in the general ledger accounts for both cash accounts of \$82,372 and \$82,788 sum to \$165,160 which agrees with the annual report and the rate filing.

#### **Account # 101 - Property, Plant and Equipment**

Property, plant and equipment as reported on the schedule F-8 of the 2011 PUC annual report was \$1,134,254. The amount was verified to schedule 2 of the rate filing and overall to the Company's general ledger. However individual accounts of the general ledger could not be tied out to schedule F-8 of the annual report. Specifically at 12/31/2011:

## Utility Plant in Service (Accounts 101 &amp; 104)

Acct. #	Account	Balance per Annual Report	Balance per General Ledger	Variance
301	Organization	42,295	42,294	1
302	Franchises	-	-	-
303	Land & Land Rights	-	-	-
304	Structures & Improvements	134,376	3,888	130,488
305	Collecting & Impounding	-	-	-
306	Lake, River & Other Lakes	-	-	-
307	Wells & Springs	222,547	222,547	1
308	Infiltration Galleries & Tunnels	-	-	-
309	Supply Mains	254,700	-	254,700
310	Power Generation Equipment	-	-	-
311	Pumping Equipment	63,242	49,043	14,199
320	Water Treatment Equipment	26,631	27,252	(621)
330	Distribution Reservoirs & Standpipes	-	-	-
331	Transmission & Distribution Mains	202,434	135,585	66,849
333	Services	29,041	18,977	10,064
334	Meters & Meter Installations	41,515	25,659	15,856
335	Hydrants	40,601	36,574	4,027
339	Other Plant & Miscellaneous Equipment	6,713	-	6,713
340	Office Furniture & Equipment	-	-	-
341	Transportation Equipment	17,173	17,173	(0)
342	Stores Equipment	-	-	-
343	Tools, Shop & Garage Equipment	4,003	4,003	1
344	Laboratory Equipment	-	-	-
345	Power Operated Equipment	-	-	-
346	Communication Equipment	48,286	48,287	(1)
347	Computer Equipment	696	696	-
348	Other Tangible Plant	-	-	-
101	Property Plant & Equipment - Other	-	502,274	(502,274)
		1,134,253	1,134,253	0

The Company provided a detailed general ledger back to June 2000. The June 2000 general ledger reflected a “lump” beginning balance journal entry. However, the balance does not tie to the annual report and no backup is available for assets placed in service before 2005. The Preparer provided a depreciation schedule for 2011, the basis of which tied to schedule F-8 of the annual report, including the individual accounts. It appears that the Preparer has different property, plant and equipment records than the Company. **Audit Issue #5.**

Audit attempted to verify certain selected plant additions and retirements for 2000-2011 (last rate case was 1999). The results of the documentation review are:

- The Company was unable to provide any backup for plant assets from before 2005 and virtually all retirements **Audit Issue #6**
- Of Audit's selections of additions and retirements to plant for 2005-2011:
  - the Company was able to provide support for the additions in 2011,
  - of the \$104,791 of additions requested in 2010 the Company was only able to provide \$38,894 of support **Audit Issue #7**
  - the Company was able to provide all but a total of \$3,235 of support for selected additions requested in 2007, 2008 and 2009.

Audit requested the continuing property records (CPRs) from the Company for all plant assets but the Company was unable to provide them. **Audit Issue #8**. Because of the Company's lack of accurate property, plant and equipment records Audit was unable to adequately verify the costs associated the plant assets including the additions and retirements.

Rosebrook's lack of accurate records was addressed by the Commission in DW 06-149 and resulting settlement agreement, executed in April 2007, as a condition of the approval of the transfer of Rosebrook stock from MWH Preservation LP to BW Land Holding LLC. The settlement agreement stated in part "...Rosebrook shall reconstruct its accounting to accurately provide information related to the value of fixed plant, the CIAC account, accumulated depreciation, and accumulated CIAC amortization accounts..." **Audit Issue Plant #8**

#### Additions and Retirements- Plant in Service -2011

According to the PUC annual report, schedule F-8, Utility Plant in Service, the Company reported the following during the test year:

##### Additions

#334 Meters and Meter Installations	\$ 1,125
#346 Communication Equipment	\$21,376

##### Retirements

#310 Power Generation Equipment	(1,000)
#334 Meters and Meter Installations	( 203)

##### Transfer

#346 Communication Equipment	( 696)
#347 Computer Equipment	696

The above changes to plant were verified to the rate filing and the depreciation schedule provided by the Preparer. See below for general ledger verification.

#### Account #310 - \$1,000 Retirement of Generator

During the test year the Company retired a generator from plant account #310, Power Generation Equipment, which had been placed in service in 2007 with an original cost of \$1,000 and a depreciable

life of ten years. The entry to remove the asset from the Company's general ledger on September 30, 2011 was:

Account # 108 - Accumulated Depreciation	\$425	
Account # 610.04b - Other Income and Deductions – Other	\$575	
Account # 310 - Power Generation Equipment		\$999

While the credit to plant was correct, the debit to accumulated depreciation should have been for the \$999, as required under section 610.01(e)(10) of the Uniform System of Accounts for Water Utilities. The entry the Company made reduced other income by \$575. **Audit Issue #9**

Schedule F-8, Utility Plant in Service, of the annual report reflects retirements of \$1,203 (which includes the generator of \$1,000) and schedule F-11, Accumulated Depreciation of Utility Plant in Service, reflects a debit increase to the accumulated depreciation of \$1,203. However, schedule F-2, Statement of Income, from the annual report reflects interest and dividend income of \$3,612 which is a netted number comprised of:

Account #419 - Interest and Dividend Income	\$2,205
Account #610.04b - Other Income and Deductions – Other	<u>\$1,408</u>
	\$3,612

Account #610.04b includes the \$575 reduction of other income, incorrectly posted to the general ledger as discussed above. It appears that the annual report contains conflicting information, and reflects the \$575 twice. Refer to **Audit Issue #9 and Audit Issue #5**.

#### Account #346 - \$21,376 Addition of Communication Equipment

During the test year Rosebrook placed \$21,376 of plant in to service in account #346, Communication Equipment (funded with CIAC). Audit reviewed the invoices associated with the additions, which included invoices for digging a trench to the water tank (using both equipment and hand trenching), materials and labor to convert the tank to AC voltage, and to hard wire the solar collector and transmitter. This project was under taken and completed to cure a deficiency received in a DES Sanitary Survey. It was started in August 2011 and was completed and placed in service in September 2011. The addition of communication equipment was reflected in the general ledger. At year-end, the general ledger balance of \$48,287 agreed with the annual report and filing.

#### Account #334 - \$1,125 and (\$203) Addition and Retirement of Meters & Meter Installations

During the test year the Company reported additions of \$1,125 and retirements of \$203 on the annual report and rate filing. The addition and retirement of the meters were reflected in account #334.1a of the general ledger. The ending balance of the two meter accounts:

#334 Meters/Installations-Other	\$ 1,269
#334.1a Meters/Installations-Residential	<u>\$24,390</u>
Total per the general ledger	\$25,659
Total per the annual report	<u>\$41,515</u>
Variance	\$15,856 Refer to <b>Audit Issue #5</b>

### Capital Improvements Plan (CIP)

On May 26, 2011 Rosebrook filed a request to use funds from the CIAC account for capital improvements to its water system (see docket DW 11-117). The improvements were estimated to cost between \$200,550 and \$219,450 (balance of CIAC funds \$212,350 as of March 31, 2011) and were outlined in a capital improvements plan (CIP) submitted to the Commission. The CIP was submitted in lieu of an E-22 Form and anticipated that all improvements would be covered by CIAC funds.

During the on-site fieldwork, Audit became aware of an updated CIP prepared on August 9, 2011 that reflected what appears to be the same the capital improvements but with an updated total estimated cost of \$289,700, with \$209,200 of improvements slated for the current CIP and \$80,500 of the improvements indicated as “future” improvements (balance of CIAC funds \$212,554). A note on the updated CIP indicated “Potential for government grants to offset partial generator expense Mike Duffy of Horizons looking into details”.

Audit compared the two CIPs to the CWIP schedule provided by the company, which identified each capital improvement project in the CWIP general ledger. The total reflected for the capital improvement projects from December 31, 2010 through November 6, 2012 was \$304,595, the schedule indicates that \$212,857 of CIAC funds were used and that balance of the funds, \$91,738 would be from operating revenues.

The following is a summary of CIP projects and cost of completion per CWIP schedule provided by the Company:

9/30/2011 Storage Tank Power	\$ 21,376
2/29/2012 Submersible Pump	\$ 46,162
4/30/2012 Pump House Generator project	\$ 54,000
11/6/2012 Water Storage Tank Roof	<u>\$183,057</u>
Total Capital Improvement Projects	\$304,595

### Schedule 6a – 2012 Step Increase Included in Rate Filing

The Company included a 2012 Step Increase in its rate filing (see schedules 6 and 6a) that requested an increase in rates to cover the increase in property taxes due to the addition of \$233,114 of plant assets. The Step reflected estimates of the three CIP/CWIP projects which were placed in service in 2012 above. Specifically, the filing Schedule 6a (dated February 22, 2013) reflects the following *estimated* information:

#### Additions to Plant

<u>Project</u>	<u>Account</u>	<u>Estimated Costs</u>
Tank Roof	304	162,354
Diesel Generator	310	42,000
Submersible Pump	311	<u>28,760</u>
		233,114

The filing did not reflect any retirements associated with the additions to plant. A statement indicated that the additions were funded with CIAC funds. Audit requested a copy of the 2012 general ledger from the Company which provided the following information.

Project	Account	Costs	Retirements
Tank Roof	304	183,657	(75,000)
Pumping Equip-Motor / Engine Diesel Generator / Submersible Pump	311.1	100,162	(14,366)
		283,819	(89,366)

Audit requested clarification of the estimates vs. actual costs and retirements noted on the general ledger, and the Preparer explained that the information provided in schedules 6 and 6a were estimated information only and that he had not reviewed the Company's 2012 information. **Audit Issue #10**

Account #105 - \$83,024 Construction Work in Progress (CWIP)

CWIP reported on schedule F-6 of the 2011 annual report was \$83,024 which was verified to the Company's general ledger and consisted of the following:

Diesel Generator	27,000
Tank Roof	27,354
Submersible Pump	28,670
	<u>83,024</u>

Audit noted that CWIP was (correctly) not included Schedule 2 of the rate filing.

On September 30, 2011 the general ledger reflected \$21,376 of CWIP being transferred to account 346 communication equipment alarm system which agrees to the plant additions reported on schedule F-8 of the 2011 annual report.

Contracts and Agreements Related to CIP and Plant

Water Storage Tank Roof Replacement Project

MWH Construction Company LLC (MWH Construction) provided services to Rosebrook for the water storage tank roof replacement project during 2011 – 2012 which was placed in service during 2012. There was no written contract between MWH Construction and Rosebrook for this project, although it appears that MWH Construction acted as the general contractor for the project. **Audit Issue #2**

A Company generated CWIP spreadsheet indicates invoices from MWH Construction for the tank roof project totaling \$145,920 through 11/6/2012 for MWHC Labor, pass-through of materials and supply expenses and outside labor. Two of the major participants in the water storage tank project were



Horizons Engineering (\$41,840) and Saco Roofing (\$68,990) (see below for more information). The fees associated with Saco are included in the \$145,920 noted above.

Horizons Engineering Contract – Water Storage Tank Roof Replacement Project

On November 23, 2010 Horizons Engineering Inc. (Horizons) and Stewart Structural Engineering, PLLC issued an inspection report of the storage tank roof which recommended that the tank roof be replaced. On February 16, 2011 Rosebrook entered into an agreement with Horizons to provide for the final design and permitting of tank improvements and services associated with the construction of the improvements. Fees associated with the contract totaled \$41,840 to be paid as tasks were completed.

Saco Roofing – Water Storage Tank Roof Replacement Project

On August 2, 2012 Rosebrook entered into an agreement with Saco Roofing (Saco) for the labor, materials and warranty for the replacement of the storage tank roof which totaled \$68,990. An arrangement was made which required a deposit of \$20,000 and three subsequent payments of \$30,000, \$10,000 and \$8,990.

MWH Construction billed Rosebrook for the deposit and subsequent installments (straight pass through- no mark-up) along with its invoices for labor and materials and MWH Construction made payments to Saco. **Audit Issue #11**

MWH Construction Company LLC – Pump House Generator Project

In March 2010, the Company entered into an agreement with MWH Construction Company, LLC to install a generator at the pump house located on the west side of Route 302 approximately 600 feet from the entrance of Drummond's Mountain Shop. The installation included changing the electrical service from 600 to 200 amps, new switch gear and wiring from the existing transformer, the installation of a concrete pad and the necessary trenching, backfill and electrical conduits. The contract also stipulated the following:

- The contract price was to be cost plus 15% not to exceed an amount greater than \$54,000.
- The work was to begin on or before May 1, 2010 with substantial completion expected to be on or before June 15, 2010.

Despite the fact that the above contract anticipated the completion of the project in 2010 and that the construction work in progress spreadsheet provided by the Company reflected that a deposit of \$27,000 was made on December 31, 2010 the generator was not placed in service until April 30, 2012. The total cost associated with the pump house generator, according to both the 2012 general ledger and the construction work in progress spreadsheet, was \$54,000. Schedule 6a of the rate filing indicated \$42,000. **Audit Issue #12**

MWH Construction also provided services to Rosebrook for the water tank power connection project in 2011, pump house repairs after a water main break in 2010, and the water storage tank roof

replacement 2011 – 2012. However, there were no written contracts between MWH Construction and Rosebrook for those projects. **Audit Issue #2**

#### Transactions with Affiliates with Regard to Plant

As noted above, Rosebrook used the services of MWH Construction, LLC in several plant projects during 2010 through 2012, in addition to the regular management services. In general, invoices to Rosebrook for labor provided by MWH Construction included a mark-up of 10%. Audit did note one invoice from BW Services invoice 11/6/2012 for \$1,054 for overtime plus 20% on tank project, with a note that "...management fee does not include OT on CIP project". **Audit Issue #13**

#### Depreciation and Amortization

Account #108 - (\$528,912) - Accumulated Depreciation

Account #403 - \$36,482 - Depreciation Expense

The Company reported depreciation expense for the test year of \$36,482 on schedules F-2 and F-12 of the annual report and accumulated depreciation of \$528,912 on schedules F-1 and F-11 of the 2011 annual report. Both figures agreed with the general ledger, the rate filing and the depreciation schedule provided by the Preparer.

As noted above, the Company was unable to provide CPRs for the plant assets and therefore, Audit was unable to verify the accuracy of the accumulated depreciation reported. Refer to **Audit Issue #8**

Using the depreciation schedule provided by the Preparer, Audit was able to determine that the additions to plant in 2011 were depreciated at the full year rather than half-year convention. **Audit Issue #14** Specifically:

- The "Telemetry System" (the trenching and hard wiring of power to the water storage tank) was placed in service in 2011 with a cost of \$21,376 and with a depreciable life of 40 years (2.50%). A full year of depreciation \$534 was noted on the schedule, rather than a ½ year of \$267.
- Five meters were placed in service in 2011 at cost of \$1,125 and reflected a depreciation rate of 2.5% or \$28. Meters are normally in service for 20 years with a 10% net salvage value, resulting in an annual depreciation rate of 4.5%.

An Audit Request was issued on 3/15/2013 requesting clarification of an adjustment noted on the worksheet and schedule F-11 in the amount of \$576. **The request remains unanswered as of the date of this draft report.**

#### Utility Plant Acquisition Adjustment

The general ledger reflects the following:

Account #114 Utility Plant Acquisition Adjustment	\$(347,259)
Account #115 Accumulated Amortization of Acquisition Adjustment	<u>\$ 312,002</u>
Net Utility Plant Acquisition Adjustment at 12/31/2011	\$ (35,257)

The balances of each account and the net figure were verified to the annual report schedule F-7.

The amortization expense for the year of \$5,010 was noted as a debit to account #115 and a credit to account #406, Amortization of Utility Plant Acquisition Adjustment. The expense was verified to the filing schedule 4.

Schedule F-49 of the annual report, Amortization Expense, reflects a total cost basis of \$174,139 rather than the total Utility Plant Acquisition Adjustment amount of \$347,259.

Audit requested clarification of the two schedules and why the basis on F-49 would be different than the amount noted in account #114. The Company provided information relating to docket DR 89-031 and the negotiated settlement associated with that docket. There were no exceptions noted.

### **Contributions in Aid of Construction (CIAC)**

#### **Summary of CIAC Funds**

As part of an investigation by the Commission (which began in May 1999 docket DW 99-073) into the Company's over-earnings, a stipulation was reached between the Company and Staff. Order No. 23,441 was issued on April 10, 2000 which required Rosebrook to, among other things, "...establish a separate Contributions In Aid of Construction (CIAC) account for CIAC monies received from the Town of Carroll intended for capital improvements and from the Mount Washington Hotel under the terms of Special Contract-Water No. 7 dated November 3, 1999, and shall seek Commission approval prior to using any CIAC funds." Rosebrook was required to file reports of the CIAC fund with the "...Commission in August and February specifying current balance, interest accrued, and disbursements made...".

On January 6, 2000 as part of a petition for approval to purchase the stock of Rosebrook, Order No. 23,379 was issued approving a five year special rate contract with the Mount Washington Hotel (MWH or Hotel), running from May 2000 to April 2005. The Order included a provision that the Hotel would make annual payments to Rosebrook for capital improvements that were to be accounted for in the CIAC account.

A joint petition was filed on October 24, 2006 (DW 06-149) by Rosebrook, MWH Preservation LP and BW Land Holdings, LLC requesting authority to purchase the stock of Rosebrook and to operate as a public utility. The resulting settlement agreement addressed the following issues with respect to or affecting the Company's CIAC funds:

- The Company sought approval after the fact for \$86,421 of CIAC funds having been expended without prior Commission approval as required by the order establishing the CIAC account.
- Staff became aware that the MWH had not made the annual CIAC payments required as part of the approval of the five year special rate contract until March 14, 2006 at which time they made a payment for \$80,000 to cover the five required payments.

- Staff became aware that the Mount Washington Hotel had continued to receive a special rate after the contract had expired in 2005 which resulted in \$105,000 being under-collected. As part of a settlement agreement the MWH agreed to deposit the \$105,000 into the Rosebrook CIAC account (also see 24,773).

On May 26, 2011 Rosebrook filed a request to use funds from the CIAC account for capital improvements to its water system (see docket DW 11-117) which were estimated to cost between \$200,550 and \$219,450 and are outlined in the capital improvements plan provided by the Company. Refer to the CIP section of this report for further information.

In June 2011, after reviewing the plan, Staff recommended that the Company be allowed to use the CIAC funds for the capital improvements only. A secretarial letter was issued on August 2, 2011 approving the Company's use of CIAC for the proposed capital improvements and also provided approval *nunc pro tunc* for the Company's purchase of a truck with CIAC funds in 2008 for \$16,578, made without prior Commission approval.

During the onsite fieldwork, Audit was provided an updated CIP dated August 9, 2011. The updated plan proposed to use \$209,200 of the \$212,560 CIAC funds available as of that date but also reflected several pieces of equipment in a column entitled "future" totaling an additional \$80,500. Refer to the CIP section of this report for further information.

#### Reconciliation of CIAC

Because Rosebrook has had issues in past years with its handling of CIAC and CIAC funds, and since Rosebrook requested to use/deplete the CIAC fund for its CIP (the CIAC money market bank account was closed in August 2012) Audit felt it prudent to verify and resolve all CIAC issues. Going forward, Rosebrook's records should reflect not only the correct amount of assets purchased and built using CIAC funds but also ensure that the correct CIAC amortization is calculated and accumulated. Therefore, Audit requested the following information regarding CIAC:

1. All bank statements and reconciliations for all the CIAC bank accounts since inception.
2. Detailed general ledgers for all accounts associated with CIAC since inception (i.e. CIAC, accumulated amortization of CIAC, other deferred credits, etc.).
3. A detailed schedule and explanation of all activity regarding the \$209,143 CIAC charge reflected on the 2008 annual report page 28, schedule F-46, line 6 (this appears to be a change in policy, please ensure that the explanation takes into account Order No. 23,441).
4. A letter received from Rosebrook Water Company, Inc. on March 31, 2011 reported "On 01/08/2008 the Company received the \$105,000 payment from the MWH and deposited it into the operating account to replace the \$105,000 the Company had transferred to the CIAC fund in August 2007. The original deposit is listed on the attached CIAC report.". While the \$105,000 was reflected in account 131.2c – Meredith 90-5000149 it was not reflected on either the 2007 or 2008 annual reports on schedule F-46, please explain why.
5. A detailed schedule and explanation of the \$130,000 CIAC addition reflected on the 2011 annual report, page 28, schedule F-46, line 5.

Audit was provided with the 2005-2011 bank statements and reconciliations and the corresponding general ledger accounts # 131.2b and # 131.2c from June 2000 through August 2012 when the CIAC money market bank account was closed. Account # 131.2b was closed on December 31, 2001 and the balance was transferred to account # 131.2c. Audit was also provided with general ledger accounts # 271 and # 253.1 from 2000 - 2012.

In response to question #4, Audit was told that the offsetting general ledger entry to the cash deposited into the Meredith Village checking account was a credit to Other Income and Deductions, account #419, rather than to the CIAC account. **Audit Issue #15**

**Items #3 and #5 have not been provided to Audit as of the date of this draft report.**

#### Schedule of Accumulated Contributions

Audit prepared the following schedule of contributions received by Rosebrook from the best information available, which was the audit report issued in DW 99-073, the two detailed general ledgers (that went back to June 2000) and the PUC annual reports.

Year	Granite State Phoenix Co	Town of Carroll	Mount Washington Hotel	Total Contrib.	Running Balance	Interest per Bank Statement	Source of Information
1995	11,000			11,000	11,000		DW 99-073 Audit Report
1996	65,558	31,000		96,558	107,558		DW 99-073 Audit Report
1997		15,500		15,500	123,058		DW 99-073 Audit Report
1998		15,500		15,500	138,558		DW 99-073 Audit Report
1999				-	138,558		
2000		15,500		15,500	154,058	403	PUC F-46 12/2000 & GL #271
2001		15,500		15,500	169,558	549	General ledger acct. 131.2b
2002		15,500		15,500	185,058	266	General ledger acct. 131.2c
2003		15,500		15,500	200,558	39	General ledger acct. 131.2c
2004				-	200,558	12	General ledger acct. 131.2c
2005		15,500		15,500	216,058	58	General ledger acct. 131.2c
2006		15,500	80,000	95,500	311,558	540	General ledger acct. 131.2c
2007		15,500	105,000	120,500	432,058	1299	General ledger acct. 131.2c
TOTAL	76,558	170,500	185,000	432,058			
2008						2,287	
2009						1,843	
2010						902	
2011						539	
2012						68	
TOTAL	76,558	170,500	185,000			8,807	440,865 Total CIAC

Interest earned on the CIAC funds ,which totals \$8,807 was noted by Audit using the general ledger accounts # 131.2b and 131.2c, beginning June 30, 2000 through August 9, 2012 when the CIAC bank account was closed. The credit offsets, however, posted incorrectly to Other Income and Deductions, account #419, rather than to the CIAC account #271. **Audit Issue #16**

The Schedule below was prepared by Audit using schedule F-46.4 of the annual reports and from the money market general ledger account # 131.2c which included information back to June 30, 2000. The columns compare the withdrawals from the CIAC money market account to additions to plant built or purchased with CIAC funds.

Year	Additions to Plant Assets Built w/CIAC (per basis schedule F-46.4 Annual Reports)	Withdrawals from CIAC acct 131.2c (per general ledger)	Difference (withdrawals - additions to CIAC plant)
Beginning Balance	138,558	138,558	-
2000	-	-	-
2001	(27,680)	-	27,680
2002	11,284	35,688	24,404
2003	20,533	18,331	(2,202)
2004	-	13,002	13,002
2005	17,372	2,635	(14,737)
2006	19,163	16,765	(2,398)
2007	-	-	-
2008*	-	16,578	16,578
2009	-	-	-
2010	-	-	-
2011	130,000	130,000	-
	309,230	371,557	62,327

\*Truck purchased with CIAC not added to F-46.4 \$16,578, but is included in the F-46 and GL #271.

Audit noted the following issues with regard to CIAC

All periods – While the CIAC money market bank account was earning interest, the interest was not being reflected in general ledger account #271, CIAC, or on the corresponding schedule F-46. Instead it was booked to account #419, interest and dividend income. **Audit Issue #16**

1999-2001 –At the end of 2000 the Company reflected CWIP (as a part of the CIAC total on F-46.4 of the annual report) of \$15,221, unused contributions of \$36,383 and plant assets of \$86,924. The total was \$138,558, unchanged from 1998 and 1999. During 2000 the Town of Carroll made a contribution of \$15,500 which was reflected on the F-46 but not the F-46.4 as it had been in the past.

During 2000 separate bank accounts were established for CIAC, and individual general ledger accounts were established. Prior to 2000, all CIAC activity was reflected on both schedules F-46 and F-46.4 (which reflected the accumulated funds as “unused”) however while schedule F-46 continued to reflect all contributions (other than interest at least through 2006) schedule F-46.4 began to reflect (or attempted to) just the assets placed in service that had been purchased/built with CIAC funds. This resulted in an irreconcilable variance of \$14,131 that has carried through 2011 (see associated reconciliations below). **Audit Issue #17**

At the end of 2001, the CWIP \$15,221 and unused \$36,383 which total \$51,604, were eliminated from the F-46.4 and assets totaling \$23,924 were added. When the two items are netted this created a negative “addition” of (\$27,680) reducing the total assets from \$138,558 in 2000 to \$110,878 in 2001.

Audit compiled the following grid reconciliations from the years 1999 (prior audit) through 2011. Each annual reconciliation includes four columns.

- The first column represents schedule F-46 of the annual reports and the corresponding CIAC general ledger account # 271. Beginning in 2008, the figure is the total of #271 and #253.1.
- The second column represents schedule F-46.4 from the PUC annual reports.
- The third column represents the money market account general ledger # 131.2c (and # 131.2b for 2001).
- The final column includes a summary of the withdrawals from the money market account and the additions to plant purchased or built with CIAC funds. A continuous accumulation of the withdrawals versus plant placed in service is reflected in the adjustments as “CWIP withdrawn bank not added”. As of 2008, the balance includes the truck adjustment, discussed in further detail in the 2008 reconciliation.

The top half of each reconciliation reflects an “as filed” section representing the annual report pages, and the lower half reflects an “adjustments” section. The reconciliation assumes that once money was withdrawn from the CIAC money market bank account, the resulting assets would be added to F-46.4 either as plant, CWIP or unused funds. Using this approach, the column F-46 total general ledger accounts #271 and #253.1 represent the sum of schedule F-46.4 plus the total noted in the Cash general ledger accounts #131.2b and #131,2c.

	Schedule F-46 & GL 271	Schedule F-46.4		
<b>As filed 12/31/99</b>	\$ 138,558	\$ 138,558		
Adjustments:				
+ Interest				
- Unused				
<b>As Adjusted 12/31/99</b>	138,558	138,558	-	-

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GLs 131.2b & 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/00</b>	\$ 154,058		\$ 29,447	CY Withdraws Bank
Plant		86,954		0
CWIP		15,221		CY Additions To Plant
Unused		36,383		0
Adjustments:				CY WD - Plant Adds Funded
+ Additional unused recd 2000		15,500		0
- Unused held in bank		(29,049)		Accumulated Variance
+ Interest	403			0
As Adjusted 12/31/00	154,461	125,009	29,447	0

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/01</b>	\$ 169,558		\$ 45,501	CY Withdraws Bank
Plant		110,878		0
CWIP				CY Additions To Plant
Unused				0
Adjustments:				CY WD - Plant Adds Funded
+ Unused not in bank		14,131		0
+ Interest	952			Accumulated Variance
As Adjusted 12/31/01	170,510	125,009	45,501	-



From 2002 -2006 the only adjustments made were for the differences between the CIAC funds withdrawn from the money market bank account and the assets placed in service on schedule F-46.4. The adjustment is cumulative, beginning in 2002 and is adjusted each year:

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/02</b>	\$ 185,058		\$ 25,579	CY Withdraws Bank 35,688
Plant		122,162		
CWIP				CY Additions To Plant
Unused				11,284
Adjustments:				CY WD - Plant Adds Funded
+ Interest	1,218			24,404
+ CWIP withdrawn bank not added		<b>24,404</b>		
+ Unused not in bank from 2001		14,131		Accumulated Variance
As Adjusted 12/31/02	186,276	160,697	25,579	<b>24,404</b>

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/03</b>	\$ 200,558		\$ 22,788	CY Withdraws Bank 18,331
Plant		142,695		
CWIP				CY Additions To Plant
Unused				20,533
Adjustments:				CY WD - Plant Adds Funded
+ Interest	1,257			(2,202)
+ CWIP withdrawn bank not added		<b>22,202</b>		
+ Unused not in bank from 2001		14,131		Accumulated Variance
As Adjusted 12/31/03	201,815	179,028	22,788	<b>22,202</b>

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/04</b>	\$ 200,558		\$ 9,798	CY Withdraws Bank 13,003
Plant		142,695		CY Additions To Plant
CWIP				0
Unused				CY WD - Plant Adds Funded
Adjustments:				13,003
+ Interest	1,269			Accumulated Variance
+ CWIP withdrawn bank not added		<b>35,204</b>		<b>35,205</b>
+ Unused not in bank from 2001		14,131		
As Adjusted 12/31/04	201,827	192,030	9,798	

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/05</b>	\$ 216,058		\$ 22,720	CY Withdraws Bank 2,635
Plant		160,067		CY Additions To Plant
CWIP				17,372
Unused				CY WD - Plant Adds Funded
Adjustments:				(14,737)
+ Interest	1,327			Accumulated Variance
+ CWIP withdrawn bank not added		<b>20,467</b>		<b>20,468</b>
+ Unused not in bank from 2001		14,131		
As Adjusted 12/31/05	217,385	194,665	22,720	

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/06</b>	\$ 311,558		\$ 101,996	CY Withdraws Bank 16,765
Plant		179,230		CY Additions To Plant
CWIP				19,163
Unused				CY WD - Plant Adds Funded
Adjustments:				(2,398)
+ Interest	1,867			Accumulated Variance
+ CWIP withdrawn bank not added		<b>18,069</b>		<b>18,070</b>
+ Unused not in bank from 2001		14,131		
As Adjusted 12/31/06	313,425	211,430	101,996	

2007-Audit noted \$105,000, received from MWH, was deposited to the CIAC money market bank account on August 22, 2007. The Commission ordered deposit was posted to general ledger account #131.2c. The offsetting general ledger credit was posted to Miscellaneous Revenue. Audit noted a debit and credit same day to account #271. Clarification was requested, and journal entries provided reflected:

12/31/2007 Debit Accounts Receivable #141  
Credit Miscellaneous Revenue #419

4/30/2008 Debit Miscellaneous Revenue #419  
Credit Accounts Receivable #141

The \$105,000 was not reflected on schedule F-46 of the 2007 (or any subsequent period) PUC annual report. **Audit Issue #18** Audit identified the \$105,000 in the first column as "+2007 MWH".

	Schedule F-46 & GL 271	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/07</b>	\$ 327,057		\$ 223,795	CY Withdraws Bank 0
Plant		179,230		
CWIP				CY Additions To Plant 0
Unused				
Adjustments:				CY WD - Plant Adds Funded 0
+ Interest	3,166			
+ 2007 MWH	105,000			
+ CWIP withdrawn bank not added		<b>18,069</b>		Accumulated Variance
+ Unused not in bank from 2001		14,131		<b>18,070</b>
As Adjusted 12/31/07	435,223	211,430	223,795	

2008-The Company reflected a charge of \$209,144 on schedule F-46 and a debit to CIAC account #271. The annual report also reflected use account #253.1, Deferred CIAC Contributions, in the amount of \$209,144. Clarification was requested and the Company responded:

*"In 2008 the Company recorded other deferred credits of \$209,144. The other deferred credits represent contributions made for construction, for which the construction has not yet taken place. In prior years, such contributions were recorded in contribution in aid of construction."*

The charge was equal to the balance of unused CIAC funds shown in account #131.2c, and the amount agreed with the money market bank account as of October 31, 2008. Neither the money market bank statement nor the corresponding general ledger account #131.2c reflected a withdrawal for \$209,144. It appears that the Company was attempting to separate the used CIAC from the unused funds. The following Audit prepared reconciliations combine #271 and #253.1

A truck purchase in 2008 using CIAC money received Commission approval after the fact in the secretarial letter issued on August 2, 2011. Audit noted the following general ledger entries:

Debit CIAC #271	\$16,578
Debit Transportation #341	\$16,578
Credit Cash #131.2c	\$16,578
Credit Deferred CIAC #253.1	\$16,578

Based on the use of contributed funds to purchase a truck, the debit should have posted to the Deferred CIAC #253.1 rather than to #271. As a result, the schedule F-46.4 has never accurately reflected the truck as a contributed asset. **Audit Issue #19** Audit has reflected the truck as an adjustment to the F-46.4 column below.

	Schedule F-46 & GLs 271 & 253.1	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/08</b>	\$ 117,914		\$ 209,504	CY Withdraws Bank 16,578
Plant		179,230		
CWIP				CY Additions To Plant
"Charge"				-
Adjustments:				CY WD - Plant Adds Funded
+ Interest	5,453			16,578
+ 2007 MWH	105,000			
+ 2008 reverse "charge"	209,143			
+ 2008 Truck		<b>16,578</b>		Accumulated Variance
+ CWIP withdrawn bank not added		<b>18,069</b>		<b>34,648</b>
+ Unused not in bank from 2001		14,131		
As Adjusted 12/31/08	437,510	228,008	209,504	

In 2009, the only change relates to the rolling interest accumulation.

	Schedule F-46 & GLs 271 & 253.1	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/09</b>	\$ 117,914		\$ 211,347	CY Withdraws Bank
Plant		179,230		0
CWIP				CY Additions To Plant
Unused				0
Adjustments:				CY WD - Plant Adds Funded
+ Interest	7,296			0
+ 2007 MWH	105,000			Accumulated Variance
+ 2008 reverse charge	209,143			<b>34,648</b>
+ 2008 Truck		<b>16,578</b>		
+ CWIP withdrawn bank not added		<b>18,069</b>		
+ Unused not in bank from 2001		14,131		
As Adjusted 12/31/09	439,353	228,008	211,347	

2010-A desk audit clarification of the 2010 annual report requested an explanation for the difference between the amount reported as the Deferred Credit, account # 253.1 on schedule F-1 of the PUC annual report and the CIAC bank account balance as reflected on schedule F-1. The Preparer noted that the variance was the difference between the interest accumulated in the bank account since the creation of the balance sheet account "Deferred CIAC Credit" in October 2008. Refer to Audit Issue #16.

	Schedule F-46 & GLs 271 & 253.1	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/10</b>	\$ 117,914		\$ 212,249	CY Withdraws Bank
Plant		179,230		-
CWIP				CY Additions To Plant
Unused				-
Adjustments:				CY WD - Plant Adds Funded
+ Interest	8,198			-
+ 2007 MWH	105,000			Accumulated Variance
+ 2008 reverse charge	209,143			<b>34,648</b>
+ 2008 Truck		16,578		
+ CWIP withdrawn bank not added		18,069		
+ Unused not in bank from 2001		14,131		
As Adjusted 12/31/10	440,255	228,008	212,249	

2011-Schedules F-46 and F-46.3 of the PUC annual report and the CIAC general ledger account # 271 reflected an addition of \$130,000 entitled “Transfer from previous contributions in aid of construction”, the offset of the entry was to the Deferred CIAC account # 253.1.

The actual transfer of funds from the CIAC money market account to the Rosebrook operating account were properly reflected on the bank statements and corresponding account general ledger cash accounts. A transfer of \$50,000 on 8/30/2011 and \$80,000 12/28/2011 were reviewed by Audit. Audit is aware that the \$130,000 coincides with the expenditure of CIAC funds with regard to the capital improvement plan “CIP”.

	Schedule F-46 & GLs 271 & 253.1	Schedule F-46.4	Bank Account & GL 131.2c	Running Balance Bank Withdrawals vs. Plant Additions (CIAC)
<b>As filed 12/31/11</b>	\$ 247,914		\$ 82,788	CY Withdraws Bank 130,000
Plant		200,606		
CWIP		<b>40,529</b>		CY Additions To Plant
Unused		<b>68,095</b>		21,376
Adjustments:				CY WD - Plant Adds Funded
+ Interest	8,737			108,624
+ 2007 MWH	105,000			Accumulated Variance
+ 2008 reverse charge	209,143			<b>143,272</b>
+ 2008 Truck		<b>16,578</b>		
- 2011 reverse addition	(130,000)			
+ CWIP withdrawn bank not added		<b>18,069</b>		
+ Unused not in bank from 2001		14,131		
As Adjusted 12/31/11	440,794	358,008	82,788	

In summary as of December 31, 2011 the following issues were unresolved:

- General ledger accounts # 271 and #253.1 are understated by interest totaling \$8,737 for 2000-2011 (and \$68 for 2012). Refer to **Audit Issue #16**
- General ledger accounts # 271 and # 253.1 are understated by \$105,000 from 2008. Refer to **Audit Issue #18**
- Schedule F-46.4 needs to be either adjusted for an addition to the basis of schedule F-46.4 for \$14,131 for the variance from 2001 or the CIAC funds should be replaced. Refer to **Audit Issue #17**
- The basis of Schedule F-46.4 should be increased by \$16,578 for the truck from 2008. Refer to **Audit Issue #19**
- The basis of the 2012 Schedule F-46.4 should be increased by \$18,069 for unused funds withdrawn from the CIAC money market account for assets not yet completed and placed in service, in addition to the unused \$40,529 and CWIP \$68,095, as appropriate.

The majority of the adjustments required to schedule F-46.4 will have a corresponding retroactive impact on the CIAC amortization account, although the amount of the adjustment has not been determined by Audit. **Audit Issue #20**

Summary of Reported CIAC Related information

Reported on Annual Report schedules F-1 and F-46

Account #131.2c CIAC Money Market Account	82,788
Account #271 Contributions in Aid of Construction	(247,914)
Account #272 Accumulated Amortization of CIAC	67,570
Account #253.1 Deferred CIAC Contributions	(79,144)
Net Contributions in Aid of Construction	<u>(259,488)</u>

Account #405 Amortization of CIAC	6,709
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Reported on Rate Filing schedule 2

Account #271 Contributions in Aid of Construction	(247,914)
Account #272 Accumulated Amortization of CIAC	67,570
	<u>(180,344)</u>

Reported on Rate Filing schedule 4

Account #405 Amortization of CIAC	6,709
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The Cash per account #131.2c \$82,788 is higher than the Deferred CIAC #253.1 (\$79,144) based on the interest earned on the actual cash account since the inception of account 253.1 in October 2008, or \$3,644.

The (\$247,914) agrees with CIAC general ledger account #271 but does not represent all CIAC funds because it does not include the newer general ledger account #253.1. The combination of the two CIAC accounts #271 and #253.1 is understated by the 2008 deposit of \$105,000 and interest of \$8,739 through 2011.

Audit also noted that the rate filing schedule 2, in the "Actual 12/31/2011" column, reflects CIAC of (\$247,914). Of the (\$247,914) only \$202,606 represents plant assets in service. The remaining \$45,308 represents CIAC CWIP and Unused Funds. Therefore, the filing is overstated on the CIAC line by \$45,308. Refer to **Audit Issue #20**.

Audit summarizes the overall CIAC related accounts should be:

Account #271 Contributions in Aid of Construction	(\$247,914) including CWIP, unused cash
Account #253.1 Deferred Contributions	(\$ 79,144)
Commission Ordered MWH Contribution	(\$105,000) Refer to Audit Issue #18
Interest	(\$ 8,737) Refer to Audit Issue #16
TOTAL CIAC	(\$440,795)

Account #405 - \$6,709 - Amortization of CIACAccount #272 - \$67,570 - Accumulated Amortization of CIAC

The Company calculated and reported amortization of CIAC of \$6,709 on a cost basis of \$200,606. Schedule F-46.4 of the annual report reflected a basis of \$309,230 which included CWIP of \$40,529 and unused CIAC funds of \$68,095 which were properly not amortized). The amortization expense agrees with the general ledger and the rate filing. However, neither the basis of \$309,230 (which included the CWIP and unused) nor \$200,606 (without the CWIP and unused) tie to schedule F-46 of the annual report or the general ledger both of which report an ending balance of \$247,914.

During the test year the Company reported on schedule F-46.4 that the “Telemetry System” (actually the trenching and hard wiring power to the water storage tank) was placed in service in 2011. The basis was noted to be \$21,376 with a depreciable life of 40 years. The amortization expense, which should be the mirror entry of the depreciation of the asset, reflected \$135. It appears that the amortization expense reflects  $\frac{1}{4}$  year, rather than  $\frac{1}{2}$  year, which would have been \$267. **Audit Issue #21**

Additionally, the Company purchased a truck with CIAC funds for \$16,578 in 2008 which has not been added to schedule F-46.4 as required for assets purchased with CIAC funds. Amortization for the truck for the test year would be \$1,658 for a full year. The proper classification of the truck to CIAC, retroactively to 2008, would change the accumulated amortization by the amount of the truck amortization of \$829 for a half-year in 2008 and \$1,658 for 2009, 2010, and 2011 for a total of \$5,803. **Audit Issue #22**

Accumulated amortization of CIAC of \$67,570 was reported on schedule F-46.1 of the PUC annual report which tied to the general ledger and the rate filing. However, as described above, the truck should have been amortized since 2008 and has understated the amount by \$5,803. The Telemetry System is overstated by \$132.

Long-Term Debt

At the end of 2011, account #224 – Long Term Dent, showed an amount remaining to be paid of \$35,483. This represents a NH State Revolving Fund loan in the amount of \$120,000 which was approved by Order No. 22,933 dated May 13, 1998. Terms of the loan, issued in 1999, were 4.05% for 15 years and maturing in 2014. In 2009, DES amended the finance terms of the SRF Loan Agreement to provide an interest rate of 3.352%.

Audit reviewed the general ledger and observed 12 monthly payments towards the principle totaling \$8,901 for 2011. The Company posted 12 monthly interest payments to account #427 - Interest Expense – totaling \$1,436 for the year. The invoices from DES were reviewed and agreed with the total principle and interest payments of \$861 per month with no exceptions noted. Audit noted that the invoices during the year were not paid on the due date, rather, were paid within a week of the due date.



There were no late charges appearing on the DES invoices. The Company did not post accrued interest, account #237 in the test-year.

### **Accounts Payable**

Account #231 - Accounts Payable reflected a balance of \$53,913 at the beginning of the year and a year-end balance of \$15,233. These amounts agreed with the Company's general ledger and the NHPUC 2011 Annual Report.

The aged accounts payable balance showed that 63.48% of the receivables were current, 17.41% were aged 30 days, 1.52% aged 60 days, and 17.58% aged 90 days. The year end aging consisted of the following:

<u>Days Past Due</u>	<u>Expense Category</u>	<u>Amount Due</u>
Current	Celebration Associates, LLC	\$ 8,540
	Public Service of New Hampshire	1,765
	Local Property Taxes	958
	Legal Services	645
	Franconia Gas Company	548
	Professional Fees	525
	E. J. Prescott	169
	Resort Waste Services	105
	Miscellaneous Refunds	<u>20</u>
		13,274
1 – 30 Days	Horizons Engineering, PLLC	3,200
	Resort Waste Services, Inc.	401
	Bretton Woods Telephone	<u>41</u>
		3,642
31 – 60 Days	MWH Construction Co. LLC	187
	MWH Construction Co. LLC	<u>129</u>
		316
61 – 90 Days	Resort Waste Services, Inc.	3,568
	Resort Waste Services, Inc.	<u>108</u>
		3,676
Over 90 Days	MWH Construction Co. LLC	<u>(5,676)</u>
		(5,676)
<b>Total Accounts Payable</b>		<b><u>\$15,233</u></b>

The debit to MWH Construction Company of \$5,676 is described as canceling the 2<sup>nd</sup> Quarter DIL (Deed in Lieu of Foreclosure). Refer to the Operations and Maintenance portion of this report,

specifically to account #923, Outside Services, for further discussion regarding the MWH Construction Co.

#### Due to/Due from, Related Companies

Account #2012 – Due to/Due from Related Company, totaled \$624 for the test year. The general ledger reflected the following sub-accounts. Audit reviewed the activity in each and discusses the activity further in the Operations and Maintenance portion of this report as well as in the Other Income portion of the report.

<u>Sub-account</u>	<u>12/31/2011</u>	<u>Refer to:</u>
#2012.01 Due to/from MWH Construction	\$ -0-	Expense #923
#2012.02 Due to/from Resort Waste	\$ 69	Expense #923, Income #610.04b
#2012.03 Due to/from BW Club	\$ -0-	Expense #923
#2012.04 Due to/from BW Land Co	\$ -0-	Activity immaterial \$51. Not tested.
#2012.05 Due to/from BW Services	<u>\$555</u>	Expense #923 and #931
Total #2012	\$624	

#### Accounts Receivable

The Company billed both Residential and Commercial customers quarterly in arrears during the test year on 3/31/2011, 6/30/2011, 9/30/2011 and 12/30/2011. Account #141 - Accounts Receivable reflected a net balance of \$51,296 at the beginning of the year and a year-end net balance of \$51,645. These amounts agreed with the Company's general ledger, the NHPUC 2011 Annual Report and the filing schedule 4.

The aged accounts receivable balance showed that 1.06% of the receivables were current, 97.68% were aged 30 days, and .03% aged 60 days and .009% over 90 days.

#### Accumulated Provision for Uncollectible Accounts

Account #143 – Accumulated Provision for Uncollectible Accounts reflected a balance of \$543 per the general ledger and agrees with the NHPUC Annual Report.

One customer was foreclosed and the outstanding balance of \$192 could not be collected. This amount was written off with a debit to expense account #904 – Provision for Uncollectible Accounts and a credit to account #141 – Accounts Receivable.

## Operating Revenues

### Summary of Revenues:

#460.5 - Unmetered Sales – Other	\$2,713
#461.1 - Water Metered Sales-Residential	81,946
#461.2 - Water Metered Sales – Commercial	124,109
#471 - Miscellaneous Service Revenues – Other	<u>750</u>
Total Revenues	\$209,518

The general ledger accounts noted above were verified to the PUC annual report schedule F-47 and to the filing without exception.

The quarterly rates issued in compliance with NHPUC Order No. 22,120 in Docket DR 96-069 were in effect during the test year were as follows:

<u>Meter Size</u>	<u>Initial Rate</u>	<u>Consumption Charge</u>
5/8"	\$35.00	\$0.4040/100 Gallons
3/4"	\$38.50	\$0.4040/100 Gallons
2"	\$101.50	\$0.4040/100 Gallons

### Billing Process

Audit requested clarification of the quarterly billing process. The Operations Manager manually reads meters and writes the ending meter read on a spreadsheet. The sheet is provided to the Accounting Clerk who inputs the data into another spreadsheet which calculates the change from her beginning balance to the newly reported ending balance. The figure is multiplied by the consumption rate. The result is manually keyed into the Quickbooks system for every customer.

During the test year, the Controller manually allocated revenue figures monthly. The specifics of the allocation could not be verified, but usage for the year according to the meter read sheets was accurately reflected on the general ledger.

Audit reviewed the quarterly meter read spreadsheets and was unable to validate the first and third quarters' *residential* figures. The Accounting Clerk reviewed all supporting detail and agrees there is a mismatch between the sub accounting detail and the annual report:

the meter read sheets	\$82,517
accounts receivable postings	\$82,517
gl and annual report	<u>\$81,946</u>
variance	\$ 571 of which \$282 reflects debits to account #461.2 noted as refunds to customers who sold homes during the year. The unknown variance of \$289 is considered immaterial due to cancels and rebills as noted when meters had issues.

Account #460.5 - Unmetered Sales - Other

Account #460.5 Unmetered Sales – Other totaled \$2,713 for the test year. This account contains sales to the various Hotel functions such as the Pool and Cabana, Tubing Hill, the Hotel Pump Station, the Carpenter Shop and Mount Washington Place HOA.

In the first quarter billing, the Company had found the Pool and Cabana meter had been bypassed so the water usage was estimated. The Company stated that this is recurring problem which is only discovered when Rosebrook Staff perform on-site inspections or when reading meters. **Audit Issue #23**

The Company stated that the Hotel pump station and tubing hill use water from a hydrant using a hydrant meter when needed and the Company tries to use them when someone needs a large amount of water although sometimes people use it after the fact. The hydrant pumps measure a certain amount of gallons per minute so the usage is then estimated at 1000 gallons x \$4.04. Audit is unaware of the basis for other unmetered users. **Audit Issue #24**

Account #461.1 - Metered Sales - Residential

Account #461.1 - Water Metered Sales-Residential showed a year-end balance of \$81,946. This amount was traced to the general ledger and the filing. Water Metered Sales are generated through quarterly billings. The amount includes \$282 of refunds due to home sales.

Audit reviewed the quarterly meter read spreadsheets provided by the Company contact which totaled \$206,672. The amount actually recorded was \$209,518. Asked to identify the variance, the Company provided Revenue by Property Report for 2011 and stated the variance is with general letter account #461.1 – Water Sales, Residential. Refer to the Billing Process section above.

Audit tested a random sample of customer's bills for 6/30/2011 and 12/31/2011. The rates used in the billing system agreed with the tariff on file at the Commission. However, several customers from the sample were using 1" meters and being charged \$38.50. The tariff does not include 1" meters **Audit Issue #25**

Account #461.2 - Metered Sales - Commercial

Account #461.2 - Water Metered Sales - Commercial showed a year-end balance of \$124,109. This amount was traced to the general ledger and the filing. Commercial Water Metered Sales were generated through monthly billings per the general ledger. The tariff does not differentiate between Residential and Commercial sales but by meter size, all to be billed quarterly. The following is a breakdown of the billings:

<u>Billing Period</u>	<u>Amount</u>
1/31	\$8,122
2/28	8,122
3/31	8,831
4/30	10,885
5/31	10,885
6/30	13,918
7/31	13,918
8/31	13,918
9/30	8,947
10/31	12,239
11/30	12,239
12/31	3,006
12/31 (Reclass to Residential)	<u>(921)</u>
Total Metered Sale - Commercial	\$124,109

#### Account #471 - Miscellaneous Service Revenues - Other

Account #471 - Miscellaneous Service Revenues – Other totaled \$750 and showed numerous postings of \$25, \$50 and \$75 amounts. These revenues are from backflow testing and represent a direct pass through to the customers during the test year. The \$25 backflow testing charge was verified to the tariff.

Refer to the Operations and Maintenance portion of this report, discussion related to account #665, Miscellaneous Expenses.

#### Billing Form

Audit reviewed the Company's billing form for compliance with the NH Code of Administrative Rules Puc, Section Puc 1203.06, Bill Forms, paragraph (c). Paragraph (c) details items the bills shall include, such as the meter reading information, penalty dates, the factors necessary to compute the charges, and customer service contact numbers. However, the billing forms in the sample did not show the meter size in order to compute the charges. **Audit Issue #26**

#### Other Income and Deductions

Account 610.04b – Other Income and Deductions contained two sub-accounts:

Account #419 Interest and Dividend Income	\$2,205
Account 610.04b Other Income and Deductions – Other	<u>1,408</u>
Total for the test year	\$3,612
Less: CIAC Interest out of account #419	<u>(539)</u>
Adjusted Income	\$3,074

Interest and Dividend Income – Account #419 reflected postings for interest due from late payments, late fees and refunds to various customers which totaled \$2,205. Included in this account was \$539 interest earned on the CIAC money market bank account. The CIAC interest should have posted to account #271, Contributions in Aid of Construction. Refer to the CIAC portion of this report and to Audit Issue #16.

Other Income and Deductions – Other - Account 610.04b totaled \$1,408. The account detail showed postings for various customer and vendor charges. One posting to the account shows a debit to Other Income and is described as account #310 – Power Generation Equipment for \$575 dated 9/30/2013 (Refer to the Plant Section for further discussion). The posting is in error and has understated Other Income by \$575. See also Audit Issue #9.

One credit entry in the amount of \$1,504 which was offset to the Due to/from account #2012, represented cash received from the Bretton Woods Television which went out of business. Audit was told that the amount represented the balance in the Television Company's bank account when the account was closed. This is a non-recurring item.

### **Operations and Maintenance - \$132,857**

The total operations and maintenance reflected on the PUC annual report, as well as the filing schedule 4, was reported to be \$132,857. The total is comprised of the following:

Per PUC annual report	
Account #623	\$ 20,878 agrees with the general ledger and filing
Account #641	\$ 9,092 agrees with the general ledger and filing
Account #643	\$ 3,844 agrees with the general ledger and filing
Account #652	\$ 1,250 agrees with the general ledger and filing
Account #663	\$ 168 agrees with the general ledger and filing
Account #665	\$ 3,430 agrees with the general ledger and filing
Account #676	\$ 312 agrees with the general ledger and filing
Account #677	\$ 169 agrees with the general ledger and filing
Account #904	\$ 192 agrees with the general ledger and filing
Account #921	\$ 1,841 agrees with the general ledger and filing
Account #923	\$ 84,599 net amount agrees with GL #923 and 610.07k, Other
Account #924	\$ 5,256 agrees with the general ledger and filing
Account #926	\$ 200 agrees with the general ledger and filing
Account #927	\$ 300 included in account #928 in the general ledger
Account #928	\$ 640 the general ledger reflects \$940 for the test year
Account #930	\$ 686 the general ledger reflects \$439, \$247 less than the annual report
Total per annual rpt	\$132,857
Total per the GL	\$132,609, a variance of \$247

Pro-forma for Employees

During the test year, the Company had no employees. Those who worked on the Rosebrook system and accounting were employees of BW Club, then of BW Services. Audit reviewed the filing attachment A, page 1 of 3, which summarized the annual cost of the following proposed employees:

Operations Manager	\$52,500
Field Technician	\$43,000
Controller	\$60,000
Accounting Clerk	\$31,200

Audit requested the payroll records for 2013 and they were provided without exception. The Operations Manager, Controller, and Accounting Clerk are salaried, the Field Technician is hourly. At the time of the audit fieldwork (March 2013), the Controller had retired. Work done by the retired Controller during 2013 was at reduced hours (30 per week rather than 40). Audit recalculated the payroll paid during those weeks, and the amount calculated to the salaried rate noted above.

Audit questioned the expense account to which the payroll posts in 2013 and was told account #920, Salaries reflects all payroll expenses not capitalized.

Attachment A, page 2 of 3, reflects an allocation of time for each employee to be billed to affiliate companies Resort Waste and BW Resort (which is the waste system at the Mount Washington Hotel). The Operations Manager and Field Technician anticipate equal thirds of time spent on Rosebrook, Resort, and BW Resort, while the Controller and Accounting Clerk do not do any recordkeeping or administrative services for BW Resort.

The Controller position remains open as of the date of this report.

Account #623 - Fuel/Power Purchased - \$20,878

Audit reviewed monthly invoices from Public Service Company of New Hampshire. One invoice was paid later than the due date, and incurred a late fee of \$20. The late fee should have posted to account #427, Interest Expense. Other monthly invoices were paid on time and in full. The total, including the late fee of \$20, was verified to the filing schedule 4A and 4B.

Account #641 – Chemicals - \$9,092

Five invoices from Harcos Chemicals, representing 100% of the account activity, were reviewed. Chemicals purchased included sodium hypochlorite and soda ash. There were no exceptions noted. The account balance was verified to the filing schedule 4B.

Account #643 – Miscellaneous Expense - \$3,844

All entries in the account were reviewed. Payments made to Eastern Analytical for required water sample testing summed to \$806. Two payments to Fastenal, for a total of \$595 were reviewed. One invoice indicated a purchase of a soda ash delivery line, the other represented 3 aluminum pipe

wrenches and an offset wrench. Finally, eight invoices from Franconia Gas were reviewed. The total paid was \$2,442. Propane is used to heat the pump house. A credit noted in the general ledger account activity was due to the replacement of the propane tank, and the Company receiving credit for the unused propane in the old tank.

The account balance was verified to the filing schedule 4B.

Audit verified that accounts #641 and #643 combined represent the \$12,936 shown in the filing on schedule 4A.

Account #652 – Maintenance Water Treatment Equipment - \$1,250

Audit reviewed 100% of the balance and verified the payments to invoices from USA Bluebook for tubes, connectors, drum pump tubing, coupling knobs, etc. There were no exceptions noted.

This account was combined with accounts #676 and #677 for a total of \$1,732 on the filing schedule 4A. Refer to those accounts below.

Account #663 – Meter Expenses - \$168

Audit reviewed one invoice from EJ Prescott for a frost plate and one invoice from USA Bluebook for gaskets. The balance in this account agrees with the annual report and the filing. There were no exceptions noted.

Account #665 – Miscellaneous Expenses - \$3,340

Audit noted one entry paid to the State of NH in the amount of \$30. Three other entries were paid to Sprinkler Systems Inspection Corp. Specifically, the company was hired to conduct backflow testing at a variety of commercial establishments. The Company charged Rosebrook Water \$85 per test. Rosebrook then invoiced the customers at the then tariffed rate of \$25 per backflow test. Refer to the Revenue section of this report for further details.

Of the three invoices reviewed, one posted on 1/1/2011 in the amount of \$765. The invoice was for tests conducted and invoiced to Rosebrook on December 8, 2010. The expense should have posted to account #665 in December 2010. The overstatement of expense was noted in the PUC annual report as well as the filing. **Audit Issue #27**

Account #676 – Maintenance of Meters - \$312

Audit reviewed all of the invoices from EJ Prescott without exception. The total was verified from the general ledger to the annual report and to the filing, as noted below.

Account #677 – Maintenance of Hydrants - \$169

There was one entry relating to an invoice from EJ Prescott. The invoice was not reviewed due to the immateriality.



The filing schedule 4A reflects a Maintenance total of \$1,732 which was verified to the following general ledger accounts:

#652 Maintenance of Water Treatment Equipment	\$1,250
#676 Maintenance of Meters	\$ 312
#677 Maintenance of Hydrants	\$ 169
Total Maintenance verified to filing	\$1,732

Account #921 – Office Supplies/Other Expenses - \$1,841

Twelve entries paid to Resort Waste Services represented 50% of monthly invoices from Sprint Communication for cellular telephone service. Nine of the twelve postings were verified to invoices on file. Total recorded for the cell service was \$1,259.

Two payments to FedEx were verified to invoices, indicating shipping of documents to the PUC. The total of the two was \$159.

Three payments to Garneau's Garage, totaling \$319, were for a tire plug, an inspection sticker, and replacement of the left front axle on the Company's pickup truck.

Other miscellaneous items noted were a purchase from WB Mason for envelopes in the amount of \$54, purchase of a U-joint in the amount of \$15 and the related installation of the U-joint \$20.

The total \$1,841 was verified to the PUC annual report and to the filing without exception.

Account #923 - Outside Services - \$114,901

The total general ledger detail reflects the following activity by vendor:

BW Club, LLC	\$ 46,598
BW Services, LLC	\$ 33,500
Bretton Woods Telephone Co.	\$ 439
Outside Legal	\$ 14,818
MWH Construction Co., LLC	\$ 771
Outside Accounting	\$ 10,858
Total Account #923	\$114,901
Adjustment	(\$ 30,302)
Net #923	\$ 84,599

Audit requested and was provided with a vendor detail list from 1/1/2010 through 12/31/2011 for BW Club. From January through June 2010, invoices were paid in the subsequent month. At year-end 2010, the balance owed to BW Club was \$12,674. During 2011, \$59,998 expenses were incurred. Payments in 2011 (some of which related to 2010 balances) totaled \$35,670. The BW Club went out of business in July 2011. Balance activity relating to BW Club was:

Past due balance at 12/31/2010	\$12,674
Expenses incurred during 2011	\$59,998
Checks paid during 2011	<u>(35,670)</u>
Net balance owed to BWClub	\$37,002

The total reflected for the BW Club was comprised of seven entries of \$7,200 which represents the monthly compensation as outlined in the Management Agreement effective January 1, 2011. Seven entries of \$414 were also noted which, per invoices reviewed, represent the “proportionate share of workers’ compensation insurance”. The BW Club, LLC went out of business in July 2011. In October 2011, a credit noted as “final administration” in the amount of \$(6,700) was noted as BW Club LLC. A copy of the contract was provided to the PUC in docket DA13-001.

An adjusting entry in the amount of \$(30,302) reduced the overall amount in account #923 to \$84,599 which was shown on the PUC annual report schedule F-48. The actual general ledger reflects the expense reduction under the general expense category of 610.07k, Admin/Gen Expense-Operations-Other. The adjustment, as discussed in Stephen St. Cyr’s testimony, relates to the closing of the BW Club, LLC in July 2011. Documentation provided to Audit indicates that the adjustment was due to the Company’s inability to pay the monthly expenses as available funds were used for an emergency elbow and water main break. The final credit entry in the amount of \$6,700 reduced the amount Rosebrook owed at year-end to BW Club to zero. The \$(30,302) adjustment should have posted as a credit to Other Income and Deductions, account #610.04b. **Audit Issue #28**

BW Services, LLC took over the administrative services provided by BW Club, LLC when BW Club, LLC went out of business. Monthly charges for service, in the amount of \$6,700 were noted from August through December 2011. A copy of the contract was provided to the PUC in docket DA13-001. The responsibilities mirrored those of the BW Club, at a reduced monthly charge of \$6,700 plus workers’ compensation proportional share. There were no workers’ compensation charges noted on the invoices nor in the general ledger for the five months the contract was in place during the test year.

Audit reviewed monthly invoices from the Bretton Woods Telephone Co without exception.

Outside legal invoices were reviewed. Of the \$14,818 incurred, the majority of the expenses related to the dockets involved with the change of ownership and the issue of using the CIAC accounts. As a result, Audit concurs with the filing which indicated that the regular recurring legal expenses for the Company are zero. Refer to the filing schedule 4A, pro forma items #15 and #16.

MWH Construction Co., LLC invoice review revealed two monthly expenses of \$1,250, which then increased to monthly invoices of \$1,450. A total of \$8,300 in “administrative expenses” was supported with invoices. An additional \$8,700 (6 months) of monthly administrative expenses \$1,450 posted to account #923 although there were not invoices to support the entries. A written contract for these services was not available. Refer to Audit Issue #2. Filed in docket DA13-001 was a copy of a contract for the period January 1, 2012 through December 31, 2012.

Miscellaneous entries for such things as changing batteries at the water tank and delivering soda ash were also reviewed. A total of six entries summing to \$388 were traced to invoices. Two entries summing to \$316 were noted in the general ledger account, but were not supported with invoices.

Finally, an entry in August 2011 in the amount of \$(16,932) reduced the expense to a year-end figure of \$771. The description was “cancel second quarter due to deed in lieu” of foreclosure of the bankrupt MWH Construction. (Refer to the Due to/Due from portion of this report) Audit was provided with a schedule outlining the financial records of MWH Construction. The entry offsetting the expense on the books of Rosebrook Water was incorrectly posted. Audit was able to verify that of the expenses incurred during the test year, \$20,209, \$21,673 was paid and the clearance of the checks verified to the bank statements of Rosebrook Water. The amount owed to MWH, exclusive of the \$16,932 was a net debit owed back to Rosebrook in the amount of 1,464. The two entities are separate and distinct and the co-mingling of the adjustments does not comply with GAAP. **Audit Issue # 29**

Expenses relating to Stephen P. St. Cyr & Associates for Outside Accounting amounted to \$10,858. The external accountant provides consulting and professional services. Audit reviewed all ten of the invoices and verified the total charged without exception. While the invoices do reflect the dates and hours for which identified work was done, the description of the work performed could not be specifically identified with a particular docket (if applicable).

The proformas in the filing schedule 4A indicates that the expense should be reduced by \$4,659 to adjust for “various regulatory charges”, bringing the normalized accounting expense to \$6,199. Refer to proforma #17. At a rate of \$105 per hour, the normalized amount equates to approximately 59 hours. During 2011, total hours worked were 97. The normalized 59 hour estimate, for tax work and PUC annual report work, as well as preparation of year-end adjusting entries, appears to be reasonable.

Account #924 – Property/Workers’ Compensation Insurance - \$5,256

Audit reviewed the insurance policies compiled by the Rowley Insurance using Acadia as the underwriter of the commercial property and equipment, automobile, and general liability. The policy runs from June 23 through June 23 each year. For the insurance year ending 6/23/2011, the total annual premium was \$2,650. For the insurance year ending 6/23/2012, the total annual premium was \$2,801. The total expensed amount of \$5,256 could not be substantiated. Audit requested clarification via requests #26 and #28, both issued on 3/20/2013. **The requests have not been answered as of the date of this draft report.** As a result, it appears that the insurance expense posted to account #924 is overstated by \$2,530. **Audit Issue # 30.**

The expense for the test year should be:

Premium for year ending 6/2011	$\$2,650 * 50\% =$	\$1,325
Premium for year ending 6/2012	$\$2,801 * 50\% =$	<u>\$1,401</u>
Expense for test year		\$2,726

Audit also reviewed the Prepaid Insurance account #161a, which reflected a year-end balance of \$1,082. Credit activity within the account was directly offset to the expense account #924. However, debits in account #161a indicate payments to Acadia Insurance which sum to \$2,770, and one payment

to Resort Waste in the amount of \$3,569. The debits were offset to Accounts Payable, #231. Refer to Audit Issue #30.

Account #926 – Employee Pensions/Benefits Other - \$200

Audit reviewed the one entry in the account which was supported with license renewals for the Operations Manager and Field Technician. Each license was renewed for the two year period January 1, 2012 through December 31, 2013. The total was verified to the annual report as well as to the filing.

**Audit Issue #27**

Account #930 – Miscellaneous General Expenses - \$439

Audit reviewed entries indicating expenses incurred at NAPA, Home Depot, and reimbursement to N. Oleson for supplies purchased. One item, annual dues paid to the Granite State Rural Water Association in the amount of \$175, represents almost 40% of the total expense account. Audit requested clarification of the annual report and filing balance which show \$686. The amount is \$247 higher than the general ledger. Audit request #27 was issued on 3/20/2013, but **has not been answered as of the date of this draft audit report. Audit Issue #30**

Account #931 – General Rents - \$0

Audit was provided with a copy of a rental agreement between Rosebrook Water and 9 Remick Lane, LLC for the office space being used from August 2011 through the present. Prior to the relocation to 9 Remick Lane, Rosebrook was supported with personnel located within the Golf Club building then owned by BW Club, LLC. There was no rent associated with that location. When BW Club went out of business, the Rosebrook support staff relocated to the current building at 9 Remick Lane. The commercial lease agreement, dated August 15, 2011 reflects the term to be “beginning August 15, 2011 and ending February 15, 2011”. The ending date appears as a typographical error. Based on the rental discussion identified in the lease as item #2, the rental amount, the end date of the lease should read February 15, 2012.

The rental amount is noted to be \$3,900 payable in installments of \$650 per month, due in advance on the 15th of each calendar month. The full six month amount was paid by Rosebrook Water via check #3600, verified to the Connecticut River Bank statement of August 2011. A deposit was noted on the Connecticut River bank statement of September 2011, thus the cash position of Rosebrook netted to zero. The following entries were noted relating to the rental amount, and all flowed through the balance sheet rather than being expensed to the General Rents account #931. Specifically:

8/5/2011 Debit account #2012.05 Due to/from BW Services	\$3,900
8/5/2011 Credit account #231 Accounts Payable	\$3,900
8/5/2011 Debit account #231 Accounts Payable	\$3,900
8/5/2011 Credit account 131.2A Cash	\$3,900
9/29/2011 Debit account 131.2A Cash	\$3,900
9/29/2011 Credit account #2012.05 Due to/from BW Services	\$3,900

The commercial lease agreement is between Rosebrook Water and 9 Remick Lane, LLC. Audit was provided with a rent expense account detail of BW Services, LLC which reflects the entire amount of its books (refer to BW Services account #6290), rather than the rent expense of Rosebrook Water. **Audit Issue #31.**

## TAXES

Account #408.11 - Property Taxes - \$6,047,  
Account #161c - Prepaid Real Estate Taxes - \$1,519

Rosebrook reported property tax expense of \$6,047 for the town of Bethlehem and the town of Carroll. The total on schedule F-50 of the 2011 PUC annual report agrees with the rate filing and the general ledger account #408.11.

Audit determined that the property tax expense associated with the test year should be \$5,357 as determined below. Therefore, the property tax expense of \$6,047 is overstated by \$690. **Audit Issue #32**

Town of Bethlehem			Test year 2011	Test Year
Bill Date	Due Date	Invoiced \$	Period	Amount
12/16/10	01/18/11	\$627	Jan-Mar 2011	\$ 314
06/14/11	07/18/11	652	Apr-Sep 2011	652
12/19/11	01/24/12	<u>957</u>	Oct-Dec 2011	<u>479</u>
		\$2,236		1,444
Town of Carroll			Test year 2011	Amount
Bill Date	Due Date	Invoiced \$	Period	Amount
11/16/10	12/16/10	\$1,337	Jan-Mar 2011	669
06/09/11	07/14/11	1,717	Apr-Sep 2011	1,717
11/22/11	12/19/11	<u>3,054</u>	Oct-Dec 2011	<u>1,527</u>
		\$6,108		\$3,913
			<b>Total</b>	<b>\$5,357</b>

The total prepayment figure should be \$2,006. Therefore, the total in the Prepaid account #161c at year end \$1,518 is understated by \$487. **Audit Issue #32**

Account # 408.12 - \$2,873 - State Utility Property Taxes

A copy of the 2010 Utility Property Tax Return was provided that indicates the Company had an overpayment of \$202 from the 2010 Utility Property Tax Return. The Company requested to apply the overpayment to the 2011 tax liability. This overpayment should have been claimed as an additional credit or other payment on the 2011 return which would have reduced the tax due, but was not.

Rosebrook provided a copy of the 2011 Utility Property Tax Return filed on December 30, 2011 which reported annual utility property tax due of \$2,672 based on an assessed valuation of \$404,793 and

a tax rate of 6.6 per \$1,000 of utility property value. The return claimed estimated payments of \$2,575 (comprised of quarterly estimates of \$644 paid in 2011 on April 13, June 1, August 30 and November 28) no additional payments or credits were claimed on the return which left a remaining balance due of \$97 that was paid when the return was filed

The Company's general ledger reflects one entry in the expense account # 408.12, State Utility Property Taxes, on December 31, 2011 for \$2,873 the offset was to account # 161e, Prepaid Public Utility Tax.

The prepaid account # 161e which was zeroed out at the end of the year was comprised of estimated payments of \$2,575, the \$202 overpayment from 2010 and the balance of tax due on the return of \$97 which together totaled the \$2,873.

The Company also reported \$2,873 of state utility property tax on both the annual report (schedule F-50) and the rate filing. Audit believes the general ledger and the annual report and rate filing were overstated by \$201. Therefore Audit has determined that the proper utility tax associated with the test year is the amount reflected on the 2011 Utility Property tax return of \$2,672. Audit suggests that Rosebrook either file an amended utility property tax return and claim the \$202 overpayment from 2010 (if possible) or contact the New Hampshire Department of Revenue to request a status of its utility property tax account. **Audit Issue #33**

Account #408.13 - \$246 - Other Taxes and Licenses,

Audit requested support for the \$246 of other taxes and licenses claimed on schedule F-50 of the PUC annual report and the rate filing, which tied to the general ledger. The Company provided documentation that indicates the \$246 was for the registration of the truck (State of NH \$55 and Town of Carroll \$191) which should have been recorded in account #930.

Account # 161d - \$1,929 - Prepaid Federal Income Tax (FIT) and State Business Tax (SBT),

Account # 161d, Prepaid FIT & SBT indicated a balance of \$1,929 with no activity during 2011. The Company provided a general ledger of the account going back to 2000. Audit was able to determine that the \$1,929 consisted of federal tax estimates of \$500 less the \$58 refund (see account #409.1 below) leaving a federal balance in the prepaid account of \$442 and a State prepaid balance of \$1,487 as of December 31, 2010. However, a review of the entries indicates that those which calculated to the \$1,929 were backdated, as they were noted 12/31/2010. The ending balance however, appears to be overstated based on a review of the tax returns discussed below.

	G/L	Per Audit	Variance
Federal Income Tax in account #161d =	\$ 442	\$ 442	\$-0-
State Business Tax in account #161d =	\$1,487	\$ 977	\$510
	\$1,929	\$1,419	\$510

Refer to the sections relating to the Federal Income Taxes, Account #409.1 and to the State Taxes Accounts #409.11 and 409.2 below. Refer also to the Recommended Adjustments portion of this report.

Account # 409.1 - (\$58) - Federal Income Taxes.

Rosebrook provided copies of the 2011, 2010 and 2009 federal Form 1120s. A review of the 2011 return revealed that total income of \$213,131 and total deductions of \$213,131 were reported that resulted in taxable income of zero. The return claimed payments of \$442 and requested that the overpayment of \$442 be applied to 2012. No estimates were paid during 2011 the \$442 was carried forward from the 2010 tax period. No net operating losses were identified on the return.

The review of the 2010 Form 1120 revealed that total income of \$195,453 and total deductions of \$195,453 were reported that resulted in zero taxable income. The return claimed estimated payments of \$442 were paid during 2010. The overpayment was requested to be credited to the 2011 tax period. No net operating losses were identified on the return.

The Company reported federal income taxes of (\$58) on schedule F-50 of the 2011 annual report and on the rate filing which tie to the general ledger. However given that the 2011 return indicates an overpayment of \$442 that was requested to be carried forward to 2012 and the 2010 return indicated an overpayment of \$442 that was requested to be carried forward to 2011, Audit requested clarification of the (\$58) balance.

The Company provided support that the (\$58) was the result of a miscalculation of the payments made during 2010. While the 2010 tax return claimed estimated payments of \$442 a notice from IRS indicated that Rosebrook made estimated payments of \$125 and had other credits of \$375 which totaled \$500 rather than \$442. The difference of \$58 was refunded. Audit noted the debit posting to the cash account #131.2A and the credit posting to account #409.1 on 6/23/2011. The credit should have posted to the Prepaid Account #161d, but because of the apparent backdating of the entry described above, had already been deducted from the prepaid balance. Audit has determined that the proper amount of federal tax associated with the test year is zero with \$442 reflected as prepaid as of December 31, 2011. **Audit Issue #34**

Accounts # 409.11 and #409.2 - \$0 - State Business Tax

Account #409.11	NH State Business Tax	\$-0-
Account #409.2	State Business Taxes	\$-0-

Neither account reflected any activity during the test year.

Rosebrook provided copies of the 2011, 2010 and 2009 New Hampshire business tax returns. A review of the 2011 Business Enterprise Tax (BET) return revealed that \$11 of BET was due based on \$1,436 of interest paid multiplied by a tax rate of 0.75%. The Business Profits Tax (BPT) return reflected BPT due of \$543 less BET credits of:

BPT due 2011	\$543
BET 2011	( 11)
BET 2010	( 13)
BET 2008	( 20)
Net BPT due	\$499

The resulting \$499 was due, after application of a BET credit of \$44 from prior tax years and a net operating deduction from tax period 2010 of \$20,176 (now completely expired). The total due of both taxes \$499 + \$11 = \$510 was offset by credits available from prior tax periods of \$1,487 leaving additional credits available for 2012 of \$977. The \$1,487 ties to the overpayment reflected on the 2010 business tax returns and the net operating loss deduction of \$20,176 (tax benefit of \$1,715) taken in 2011 ties to the negative adjusted gross business taxes reported in 2010. The \$1,487 is reflected in Prepaid Tax account #161d discussed above.

It appears that with filing of the 2011 tax return, no additional net operating losses or BET credits are available for future state tax purposes.

The Company claimed zero state taxes due on both the annual report and the rate filing (before proforma adjustments for step increase) which ties to the general ledger.

Audit has determined that the proper state business tax expense associated with the test year is the amount reflected on the business tax returns, as the tax due before application of the 2010 overpayment credit, which was \$510.

As of December 31, 2011 the prepaid FIT & SBT account # 161d should reflect the remaining balance of the 2010 overpayment of \$977 (\$1,487 less \$510), it is currently overstated by \$510. It does not appear that the 2010 net operating loss of \$20,176 with a tax benefit of \$1,715 was reflected on the general ledger as a deferred income tax asset (account #190) until its use on the 2011 return. **Audit Issue #35**

Account #410.1 - \$1,449 Deferred Federal Income Taxes

Account #282.1 - \$(63,081) - Accumulated Deferred Federal Income Taxes

Rosebrook explained that the accumulated deferred federal taxes are based on the difference between accumulated depreciation per books of \$528,236 and accumulated depreciation per federal tax return of \$948,774. The difference of \$420,538 multiplied by a tax rate of 15% calculates to \$63,081 as of December 31, 2011 an increase of \$1,449 over 2010.

Account #410.11 - \$1,012 - Deferred State Business Taxes

Account #282.11 - (\$23,779) - Accumulated Deferred State Business Taxes.

The Company explained that the deferred state business taxes are based on the difference of accumulated depreciation per books of \$528,236 versus for state tax purposes of \$857,359. The difference of \$329,123 multiplied by a tax rate of 7.225% calculates to \$23,779 as of December 31, 2011 an increase over 2010 of \$1,012.



Account #928 - \$940 - Regulatory Commission Expense

The Company's general ledger, annual report and rate filing reflected an expense of \$940 for the Public Utilities Commission annual assessment. Audit determined that the amount of PUC assessment associated with the test year 2011 was \$623. Therefore, account #928 is overstated by \$317. **Audit**

**Issue #27**

State Fiscal Year 2011 due 01/15/2011	\$186
State Fiscal Year 2011 due 04/15/2011	\$184
State Fiscal Year 2012 due 08/10/2011	\$ 72
State Fiscal Year 2012 due 10/15/2011	<u>\$181</u>
	\$623

## **Audit Issue #1 Ownership**

### **Background**

Rosebrook Water Company stock was approved for purchase by the BW Land Holdings, LLC. On 7/12/2007 via Commission Order 24,773 in docket DW06-149.

### **Issue**

Based on a review of the federal tax returns, Schedule G, for years 2009, 2010, 2011, ownership noted on the federal form is solely Celebration Bretton Woods, LLC.

Annual reports to the Public Utilities Commission for the same period indicate ownership of the Company is solely BW Land Holdings, LLC.

### **Recommendation**

The Company is reporting to the federal government ownership by one limited liability corporation, while reporting to the state Public utilities Commission ownership by a different limited liability corporation. Contemplation of any transfer of ownership had to have the approval of the Commission. Audit is unclear why the reporting of the ownership to two different levels of government would be different.

Audit is also aware of a current docket, DW12-299 and suggests that clarification of current ownership be positively determined prior to conclusion of another stock transfer.

### **Company Response**

The Schedule G for years 2009, 2010, 2011 reporting ownership by Celebration Bretton Woods, LLC is in error. Schedule G reporting was neither intentional nor deliberate. Stock ownership of Rosebrook Water Company has not transferred nor has the Company intended to transfer ownership from BW Land Holdings, LLC to another entity without prior consent and approval of the Public Utilities Commission. The Company will correct information for future filings and consider amending the prior returns as necessary.

### **Audit Comment**

Audit encourages the Company to comply with all applicable Federal and State tax filing rules and regulations. If amendments are required, notice to the Staff in the Water Division at the NH PUC is recommended. Clarification of ownership, as reported to all regulatory agencies, will be addressed in docket DW 12-299.

**Audit Issue #2**  
**Affiliate Agreements**

**Background**

During the test year, none of the affiliate agreements with BW Club, BW Services, MWH Construction, or Celebration Associates, had been approved by the Commission.

**Issue**

Services for which monthly fees were paid were not approved by the Commission. Audit is aware that docket DW13-001 has been opened to review affiliate contracts after the fact.

A monthly administrative fee charged by MWH Construction was not documented, either in the test year, or in DW13-001. Audit was told (by the Company) that MWH Construction was no longer in business at the end of 2012.

The construction project for the water tank roof, water tank power connection, and pump house repairs, were completed by MWH Construction but supported with a contract for the work or the cost.

**Recommendation**

Affiliate agreements require review and approval by the Commission.

**Company Response**

The Company agrees.

**Audit Comment**

Audit concurs and encourages the Company to be vigilant regarding the contracts into which it enters and ensure that all affiliate company contracts are presented for review to the Commission.

### **Audit Issue #3 Entity Status**

#### **Background**

Audit was informed by the Company (while onsite March 2013) that all entities owned by BW Land Holdings, LLC were out of business, with the exception of Rosebrook Water.

#### **Issue**

The entities below were identified by a 2006 chart as being 100% owned by BW Land Holdings, LLC:

Rosebrook Water Co., Inc – a NH corporation  
 MWH Construction LLC - a NH LLC  
 Bretton Woods Community Television, Inc. – a NH corporation  
 Bretton Woods Land Co., LLC – - a NH LLC  
 BW Sports Complex, LLC - a NH LLC  
 BW Club, LLC - a NH LLC-  
 BW Realty, LLC - a NH LLC

Audit reviewed the corporate status with the NH Secretary of State, and all of the entities were in Good Standing as of March 26, 2013, with the exception of BW Club which was not in Good Standing. BW Land Holdings was noted on the NH Secretary of State's website as being current and in Good Standing. Audit was unable to determine the status of the registration in Delaware. The North Carolina LLCs were verified to the NC Secretary of State's website as being in Good Standing.

#### **Recommendation**

Clarification of the legal entity status of each affiliate will assist with the instant docket as well as the issues identified in docket DW12-299.

#### **Company Response**

The following entities identified and reference by Audit while onsite in March 2013 no longer actively conduct business. The following is a summary of intent for each entity:

MWH Construction LLC, a NH LLC, discontinued operations prior to year-end of 2012. It is contemplated that legal status of this entity will be dissolved during 2013.

Bretton Woods Community Television, Inc., a NH corporation, discontinued operations prior to year 2012. It is contemplated that legal status of this entity will be dissolved during 2013.

Bretton Woods Land Co., LLC, a NH LLC, maintained as part of the settlement agreement between Crosland and Wells Fargo while certain bonding obligations are transferred between the parties as part of the foreclosure on the property. The company has not actively conducted operations during 2012. It is contemplated that legal status of this entity will be dissolved during 2013.

BW Sports Complex, LLC, a NH LLC, discontinued operations prior to year 2012. It is contemplated that legal status of this entity will be dissolved during 2013.

BW Club, LLC, a NH LLC, discontinued operations prior to year 2012. It is contemplated that legal status of this entity will be dissolved during 2013.

BW Realty, LLC, a NH LLC, discontinued operations prior to year 2012. It is contemplated that legal status of this entity will be dissolved during 2013.

**Audit Comment**

Audit appreciates the information and encourages Staff and the Company to adequately document affiliate legal status during the DW 12-299 proceeding.

## **Audit Issue #4 Check Signing**

### **Background**

With the retirement of the Controller, who had authority to sign checks and reconcile the checking account, processed checks are currently printed and mailed, along with addressed and stamped envelopes to the final vendors, to Mike Hahaj who works in Virginia.

### **Issue**

The additional step of mailing checks for signature to an out-of-state authorized signer extends the payment time to vendors and incurs additional postage expense for the Company.

### **Recommendation**

Audit encourages the Company to fill the Controller position with an employee who will be authorized to sign checks but will not have authority to reconcile the bank statement.

### **Company Response**

The Company will continue to pursue filling the Controller position. It recognizes that additional time is required to remit vendor payments. It also recognizes that it incurs minimal additional expense. However, the Company believes that, until the position is filled, these additional steps to obtain a 2<sup>nd</sup> countersignature on each Company payment helps prevent unauthorized payments and established a certain level of control.

### **Audit Comment**

The Company's response indicates that the checks require two signatures. Audit was not made aware that two signatures were required for each check. Whether or not the mailing to VA for a second countersignature had been an ongoing process, in place while the Controller was at Rosebrook, the inefficiency of the process, as outlined in the Issue above, is reiterated.

Audit understands that the Accounting Clerk issues the invoices, records the cash receipts, makes the deposits, and reconciles the checking account. In order to maintain adequate separation of duties, and reflect some level of internal control, Audit agrees that until a new Controller is hired, someone other than the Accounting Clerk should have check signing authority. However, it is also recommended that once the internal control situation is addressed with the hiring of a full-time Controller, the mailing of invoices and checks to Virginia should cease.

## **Audit Issue #5 Dual Records**

### **Background**

Audit attempted to validate the specific individual plant in service accounts reported on the PUC annual report to the Company's general ledger.

### **Issue**

The external Accountant used to prepare the annual report and filing appears to maintain his own detailed general ledger. Ten of the fifteen individual plant in service reported accounts do not agree with the Company's general ledger records. Refer to page 5 of this report.

Varying prepaid Federal Income Tax and State Business tax records presented by the external Accountant were also not reflective of the general ledger of the Company. Refer to page 41 of this report.

### **Recommendation**

The Company's general ledger must be updated to accurately reflect the plant in service. A revised general ledger should be provided to the Commission within three months of the issuance of this audit report.

### **Company Response**

The Company agrees. There is only one general ledger. The Company uses the financial statements from the general ledger to prepare the PUC Annual Report and tax returns. Any discrepancies between the general ledger and the external report will be rectified.

### **Audit Comment**

Audit reiterates the issue and its recommendation that a copy of the revised general ledger should be provided to the Commission along with the 2012 PUC Annual Report.

**Audit Issue #6  
Lack of Records**

**Background**

Audit requested asset additions and retirements for selected testing, for activity since the prior audit, test year ended 1999.

**Issue**

There were no records to support any of the plant additions prior to 2005, and virtually no records to support retirements prior to 2005.

**Recommendation**

The Company must reconstruct its supporting schedules and locate receipts to validate the plant activity provided to the Commission each year.

**Company Response**

The Company is reviewing its records further and believes that it has some, if not all, of the additions and retirements from 2000 – 2005. The Company will provide such information to the Audit Staff under a separate cover letter.

**Audit Comment**

The Company is reminded that the detailed list of assets that were to be reviewed was submitted by Audit on 2/27/2013. As of the date of this Final Audit Report 5/14/2013, documentation has not been provided.



**Audit Issue #7**  
**2010 Plant Additions**

**Background**

The Company was able to provide supporting documentation for \$38,894 of the \$104,791 additions placed in service in 2010.

**Issue**

Of the total placed in service, supporting documentation was unavailable for \$65,897, or 63% of the 2010 additions.

**Recommendation**

Audit cannot verify that the costs associated with the plant placed in service in 2010 are accurate.

**Company Response**

The Company is reviewing its records further and believes that it has some, if not all, of the supporting documentation for the 2010 additions to plant.

**Audit Comment**

The Company is reminded that the detailed list of assets that were to be reviewed was submitted by Audit on 2/27/2013. As of the date of this Final Audit Report 5/14/2013, documentation has not been provided.

**REPEAT Audit Issue #8  
Continuing Property Records**

**Background**

The Company was unable to provide adequate continuing property records (CPRs).

**Issue**

Rosebrook was ordered by the Commission in DW 06-149 to “reconstruct its accounting and to accurately provide information related to the value of fixed plant, the CIAC account, accumulated depreciation, and accumulated CIAC amortization accounts.”

**Recommendation**

The Company is in violation of the settlement agreement executed in DW 06-149.

**Company Response**

The Company began an effort compile its asset records and is preparing CPRs.

**Audit Comment**

Audit reiterates the issue. Despite Commission Order to complete the CPRs, the Company has failed to comply.

**Audit Issue #9  
Retirement of Generator**

**Background**

During the test year, a generator with a book cost of \$999 was retired. The full book cost was properly credited to the plant account #310.

**Issue**

The Company posted the retirement entry:

Debit Accumulated Depreciation #108	\$425	
Debit Other Income #610.04b	\$575	
Credit Plant account #310		\$999

The debit entry should have reflected the entire \$999. Because of the manner of posting, the accumulated depreciation is understated by \$575 and the Other Income is also understated by \$575.

In addition to the incorrect entry, as identified in Audit Issue #5 above, the external Accountant included the proper debit in the reported Accumulated Depreciation on the annual report, but also reported the debit as the overall balance of Other Income, thus including the \$575 debit twice.

**Recommendation**

The Company must adjust the filing to properly reflect the Accumulated Depreciation and the Other Income. The Company is reminded that for utility accounting purposes, when an asset is retired, the full book cost is debited to Accumulated Depreciation and credited to the appropriate plant in service account. Refer to the Uniform System of Accounts, 607.07.

Also, as noted in Audit Issue #5, the external Accountant must ensure that the accounting information is representative of the actual books and records of the Company. Discrepancies must be identified and addressed such that the records are accurate.

**Company Response**

The Company agrees.

**Audit Comment**

Audit concurs.

**Audit Issue #10**  
**Capital Improvement Plan**

**Background**

The Company provided a Capital Improvement Plan to the Commission on May 26, 2011 in conjunction with docket DW 11-117.

**Issue**

Audit was provided with an updated CIP dated 8/9/2011, with a revised estimate of costs, including almost \$92,000 anticipated capital funding through operating revenues.

The filing schedule 6a outlined the 2012 Step Increase items		<u>General Ledger 2012 Actuals</u>
Water Tank Roof	\$162,354	account #304 + \$183,657 – 75,000
Diesel Generator	\$ 42,000	
Submersible Pump	\$ 28,760	account 311.1 +\$100,162 – 14,366
Total	\$233,114	Actual +\$283,819 – 89,366

The filing schedule 6a reflects only estimated costs and does not include any retired assets.

**Recommendation**

When asked why the filing figures did not agree with the general ledger, the external Accountant indicated the 2012 records had not yet been reviewed. The filing must be adjusted to reflect the actual costs identified by review of the general ledger above, as well as account for the retirements. The Company and external Accountant are reminded that the amended filing schedules were provided to the Commission in February 2013.

**Company Response**

The Company agrees that the filing must be adjusted to reflect the actual costs. At the time of the filing, actual costs were not available. At the time of the amended filing, the actual costs had not been reviewed and finalized.

**Audit Comment**

Audit concurs with the Company that the filing must be adjusted.

**Audit Issue #11**  
**Contract with Saco Roofing**

**Background**

Rosebrook signed a contract with Saco Roofing directly for labor, materials and warranty for the replacement of the water tank roof.

**Issue**

Payments made by Rosebrook were issued to MWH Construction. The Company assumed that MWH Construction then paid Saco Roofing.

**Recommendation**

The legal and binding contract signed with Saco Roofing did not include reference to payment through a third party. The Company must ensure that payments for services as documented be made as required by the legal contract.

**Company Response**

The Company agrees.

**Audit Comment**

Audit concurs.

**Audit Issue #12**  
**Pump House Generator Project**

**Background**

As stipulated in a prior docket, the solar panels on the pump house were to be replaced with hard-wired electrical service.

**Issue**

A deposit of \$27,000 was paid by Rosebrook to MWH Construction, as contemplated in the contract signed by both for installation of a generator at the pump house. The contract noted the anticipated completion date of 2010.

The pump house was placed in service, at the contracted cost of \$54,000, on 4/30/2012. The filing schedule 6a reflects the total estimated cost to be \$42,000

**Recommendation**

The Company signed a contract in 2010, in the (not to exceed) amount of \$54,000. The amended filing, provided to the Commission in February 2013, understated the expense by \$12,000. The filing must therefore be adjusted.

**Company Response**

As indicated in the response to audit issue #10, at the time of the amended filing, the actual costs had not been reviewed and finalized. The Company anticipates providing Staff with the actual costs associated with the 2012 additions to plant and adjusting the estimated costs to actual costs.

**Audit Comment**

Audit concurs with the Company's response that they will be providing Staff with the actual costs associated with the 2012 additions to plant. Plant retirements must also be updated for Staff.

### **Audit Issue #13 Overtime-Affiliates**

#### **Background**

Audit reviewed invoices from both MWH Construction and BW Services for costs incurred relating to the Capital Improvement Plan projects.

#### **Issue**

MWH Construction invoices reflected labor plus 10%. The one invoice from BW Services reflected overtime labor plus 20%. The Company indicated that the BW Services "management fee does not include overtime on Capital Improvement Plan projects".

The BW Services mark up of 20% appears to be excessive and undocumented within the contract that had not been provided to the Commission.

#### **Recommendation**

The \$1,054 cost borne by Rosebrook appears to be overstated by 20% or \$211. The filing should be adjusted by that figure, and the related general ledger account should be adjusted as well (for 2012 and ongoing).

#### **Company Response**

The Company disagrees. The Company does not view the 20% to be excessive.

#### **Audit Comment**

MWH Construction (no longer in business) apparently acted as the general contractor for the tank roof project, although there was no contract specific to the roof project. Audit reminds the Company that neither the BW Services contract nor the MWH Construction management contract contains language relating to any percentage mark up of overtime.

## **Audit Issue #14 Depreciation**

### **Background**

The Company claimed a depreciation expense of \$36,482 using straight-line depreciation.

### **Issue**

Of the two assets groups placed in service during the test year, one was depreciated at a full year rather than half-year convention.

- The “Telemetry System” was placed in service in on 9/30/11, at \$21,376. Estimated life of 40 years equates to \$534 annual depreciation expense. In the first year the expense should have been \$267, but the full \$534 was included in the total expense for 2011.
- Five meters were placed in service in 2011 at cost of \$1,125 and reflected a depreciation rate of 2.5% or \$28. Meters are normally in service for 20 years with a 10% net salvage value, resulting in an annual depreciation rate of 4.5%. The annual rate would equate to \$51 with the half year convention at \$25.

Also, because inadequate continuing property records are kept Audit was not able to verify the accuracy of the accumulated depreciation reported. Refer to Audit Issue #8, and refer to Audit Issue #21.

### **Recommendation**

The Company is not entitled to a full year of depreciation for assets placed in service during the year. The depreciation expense should be reduced by \$267 and the accumulated depreciation should also be adjusted by that amount. The meter expense caused a variance in year one of an immaterial \$3.

### **Company Response**

The Company disagrees with the recommendations.

The estimated live of the telemetry system is 20 year, not 40 years. Therefore, the annual depreciation is \$1,069. The first year depreciation is one-half of the annual depreciation, namely \$534. No adjustment is required.

The Company does not receive any salvage value from its meters. As such, it uses a 5% depreciation rate. Therefore, the annual depreciation is \$56. The first year depreciation is one-half of the annual depreciation, namely \$28. No adjustment is required.

With respect to the accuracy of the accumulated depreciation, the Company provided Audit Staff with the depreciation schedules for 2000 – 2010.



**Audit Comment**

Audit understands the 2011 “telemetry system” addition was for digging a trench to the water tank (using both equipment and hand trenching), materials and labor to convert the tank to AC voltage, and to hard wire the solar collector and transmitter and was not for the actual telemetry system itself. This project was under taken and completed to cure a deficiency received in a DES Sanitary Survey. Audit believes that 40 years is a more appropriate life.

Audit is unsure why the Company does not have salvage on its meters. Audit recommends that the Company follow the small water company booklet.

The Company must be able to accurately support the accumulated depreciation for each plant asset.

## Audit Issue #15 Mount Washington Hotel Contribution

### Background

In 2007, the Count Washington Hotel Partnership (former owner of Rosebrook Water) was ordered to pay \$105,000 into a Contributions in Aid of Construction account. The cash general ledger account 131.2c reflected the debit. The credit was posted to Miscellaneous Income.

### Issue

Because the offsetting credit was posted to a Miscellaneous Income account in 2007, the Contributions in Aid of Construction account #271 was understated.

### Recommendation

Audit was forced to perform an ongoing CIAC reconciliation, using bank statements, cash general ledger accounts, CIAC balance sheet accounts and deferred balance sheet accounts. At the time the \$105,000 was required, it was contemplated that the entry would be:

Debit Cash 131  
Credit CIAC 271

Audit is aware that the Company filed a request to use all CIAC funds held in the Meredith Village Bank money market account, and that DW 11-117 approved such use per Order 25,328 issued in February 2012.

### Company Response

The Company's recollection is that the PUC order the Hotel to pay \$105,000 for the difference in rates between a special contract rate that had expired and the tariff rate for commercial customers. Therefore, the \$105,000 was treated and reported as revenue and not a CIAC.

### Audit Comment

While the \$105,000 was the result of Rosebrook's under billing to MWH, the fact that the \$105,000 was to be deposited into the CIAC account was addressed no less than five times:

- **Order No. 24,773**, issued 7/12/07 page 6 "MWH acknowledges that it had not complied with Commission Order No. 23,441 regarding the CIAC account. In addition, it acknowledges that MWH properties were provided the benefit of lower water rates after the expiration of Special Contract No.7. Consequently, MWH agreed to deposit \$105,000 into the CIAC account on or before of the date of the transfer of the Rosebrook

stock. The utility agreed to provide evidence of that deposit to the Commission within five days of the deposit.”

- **Settlement agreement DW 06-149**, signed by James D. Kerouac, Esq 4/11/07 and Carmine D. Tomas, MWH Preservation LP 4/10/07—page 5, section D.1. “In addition, MWH acknowledges that it continued to give MWH properties the benefit of the water rates in the Special Contract No. 7 after the expiration of that Special Contract and therefore the MWH properties were undercharged by \$105,000. In lieu of fines and penalties that the Commission has authority to impose pursuant to RSA 365:41 and 42, MWH agrees to deposit \$105,000 into the CIAC account on or before the date of transfer of the stock of Rosebrook.”
- **Letter from James D. Kerouac, Nixon Peabody LLP**, August 28, 2007 “Pursuant to the Settlement Agreement approved by Order No. 24,773 dated July 12, 2007, enclosed please find evidence of the deposit of \$105,000 into the CIAC account.”
- **Letter from P. Douglas Whitlock of Cleveland, Waters and Bass, PA**, January 9, 2008, “...I am providing to the Commission timely evidence of payment from MWH Preservation Limited Partnership to the Rosebrook Water Company, Inc. in the amount of \$105,000 (as well as evidence of deposit of said amount into the Rosebrook operating account)”.
- **Letter from Marjory Taylor, Controller, Rosebrook Water Company, Inc.**, March 31, 2011 page 1, section D.1. Deposit of \$105,000 into CIAC account. “On 01/08/08 the Company received the \$105,000 payment from the MWH and deposited it into the operating account to replace the \$105,000 the Company had transferred to the CIAC fund in August 2007. The original deposit is listed on the attached CIAC report.”

While the current Company staff may not have been aware of the requirement to deposit the \$105,000 into CIAC, it is clear to Audit that the Company, the Controller and the Company’s attorneys were aware that the \$105,000 was to be treated as CIAC.

**Audit Issue #16**  
**Interest Earned on CIAC Money Market Bank Account**

**Background**

The money market account which was opened in 2007 at the Meredith Village Savings Bank to hold all funds received as Contributions in Aid of Construction earned interest monthly.

**Issue**

The cash general ledger account accurately reflected the interest earned, but the credit offset was posted to Other Income and Deductions, account #419 rather than to the CIAC account #271. The annual report schedule F-46 did not reflect the interest earned.

**Recommendation**

Rosebrook's annual report and general ledger have been misrepresenting the interest earned on contributed funds as Other Income. The total since inception is \$8,739 through the end of 2011.

**Company Response**

The Company has not previously considered whether the interest earned on the CIAC funds should be treated as interest income or CIAC. The Company will consider whether such accounting treatment is appropriate.

**Audit Comment**

The CIAC account was closed as of August 2012. The interest was earned on CIAC funds and should have been reflected as CIAC.

**Audit Issue #17**  
**Unresolved CIAC Variance**

**Background**

Because of the general ledger posting issues, the manner in which the CIAC money was reported on the PUC annual reports over the years, and the lack of reconciliation among all, an unresolved variance of \$14,131 exists at the end of 2011.

**Issue**

The Company did not conduct its own reconciliation of all CIAC monies, including interest, with the bank statements, general ledger asset and liability accounts, nor with the external Accountant's representation of CIAC and then Deferred CIAC.

**Recommendation**

The Company must determine, beginning in 2001, why schedule F-46.4 of that year's annual report, was out of balance with F-46. It appears that the CIAC account #271 is understated by \$14,131. The schedules and general ledgers need to be reconciled, or the money must be replaced.

**Company Response**

The Company will review the "unresolved CIAC Variance."

**Audit Comment**

The Company is reminded that the variance has been in place for a decade. The review to resolve the issue must actually be done and corrected within six months. The annual report for 2013 must be reflective of the accurate CIAC information, which must agree with the general ledger of the Company.

**Audit Issue #18  
Inability to Track Funds**

**Background**

Referring to Audit Issue #15, Audit was unable to validate using the annual report and the general ledger CIAC accounts, where and how the \$105,000 contribution was used.

**Issue**

Because schedule F46, F46.4, and the related accounts #271 and then #253 did not reflect the \$105,000 contributed by the Mount Washington Hotel in 2007, the use of the funds could not be traced to the assets noted on the schedules and within the general ledger.

**Recommendation**

As with the recommendation in Audit Issue #15, it is the Company's responsibility to positively identify all assets relating to all CIAC funding sources.

**Company Response**

See Company response to Audit Issue #15. The \$105,000 was not treated nor reported as CIAC.

**Audit Comment**

Audit reiterates the issue and its recommendation. Also see Audit's response to Audit Issue #15.

**REPEAT Audit Issue #19**  
**2008 Truck Purchase**

**Background**

In 2008, the Company used CIAC funds out of the Meredith Village Savings Bank money market account to purchase a pickup truck.

**Issue**

During the desk audits of both 2010 and 2011, the Audit staff noted that the addition of the truck was not noted on schedule F46.4, thus was not offsetting the plant in service account. Because the truck was not being amortized, the depreciation expense was not being offset.

The response to the desk audit letters was that the truck would be added to the F-46.4.

**Recommendation**

Rosebrook's annual report and general ledger have been misrepresenting the total CIAC #271 and amortization expense related thereto, by excluding the \$16,578 truck added to plant in 2008.

**Company Response**

Regrettably, the Company has not yet reflected this transaction on F-46.4.

**Audit Comment**

Audit understands that the Company requested an extension until May 30, 2013, to file its 2012 annual report. The Commission, via Secretarial Letter dated 4/2/2013 approved the request. The Company has sufficient time to correct this deficiency prior to submitting the 2012 annual report.

## **Audit Issue #20 CIAC Amortization**

### **Background**

Audit prepared a reconciliation of all CIAC related activity using prior audit reports, bank statements, general ledger accounts and activity, and annual report schedules.

### **Issue**

The basis on schedule F46.4 of the yet to be filed PUC annual report should be increased by:  
\$18,069 of funds withdrawn from the CIAC money market but not yet used for assets in service  
\$40,529 of work in process assets funded by CIAC  
\$68,095 of funds not yet used  
\$16,578 representing the 2010 truck purchase identified in audit issue #19

\$14,131 unknown variance as identified in audit issue #17

### **Recommendation**

The annual report and general ledger must be updated with accurate information and the information should agree with what is presented to the Commission.

The filing schedule 2 reflects total CIAC in service in the amount of \$247,914, which is overstated by \$45,308, the 2011 balance of CIAC CWIP and unused funds. Therefore, the filing schedule 2 should reflect CIAC in service as of 12/31/2011 in the amount of \$202,606.

### **Company Response**

The Company will undergo a review of the CIAC and the related accounting and take the necessary steps to resolve any discrepancies.

### **Audit Comment**

Resolution should be accomplished within six months. The actual resolution should be communicated to Audit, should include adjusting general ledger entries, supporting schedules, and the 2013 general ledger should support the corrected 2013 PUC Annual Report.



**Audit Issue #21**  
**CIAC Amortization Expense**

**Background**

Audit reviewed the CIAC amortization expenses for the test year. The Telemetry System placed in service in 2011 was posted to plant and CIAC with a basis of \$21,376

**Issue**

The amortization expense used for the test year represented  $\frac{1}{4}$  of an annual calculation, rather than using the  $\frac{1}{2}$  year convention. The amount noted was \$135 and should have been \$267. Refer to audit issue # 14 relating to the depreciation expense error.

**Recommendation**

The amortization expense and depreciation expense should be mirror images of one another, and both should use the half year convention in the year of acquisition.

**Company Response**

See Company response to Audit Issue #14. The Company agrees that the amortization expense and depreciation expense should be mirror images of one another, and both should use the half year convention in the year of acquisition. The Company believes that the first year amortization is one-half of the annual amortization, namely \$534.

**Audit Comment**

Audit concurs with the Company's agreement that the amortization expense and depreciation expense should be mirror images of one another, and both should use the half year convention in the year of acquisition, rather than the quarter year convention.

**Audit Issue #22**  
**Amortization Expense of Truck**

**Background**

The pickup truck purchased in 2008 has been noted as an asset and properly depreciated since 2008.

**Issue**

Because the truck was purchased with CIAC funds, it should have been noted in the annual report F-46.4 and had associated amortization expenses since 2008. The truck was not included in the amortization calculation and has thus understated the amortization expenses for the following years:

2008	\$ 829
2009	\$1,658
2010	\$1,658
2011	<u>\$1,658</u> relates to amortization expense for the test year \$5,803 relates to accumulated amortization for the test year

**Recommendation**

The contributed assets and related amortization expenses must mirror the plant assets and depreciation expenses.

**Company Response**

The Company agrees.

**Audit Comment**

Audit concurs. Also see Audit's response to Audit issue #20.

**Audit Issue #23  
Meter By-pass**

**Background**

Company officials indicated to Audit that the outdoor pool and cabana at the Mount Washington Hotel have been using water after by-passing the meter.

**Issue**

In the first quarter billing, the Company found the Mount Washington Pool and Cabana meter had been bypassed, so the water usage was estimated. The Company stated that this is recurring problem which is only discovered when Rosebrook Staff perform on-site inspections or when reading meters. The general ledger reflected one instance of this and showed the 1<sup>st</sup> quarter billing to be \$246.

**Recommendation**

The Company should continue to diligently monitor the water usage where problems of tapping into the Company's line have previously existed.

Because the user deliberately bypassed the meter, and thus the sales were estimated, Audit is unable to quantify what the revenue impact is.

**Company Response**

The Company will continue to monitor the situation and consult with its attorney to determine what, if any, legal action should be taken.

**Audit Comment**

Audit concurs with the Company response.

**Audit Issue #24**  
**Unmetered Sales-Account #460.05**

**Background**

Unmetered sales relating to hydrant use are estimated by knowing the gallons per minute or flow rate of the meter, then applying the per 1000 gallon usage charge of 1000 x \$4.04. This manner of estimating usage is used for the Hotel pump station and for the tubing hill.

**Issue**

Audit is unaware of how the other unmetered sales customer bills are calculated, specifically relating to the Carpenter Shop and the Mount Washington Place HOA.

**Recommendation**

The Company is encouraged to place meters at these buildings.

**Company Response**

The Company will make every effort to minimize unmetered sales relating to hydrants.

**Audit Comment**

Audit concurs with the Company, and reiterates the recommendation that these buildings be metered.

## **Audit Issue #25 1" Meters**

### **Background**

Audit reviewed the tariff in place for the test year. Specific meter sizes and charges were outlined. Audit was told that the contractor installed 1" meters at newer homes and businesses, without the knowledge of the Company.

### **Issue**

1" meters, assessed a quarterly fee of \$38.50, were noted during the billing test. This meter size and charge are not authorized by the tariff in place. Audit noted thirteen customers, both commercial and residential, who were assessed the fee for the 1" meter.

### **Recommendation**

The Company is in violation of the tariff, and should refund customers the variance between 5/8" meter charge of \$35 and the incorrect size and charge of \$38.50.

### **Company Response**

The Company filed a revised tariff on March 20, 2012. The PUC Staff reviewed the filing and "confirms compliance with PUC 1603 filing requirements." See PUC Staff letter dated April 20, 2012 addressed to the Company's controller. Also, see Company response to Staff data requests 1-2 and 1-3 in DW 12-306.

### **Audit Comment**

The test year under review was 2011, thus the 2012 submission of a revised tariff did not apply to the revenue and test year.

**Audit Issue #26**  
**Billing Forms**

**Background**

The NH Code of Administrative Rules Puc, Section 1203.06 identifies specific items which must be included on utility bills to customers.

**Issue**

Audit conducted an invoice test and noted that the invoices did not include the meter size which could then be verified to the tariff charge by the customer.

**Recommendation**

The Company must ensure that the customer invoices properly reflect all relevant data as required by Puc Section 1203.06.

**Company Response**

The Company agrees.

**Audit Comment**

Audit concurs with the Company response and suggests that the Company provide a sample of the revised customer invoice as soon as possible, but not later than three months from the date of this final audit report. The sample will be reviewed for compliance with the NH Code of Administrative Rules requirements.

**Audit Issue #27**  
**Expense Accounts Overstated**

**Background**

Audit reviewed all expense accounts for the test year.

**Issue**

Account #665, Miscellaneous Expenses, is overstated by \$765 relating to December 2010 backflow testing.

Account #926, Employee Pensions/Benefits Other, is overstated by \$200 relating to a two water renewal licenses for the two year period January 2012 through December 2013.

Account #928, Regulatory Commission Expense, is overstated by \$317 due to the cash method rather than the accrual method of accounting for the quarterly assessments.

**Recommendation**

The filing should be adjusted by each of the above.

**Company Response**

The miscellaneous expense pertaining to December 2010 should be excluded from the test year.

To the extent that Staff reduces employee pension / benefits test year expenses for the \$200 relating to license renewal for 2012 and 2103, such amount should be set up in prepayments. Also, test year expenses should include one half of the 2 year expense.

Regulatory Commission Expenses reflected in the test year amount to \$640. The \$640 represents 4 payments to the State for the PUC assessment according to the prescribe payment schedule. The Company believes that the level of expense is appropriate.

**Audit Comment**

The Company is reminded that accrual accounting rather than cash accounting is required, per the USoA.

**Audit Issue #28**  
**\$30,302 Adjustment to Account #923**

**Background**

Account #923, Outside Services, included payments to, among others, BW Club for management services.

**Issue**

Audit was informed that BW Club, LLC went out of business in July 2011. A credit entry for \$30,302 was posted to the expense account #610.07k, Admin/Gen Expense-Operations-Other, to eliminate the accumulated expenses incurred but not paid.

The entry should have posted to Other Income and Deductions, account #610.04b.

**Recommendation**

Audit understands that the net income impact does not change with the issue identified.

**Company Response**

The Company disagrees. The expense was charged to outside service. The nonpayment of such expenses should be credited to outside services.

**Audit Comment**

The services for which the charge was incurred were provided. The discount for those services should not be a simple deduction to the expense account, rather, should be accounted for as offsetting income.



**Audit Issue #29**  
**MWH Construction Clearing Entry**

**Background**

A credit entry to account #923, Outside Services, reduced the amount relating to the MWH Construction by \$16,932.

**Issue**

The description was “cancel second quarter due to deed in lieu” of foreclosure of the bankrupt MWH Construction.

Audit was able to verify that of the expenses incurred during the test year, \$20,209, \$21,673 was paid and the clearance of the checks verified to the bank statements of Rosebrook Water.

The amount owed to MWH, exclusive of the \$16,932 was a net debit owed back to Rosebrook in the amount of 1,464.

The MWH Construction information provided to Audit showed a net amount owed from Rosebrook Water and Bretton Woods Television. Because the television enterprise was out of business, it appears that the entire write off was allocated to Rosebrook Water.

**Recommendation**

Audit recommends that the Company maintain its books and records as separate and distinct from all of the other entities with whom it has done and will do business. The deed in lieu calculation on the books of MWH Construction had nothing to do with how the figure posted to Rosebrook Water should have been determined. Financial records of Rosebrook Water must comply with GAAP, and the co-mingling of adjustments among the various entities is incorrect.

**Company Response**

The Company does maintain its books and records as separate and distinct from all other entities. The Company keeps its books records in compliance with GAAP.

**Audit Comment**

The Company failed to address the deed in lieu calculation of the MWH Construction, which then impacted the Rosebrook Water Company.

**Audit Issue #30**  
**Expense Accounts Overstated and Unsupported**

**Background**

Accounts #924, Insurance and #930, Miscellaneous General Expenses were reviewed for accuracy.

**Issue**

Account #924 Insurance, reflected a total expense for the test year of 5,256. Audit requested clarification of the expense, as the premiums reviewed by Audit support a total expense for the year of \$2,726. Allocated items in the Prepaid Insurance account in amounts of \$2,770 for Acadia and \$3,569 were tied to a spreadsheet, but the basis of the sheet could not be verified to the premium notices on file.

Account #930 reflects a total of \$439 but the annual report and filing both show a total of \$686. Clarification of the variance was requested but not provided.

**Recommendation**

The filing should be adjusted for account #924 down to the audited expense of \$2,726 and the total for account #930 should be reduced to \$439.

**Company Response**

Insurance ...

The sum of Account 930 Misc. General Expense of \$439 and Account 408.13 Other Taxes and Licenses of \$246 total \$685. The \$246 represents costs associated with truck registration.

**Audit Comment**

PUC Audit issued a draft audit report to the Company on April 3, 2013. As of the response date, May 10, 2013, the question relating to insurance was not addressed. The Company responded as above, and also phoned the Chief Auditor to acknowledge that the question regarding insurance is being researched.

Audit concurs with the \$246 related to truck registration expense.

## **Audit Issue #31 Rent Expense**

### **Background**

Account #931, General Rents, reflect zero activity during the test year.

### **Issue**

In August 2011, Rosebrook Water signed a lease agreement for office space (in which the Company presently operates) with 9 Remick Lane, LLC.

The payment terms were for a total of \$3,900 payable in six monthly installments of \$650.

Audit noted \$3,900 flowed through the balance sheet accounts for cash, due to/due from, and accounts payable, ultimately never hitting the income statement of Rosebrook Water. The full amount was expensed on the income statement of BW Services, LLC.

### **Recommendation**

The Company has failed to properly reflect a legally binding rental agreement expense on the books of Rosebrook Water, and instead has posted them to an affiliate with whom the lessee had no relationship.

The filing should be increased by four monthly installment payments of \$650 for a total of \$2,600 for the test year.

### **Company Response**

In 2011, the Company paid \$3,900 for 6 month rent. The amount was reimbursed by BW Services because rent was included in the management fee paid to BW Services. Therefore, there is no rent expense included in 2011. In 2012, the Company began paying rent monthly at \$650 per month and such amount was reimbursed by thru October 14, 2012. Subsequent to October 14, 2012, the Company is paying rent monthly at \$650 per month, but there is no longer reimbursement by or any other entity. Therefore, in 2012, there is \$1,950 reflected in rent expense. The filing should be increased by twelve monthly payments of \$650 for a total of \$7,800 for the test year.

### **Audit Comment**

Audit concurs with the first sentence of the Company response. Rosebrook did in fact pay \$3,900 for six months of rent (four in the test year, two outside of the test year). The balance sheet flow-through booking was in error. Audit again encourages the Company to revise the filing to properly reflect the four monthly payments which sum to \$2,600.



**Audit Issue #32**  
**Municipal Property Tax**

**Background**

The Company pays municipal property to the towns of Bethlehem and Carroll.

**Issue**

Audit reviewed all 2010 and 2011 property tax invoices from the towns and calculated the amount to expense should have been \$5,357. The Company posted entries on a cash basis and thus overstated expense account #408.11 by \$690.

The prepaid property tax account was impacted as well and the figure of \$1,518 was calculated by Audit to be understated by \$487.

**Recommendation**

Municipal Property Tax expense account #408.11 should be reflected in the filing as \$5,357 rather than the reported figure of \$6,047.

The Prepaid account #161c should be adjusted to \$2,006 up from the reported figure of \$1,518.

**Company Response**

The Company calculated prepaid municipal property taxes as follows:

Carroll	$\$4,771.06 / 12 \times 3 =$	$\$1,192.77$
Bethlehem	$\$1,304.25 / 12 \times 3 =$	<u><math>\\$ 326.06</math></u>
Total		<u><math>\\$1,518.83</math></u>

A review of the 2010 and 2011 property tax invoices indicated that 2011 property tax expenses should be as follows:

Carroll	$\$3,434.12 / 12 \times 3 =$	$\$ 858.53$
Carroll	$\$4,771.06 / 12 \times 9 =$	<u><math>\\$3,578.29</math></u>
Carroll Total		<u><math>\\$4,436.82</math></u>
Bethlehem	$\$1,304.25 / 12 \times 3 =$	$\$ 326.06$
Bethlehem	$\$1,609.73 / 12 \times 9 =$	<u><math>\\$1,207.30</math></u>
Bethlehem Total		<u><math>\\$1,533.36</math></u>
2011 Total Tax		<u><math>\\$5,970.18</math></u>

**Audit Comment**

The Company is reminded that the State of NH real estate property tax year runs April through March. As a result, the following, as noted within the text of this report, is how the property tax calculations should be reflected. Using your format from above, the totals should be:

The calculated prepaid municipal property taxes as follows:

Carroll 2 <sup>nd</sup> half 2011	$\$3,054 / 6 \times 3 =$	\$1,527
Bethlehem 2 <sup>nd</sup> half 2011	$\$958 / 6 \times 3 =$	<u>\$ 479</u>
Total		<u>\$2,006</u>

The expensed property taxes for the test year should be:

Carroll 2 <sup>nd</sup> issue 2010	$\$1,337 / 6 \times 3 =$	\$ 669
Carroll full first issue 2011	$\$1,717 =$	\$1,717
Carroll 2 <sup>nd</sup> issue 2011	$\$ 3,054 / 6 * 3 =$	<u>\$1,527</u>
Carroll Total		<u>\$3,913</u>
Bethlehem 2 <sup>nd</sup> issue 2010	$\$627 / 6 \times 3 =$	\$ 314
Bethlehem full first issue 2011	$\$652 =$	\$ 652
Bethlehem 2 <sup>nd</sup> issue 2011	$\$957 / 6 * 3 =$	<u>\$ 479</u>
Bethlehem Total		<u>\$1,444</u>
2011 Total Tax		<u>\$5,357</u>

**Audit Issue #33**  
**State Utility Property Tax**

**Background**

The Company files and pays the State Utility Property tax as required by statute.

**Issue**

An overpayment of \$201 was not taken into account when the 2011 filing was completed. Thus, account #408.12 is overstated by \$201.

**Recommendation**

The filing should be adjusted down from the reported \$2,873 by \$201 as a result of the overpayment.

In addition, the Company is encouraged to contact the Department of Revenue to determine if an amended return should be completed, or to determine the status of the property tax account.

**Company Response**

The Company agrees.

**Audit Comment**

Audit concurs.

**Audit Issue #34  
Federal Income Tax**

**Background**

Audit reviewed the Company filed form 1120 for the years 2009, 2010, and 2011.

**Issue**

A review of expense account #409.1 indicated a year-end balance credit balance of \$(58). Audit reviewed the return and determined that the proper tax expense for the test year should be \$-0-.

A prepaid tax calculation of \$442 should have been posted to account #161d.

The credit and prepayment issue arose when the estimated payments noted on the forms completed by Rosebrook and presented to the IRS did not agree with the amount actually paid to the IRS, resulting in a credit of \$58. The estimated payments related to 2010, and the credit was received in June 2011.

**Recommendation**

More accurate accounting for the tax expenses is encouraged. The filing should be adjusted by the Audit calculations identified above.

**Company Response**

The Company agrees that the "proper tax expense for the test year should be \$-0-." The prepaid tax calculation of \$442 is included in account 161d. See Company response to Audit Issue #35.

**Audit Comment**

Audit agrees.



**Audit Issue #35**  
**Prepaid Federal and State Business Taxes**

**Background**

Account #161d reflects \$1,487 at year end. The Deferred Income Tax account #190 was not used during the test year.

**Issue**

As of December 31, 2011 the prepaid FIT & SBT account # 161d is currently overstated by \$510, calculated by Audit to be the overpayment of the 2010 credit on the State Business Enterprise Tax return.

It does not appear that the 2010 net operating loss of \$20,176 with a tax benefit of \$1,715 was reflected on the general ledger as a deferred income tax asset (account #190) until its use on the 2011 return.

**Recommendation**

The filing prepaid expense account #161d, should be adjusted by the \$510 credit.

The Company and its external Accountant are again reminded that the books and records used should be those noted on the general ledger (refer to Audit Issue #5). If the Deferred Tax account is contemplated in the future, the actual records of the Company must reflect that.

**Company Response**

At 12/31/11 Prepaid FIT & SBT (account 161d) amount to \$1,929. The amount consists of the following:

Prepaid federal income taxes	\$ 442
Prepaid state business taxes	<u>1,487</u>
Total prepaid federal income and state business taxes	<u>\$1,929</u>

The Company agrees that the prepaid FIT & SBT is overstated by \$510 due to 2011 state business tax expense, resulting in a prepaid state business tax of \$977. Also, as a result of prepaid state business taxes being overstated, state business tax expense is understated by a like amount. Therefore, prepaid state business taxes should be reduced by \$510 and state business tax expense should be increased by \$510.

**Audit Comment**

Audit agrees.

Abenaki Water Company  
Docket N. DW 19-131  
Staff Data Requests Set 1 – to ABENAKI

Date Request Received: 02/03/20  
Request No. Staff 1-16

Date of Response: 02/18/20, 4/27/20  
Witness: Robert Gallo, P.E.

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**REQUEST: RE: Abenaki Supplemental Reply to Omni Complaint, Paragraph 11.**

Abenaki's current tariff includes the language "common area" for "single family homes," "condominiums and other multi-family residences," and "commercial buildings. 1(b)(1-3). Abenaki claims that Omni incorrectly "instills fear among the area homeowners that assets within their common areas may suddenly become their responsibility" and cites RSA Chapter 356-B in support of the definition and concept of common area. That chapter, however, only relates to condominium associations.

- a. Please provide further legal evidence and citation that addresses "common area" for all other real property aside from condominium associations.
- b. Furthermore, does Abenaki argue that the definition of common area in the condominium statute, which "means all portions of the condominium other than the units," somehow apply to single family homes as well? In other words, does the Company argue that the common area for all other properties include any property other than the building/residence itself?

**SUPPLEMENTED RESPONSE:**

Response: See below per subparagraphs above

- a. Upon advice of counsel, although RSA Chapter 356-B specifically addresses condominiums, Title XXVII "Corporations, Associations, and Proprietors of Common Lands", Chapter 292 "Voluntary Corporations and Associations", Section 292:1 provides for the creation of homeowner's associations as corporations. Section 292:1(VI) states a purpose for the formation of a corporation includes, "The provision and care of walks, parks, recreational, athletic facilities, commons, roads and streets." The New Hampshire Secretary of State website has a business lookup tool that allows one to search for registered corporations within the State. <https://quickstart.sos.nh.gov/online/Account/LandingPage>

Properties in the Bretton Woods Area consist of condominium associations where multiple units are located on a single lot, and associations made of multiple individual lots. As an example, attached are several documents that illustrate the difference between condominium associations, and associations that are made up of multiple individual lots. See Attachment 1-16.

Two examples of incorporated condominium associations are the Presidential Views at Bretton Woods Condominium Unit Owner's Association, and the Stickney Circle at Bretton Woods Condominium Unit Owner's Association. The articles of incorporation for each association explicitly state the properties are condominiums in both the title and Article II of each document. The condominium structures are located on a single lot, per the attached portion of the Town of Carroll tax map for the Stickney Circle Association. The Town of Carroll property card for 10 Stickney Way, Unit #9 is attached, as an example. The card lists the primary use for the property as "Condo".

Two examples of multiple individual lots that are part of a homeowner's association are the Dartmouth Ridge Homes in Bretton Woods, and the Village Shore Estates in Bow, NH. For the Dartmouth Ridge example, the Town of Carroll property card for 53 Dartmouth Ridge Road is attached, where the primary use is listed as "One Family". The other example is 8 Surrey Coach Road at the Village Shore Estates (water system owned by Abenaki), which is located on an individual lot. The property card for Lot 61 has also been attached, which shows a common lot (61) as being owned by the homeowner's association. In each communities' articles of incorporation, reference is made to common property(s).

**Please see the attached summary of additional subdivisions and articles of agreement setting forth common areas. (Supplemental Attachment 1-16) In addition, the following developments with common areas were depicted in the Company's Pressure Reduction Presentation, filed with the Commission on June 21, 2018 and attached as Supplemental Attachment 1-16b (presentation only):**

**Dartmouth Ridge Association  
Mt. Washington Homes Association  
Rosebrook Townhomes Association  
Mountain View Association  
River Front Association  
Presidential View Association  
Stonehill Association**

**Mt. Washington Place Association  
Stickney Circle Association  
Forest Cottage Association  
Crawford Ridge Association  
Mt. Madison Association  
Fairway Village Association**

The information above demonstrates how individual lots with single homes can also be part of homeowner's associations. Because common areas are definable spaces per these types of State laws, Abenaki is readily able to determine where the commons areas are within its service territory.

**Important to this proceeding,** there are no such defined common areas within the hotel resort complex. The property tax cards **provided as Attachment 1-6** do not reflect any common areas on lots 7, 8, and 42 on the resort property.

b. As discussed in 'a' above, homeowner's associations can be comprised of multiple condominium units on a single lot, or multiple individual lots as part of an association. In the cases where individual lots are part of an association, the privately-owned lots would not be considered common areas.

# TITLE XXVII . CORPORATIONS, ASSOCIATIONS, AND PROPRIETORS OF COMMON LANDS

## CHAPTER 292 VOLUNTARY CORPORATIONS AND ASSOCIATIONS

### Formation of Corporation

#### Section 292:1

##### **292:1 Incorporators; Purposes. –**

Five or more persons of lawful age may associate together by articles of agreement to form a corporation, for any of the following purposes:

- I. The promotion of the cause of temperance and of any charitable or religious cause.
- II. The establishment and maintenance of literary and scientific institutions, libraries, lyceums and musical, agricultural, literary, or scientific associations, the promotion of education and the arts and sciences by any other means and for mental improvement.
- III. The establishment and maintenance of hospitals, homes for the aged and for invalids, and other charitable institutions.
- IV. The provision of suitable grounds and other conveniences for the burial of the dead.
- V. The organization and maintenance of lodges of Free Masons, Odd Fellows, and other similar societies, and for social recreation and improvement.
- VI. The provision and care of walks, parks, recreational and athletic facilities, commons, roads and streets.
- VII. The planting, cultivation, and protection of shade, ornamental, and forest trees.
- VIII. The promotion of agriculture.
- IX. The promotion of the growth and prosperity of cities, towns, and villages, including provision for recreational and athletic facilities for public use.
- X. The promotion of law and order and the better enforcement of existing laws, or to prevent cruelty to animals.
- XI. The protection or propagation of fish and game, and for any other purpose not prohibited by law.
- XII. To provide industrial, commercial, manufacturing and warehouse facilities for the purpose of developing the growth and prosperity of the state, counties, cities, towns and villages.
- XIII. To serve and promote the recreational and athletic interests of the state of New Hampshire or any town or individual group thereof.
- XIV. The provision of mental health services.
- XV. Any other purpose for which an organization may be exempt from federal taxation under section 501 of the Internal Revenue Code of 1954, and any amendments thereto.

**Source.** RS 145:1. 1846, 325:1. CS 152:1. 1866, 4224:1. GS 137:1; 138:1. 1872, 6:1. GL 151:1; 152:1. PS 147:1. 1895, 1:1. PL 223:1. RL 272:1. RSA 292:1. 1965, 74:1. 1967, 102:1; 359:2. 1969, 43:1. 1977, 407:1. 1991, 261:1-3, eff. Jan. 1, 1992.

**FILED**

AUG 29 1996

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

ARTICLES OF AGREEMENT,  
OF  
DARTMOUTH RIDGE HOMES  
HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I  
NAME

The name of this Corporation shall be Dartmouth Ridge Homes Homeowners' Association, Inc.

ARTICLE II  
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in Dartmouth Ridge Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Dartmouth Ridge Homes (the "Declaration"), dated May 6, 1996 and recorded in the Coos County Registry of Deeds at Book 858, Page 527, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

ARTICLE III  
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.
3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.
4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

ARTICLES OF ASSOCIATION

OF

VILLAGE SHORE ESTATES ASSOCIATION

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of The State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I. The name of this corporation shall be Village Shore Estates Association.

ARTICLE II. This corporation is established and shall be operated as a residential real estate management association to provide for the acquisition, construction, management, maintenance and care of property held by the corporation, being portions of certain premises known as Village Shore Estates in the Town of Bow, County of Merrimack and State of New Hampshire, said Village Shore Estates being a subdivision substantially all the lots or buildings of which may only be used by individuals for residences, and being more particularly described in deed of Frank D. and Mabel J. Howland to The Village House, Inc. dated February 15, 1966, recorded Merrimack County Registry of Deeds, Book 982, Page 2, and deed of Charles W. and Ellen C. Ladd to The Village House, Inc. dated January 27, 1966, recorded said Registry, Book 982, Page 1.

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-2-

ARTICLE III. This corporation shall be empowered:

1. To rent, lease, own, or otherwise acquire, and to build, operate, maintain, manage, administer and care for recreational, cultural and social facilities, including buildings and other structures, swimming pools, beaches, docks, tennis courts, natural areas, green areas, picnic areas, footways and walks, play areas, private roads and ways, parks and commons and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Property";

2. To establish and collect membership dues, fees and assessments ("assessments") from owners of residences or residential lots which are part of Village Shore Estates referred to in Article II ("members");

3. To apply the proceeds of assessments toward expenditures for the acquisition, construction, management, maintenance and care of Common Property held by the corporation.

4. To purchase insurance upon the Common Property and insurance for the protection of the corporation and its members;

5. To pay taxes, if any, on the Common Property or assessed against the Association;

6. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Property;

7. To make, amend and enforce rules and regulations concerning the use of the Common Property and the obligations of the members;



VILLAGE SHORE ESTATES  
 Property Card: 8 OLD COACH ROAD  
 Town of Bow, NH

**Parcel Information**



**Parcel ID:** 9-4-61-0  
**Vision PID:** 2261

**Owner:** JOHNSON FREDERICK B +  
 DEBORAH

**Co-Owner:**

**Mailing Address:**  
 8 OLD COACH ROAD  
 BOW, NH 03304

**General Information**

**Assessed Value**

**Map:** 9  
**Block:** 4  
**Lot:** 61-O  
**Unit:**  
**Primary Use:** SINGLE FAM MDL-01  
**Zone:** RES  
**Acreage:** 1.1

**Land & Outbuildings:** 103000  
**Buildings:** 197600  
**Total:** 300600

**Sale History**

**Book/Page:** 2018/0982  
**Sale Date:** 4/15/1996  
**Sale Price:**

**Building Details: Building # 1**



**Model Description:** Residential  
**Living Area:** 2040  
**Approx Year Built:** 1971  
**Style:** Colonial  
**Stories:** 2  
**No. Total Rooms:** 6  
**No. Bedrooms:** 3  
**No. Baths:** 2  
**No. Half Baths:** 2

**Interior Wall Desc 1:** Drywall/Sheet  
**Interior Wall Desc 2:**  
**Exterior Wall Desc 1:** Wood Shingle  
**Exterior Wall Desc 2:**

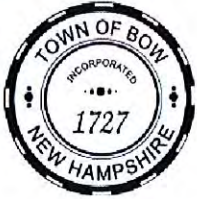
**Roof Cover Desc:** Asph/F Gls/Cmp  
**Roof Structure Desc:** Gable  
**Heat Type:** Hot Water  
**Heat Fuel:** Gas  
**A/C Type:** None



www.cai-tech.com

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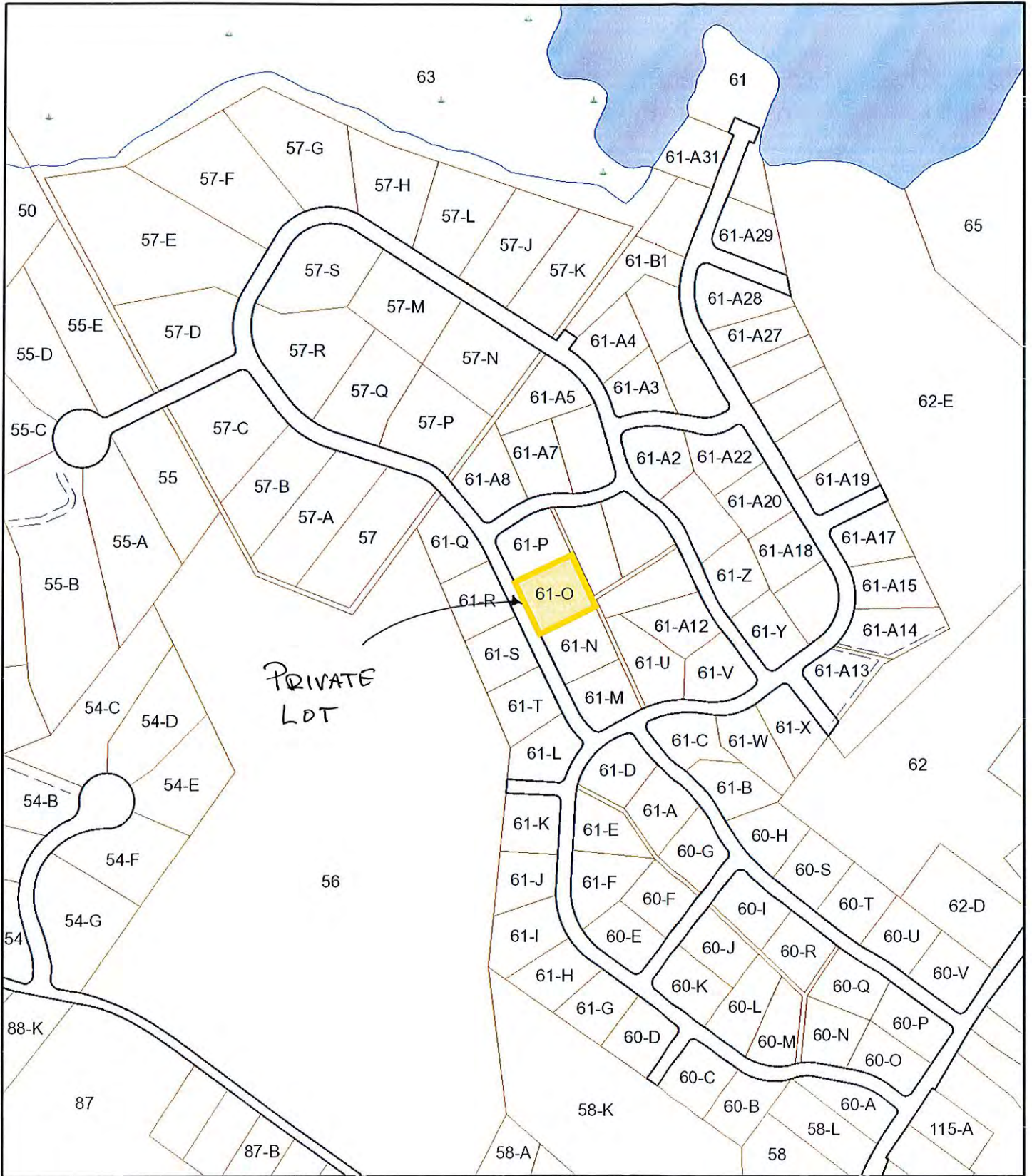
VILLAGE SHORE ESTATES  
BOLD COACH ROAD

Bow, NH

1 inch = 489 Feet



February 12, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



VILLAGE SHORE ESTATES  
 Lot 61 - Common Area  
**Property Card: ROCKY POINT DRIVE**  
 Town of Bow, NH

**Parcel Information**

<p>NO PHOTO AVAILABLE</p>	<p><b>Parcel ID:</b> 9-4-61  <b>Vision PID:</b> 2214</p> <p><b>Owner:</b> VILLAGE SHORE ESTATES ASSOC  <b>Co-Owner:</b> C/O MATTHEW KLEIGER, CPA  <b>Mailing Address:</b> 23 SURREY COACH LN          BOW, NH 03304</p>
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<b>General Information</b>	<b>Assessed Value</b>
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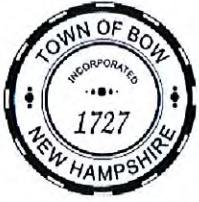
<p><b>Map:</b> 9  <b>Block:</b> 4  <b>Lot:</b> 61  <b>Unit:</b>  <b>Primary Use:</b> RES ACLNUD  <b>Zone:</b> RES  <b>Acreage:</b> 2.5</p>	<p><b>Land &amp; Outbuildings:</b> 11300  <b>Buildings:</b> 0  <b>Total:</b> 11300</p>
<b>Sale History</b>	
<p><b>Book/Page:</b> 1378/0576  <b>Sale Date:</b> 9/5/1980  <b>Sale Price:</b></p>	

**Building Details: Building # 1**

<p>NO PHOTO AVAILABLE</p>	<p><b>Model Description:</b>  <b>Living Area:</b>  <b>Approx Year Built:</b>  <b>Style:</b>  <b>Stories:</b>  <b>No. Total Rooms:</b>  <b>No. Bedrooms:</b>  <b>No. Baths:</b>  <b>No. Half Baths:</b></p>
<p><b>Interior Wall Desc 1:</b>  <b>Interior Wall Desc 2:</b>  <b>Exterior Wall Desc 1:</b>  <b>Exterior Wall Desc 2:</b></p>	<p><b>Roof Cover Desc:</b>  <b>Roof Structure Desc:</b>  <b>Heat Type:</b>  <b>Heat Fuel:</b>  <b>A/C Type:</b></p>



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VILLAGE SHORE EST.

ATTACHMENT PAGE 10 of 15

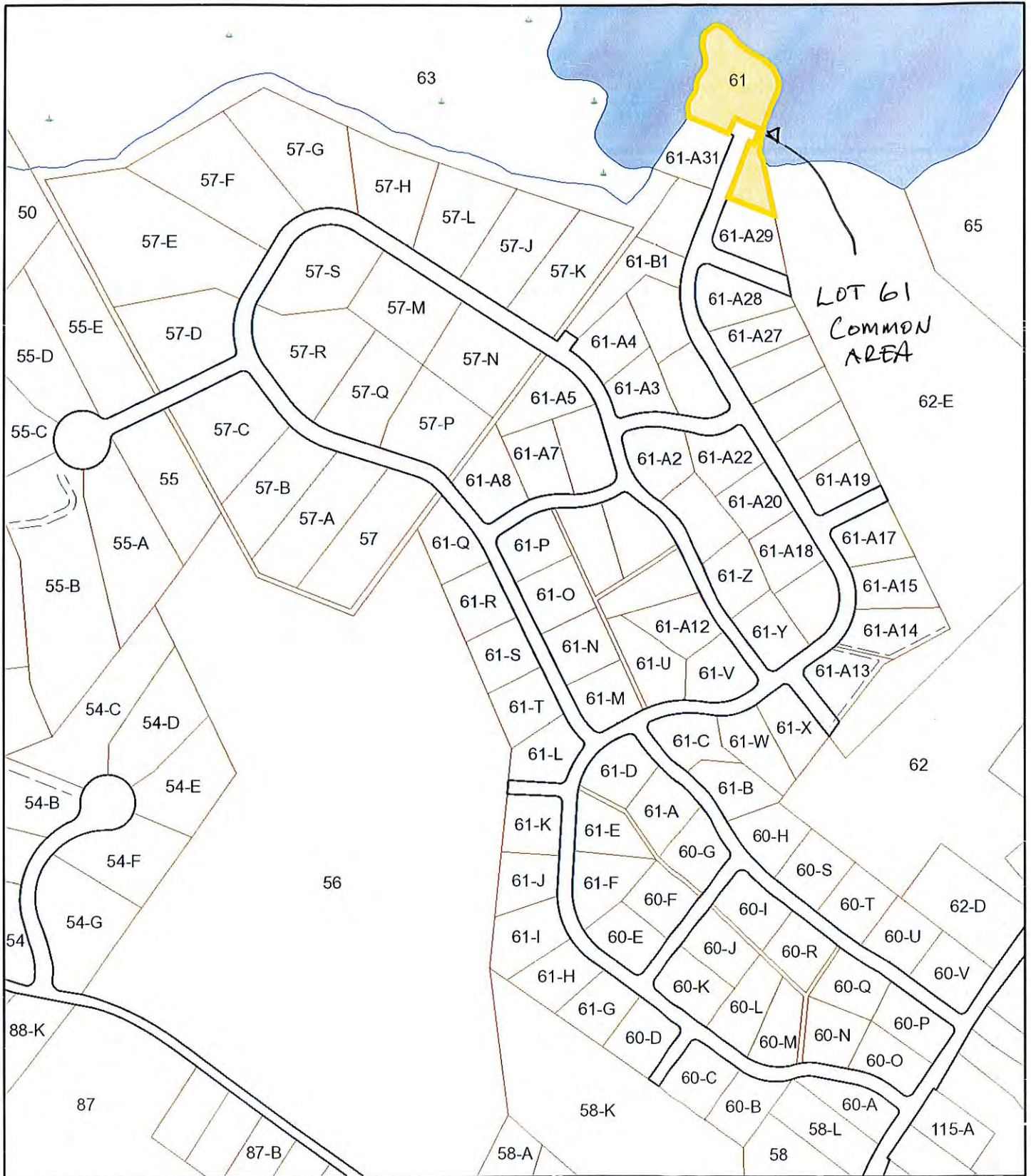
LOT 61 - COMMON AREA Bow, NH



1 inch = 489 Feet



February 12, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

456236

STATE OF NEW HAMPSHIRE

DW 19-131 Attachment J  
10 047

Recording fee: \$25.00 (Note 1)  
Use black print or type.  
Leave 1" margins both sides.  
Form must be single-sided, on 8 1/2 x 11" paper, and have a one inch margin on both sides. Double sided copies will not be accepted.

\* STAFF TO ABEUKI 1-16  
ATTACHMENT PAGE 11 of 15

Form No. NP 1  
RS 292 2

**FILED**

NOV 24 2003

ARTICLES OF AGREEMENT  
OF  
A NEW HAMPSHIRE NONPROFIT CORPORATION

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING:

Article 1. The name of the corporation shall be:

Presidential Views at Bretton Woods Condominium Unit Owners' Association

Article 2. The object for which this corporation is established is: for administration, operation, and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in the Presidential Views at Bretton Woods Condominium, Carroll, New Hampshire, as described in a Declaration of Condominium, recorded at the Coos County Registry of Deeds in Book 1031, Page 695, including any such additions thereto as may be made pursuant to said Declaration, and for the (see additional page)

Article 3. The provisions for establishing membership and participation in the corporation are:

All Members of the Association must be record owners of a fee interest in a unit within the Property and all such owners shall automatically become Members of the Association. The Declarant, as identified and defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any condominium unit of Presidential Views at Bretton Woods, A Condominium, and delivery to the Corporation of appropriate notice of such recordation.

Article 4. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest, or in any other lawful manner, any real or personal property and to hold, improve, manage, and dispose of by gift, (see additional page)

ARTICLES OF AGREEMENT  
OF

**FILED**

JUN 27 1995

STICKNEY CIRCLE AT BRETTON WOODS CONDOMINIUM

UNIT OWNERS' ASSOCIATION, INC.

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I  
NAME

The name of this Corporation shall be Stickney Circle at Bretton Woods Condominium Unit Owners' Association, Inc.

ARTICLE II  
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in Stickney Circle at Bretton Woods, A Condominium, located in the Town of Carroll, New Hampshire, as described in a Declaration of Condominium, recorded in the Coos County Registry of Deeds at Vol. , Page , including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the units and common areas within the Condominium.

ARTICLE III  
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Property for recreational, cultural and social facilities, including buildings and other structures, private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Area".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium ("Declaration") applicable to the Property and recorded in the Coos County Registry of Deeds, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to the provisions of the Condominium Documents and a certain Declaration of Covenants, Easements and Restrictions applicable to Bretton Woods, recorded in the Coos and Grafton County Registries of Deeds at Vol. 719, Page 208, and Book 1784, Page 173, respectively, and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Association.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas and upon any other improvements located at Stickney Circle at Bretton Woods and insurance for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.


13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full

STICKNEY CIRCLE  
(CONDOMINIUM)

STAFF TO ABENAKI 1-16  
DW 19-131 Attachment J  
ATTACHMENT PAGE 14 of 15



Property Card: 10 STICKNEY WAY UNIT 09  
Town of Carroll, NH

	<p><b>Parcel ID:</b> 211-026-000-009</p> <p><b>Owner:</b> FONTAINE, JUSTIN A &amp; JOANNE <b>Mailing Address:</b> 13 NASH ST WESTBOROUGH, MA 01581</p>
<p><b>General Information</b></p>	<p><b>Assessed Value</b></p>
<p><b>Primary Use:</b> Condo <b>Property Class:</b> Residential <b>Neighborhood:</b> STICKNEY CIRCLE <b>Zone:</b> Resid - Bretton Wds <b>Total Acres:</b> 0</p>	<p><b>Land:</b> 0 <b>Buildings:</b> 194900 <b>Total:</b> 194900</p>
<p><b>Sale History</b></p>	
<p><b>Book/Page:</b> 1527/752 <b>Sale Date:</b> 1/08/2020 <b>Sale Type:</b> Warranty Deed <b>Sale Price:</b> 225000</p>	
<p><b>Building Details</b></p>	<p><b>Construction Details</b></p>
<p><b>Building/Card #</b> 1 <b>Year Built:</b> 1996 <b>Building Type</b> Main Building <b>Condition:</b> Average <b>Living Area:</b> 1344 <b>Total Rooms:</b> 5 <b>Total Bedrooms:</b> 3 <b>Number Full Baths:</b> 2 <b>Number Half Baths:</b> <b>Heating Type:</b> Hot water <b>Heating Fuel Type:</b> Gas</p>	<p><b>Use:</b> Condo <b>Grade:</b> Avg <b>Framing:</b> Wood frame <b>Roofing Material:</b> Asphalt shingles <b>Foundation:</b> Slab <b>Exterior Walls:</b> Wd Clpbrds/ <b>Interior Walls:</b> Drywall/</p>



www.cai-tech.com

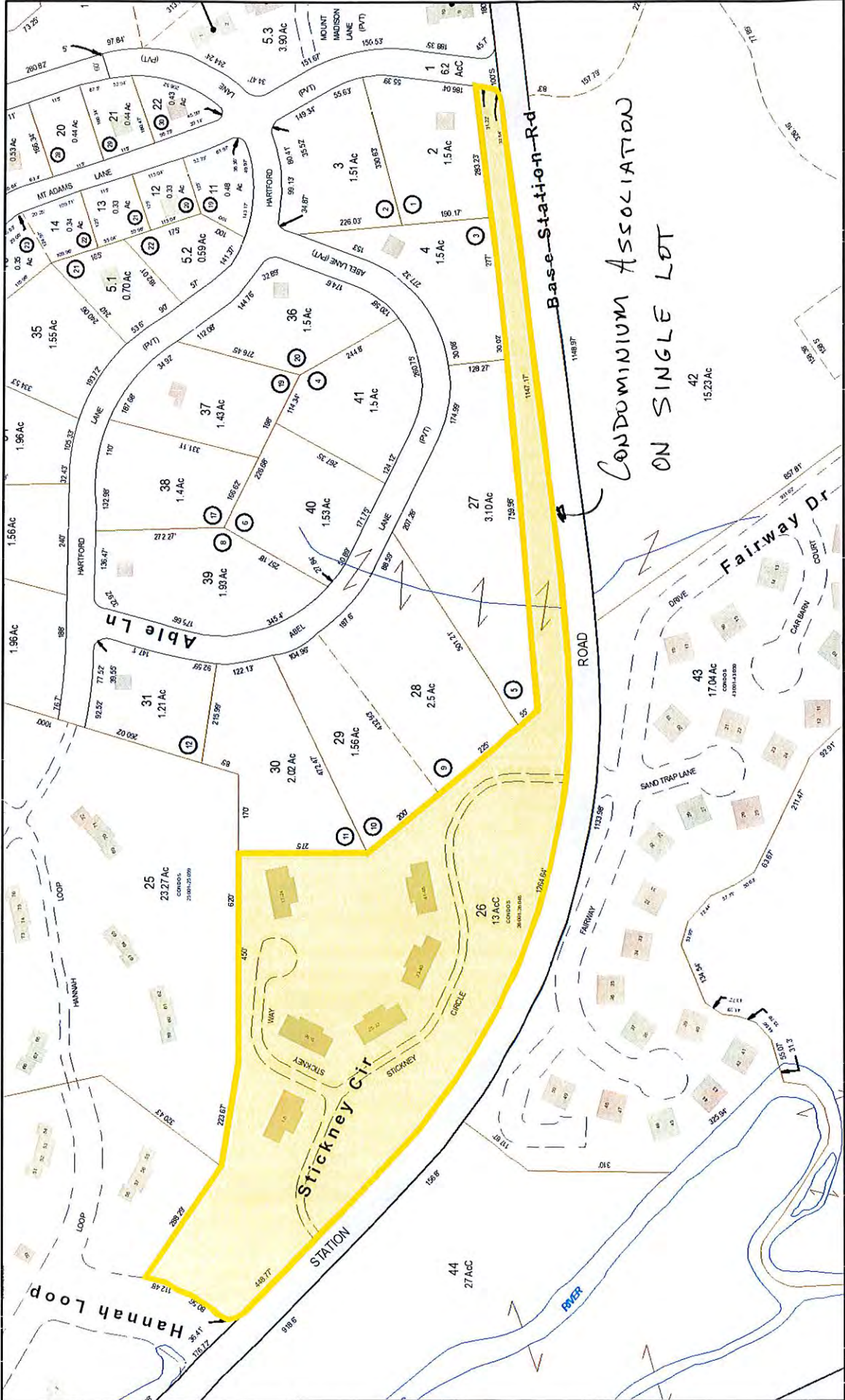
Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

STAFF TO ABEWAKI 1-16  
ATTACHMENT PAGE 15 OF 15

Carroll, NH

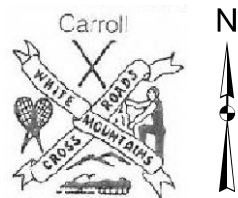


February 12, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.





# Crawford Ridge

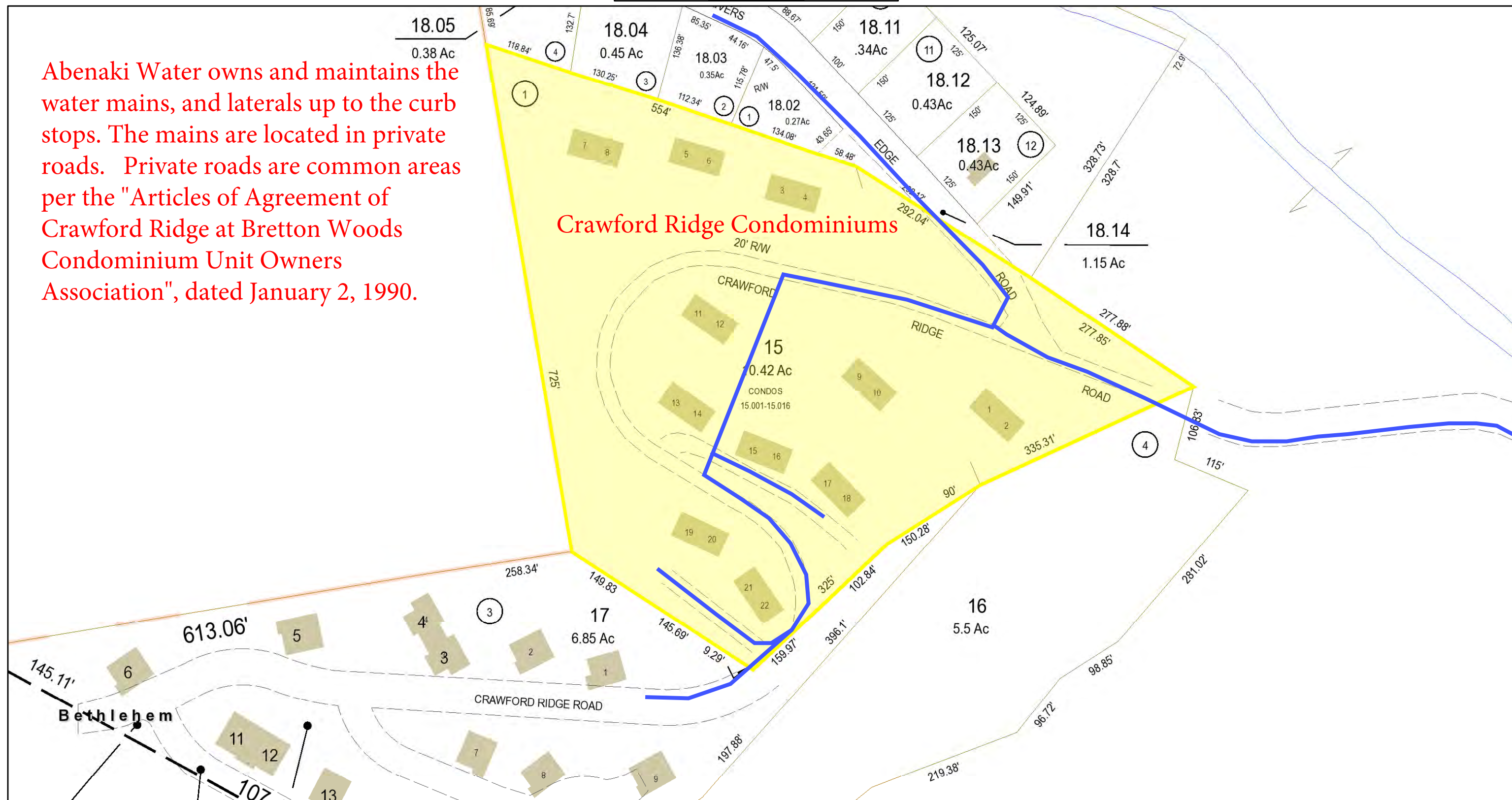
Carroll, NH

1 inch = 134 Feet

0 134 268 402

April 20, 2020

Abenaki Water owns and maintains the water mains, and laterals up to the curb stops. The mains are located in private roads. Private roads are common areas per the "Articles of Agreement of Crawford Ridge at Bretton Woods Condominium Unit Owners Association", dated January 2, 1990.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

## ARTICLES OF AGREEMENT

OF

CRAWFORD RIDGE AT BRETTON WOODS CONDOMINIUMUNIT OWNERS' ASSOCIATION, INC.**FILED**

JAN 23 1990

NEW HAMPSHIRE  
SECRETARY OF STATE

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

## ARTICLE I

NAME

The name of this Corporation shall be Crawford Ridge at Bretton Woods Condominium Unit Owners' Association, Inc.

## ARTICLE II

PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in Crawford Ridge at Bretton Woods, A Condominium, located in Carroll, New Hampshire, as described in a Declaration of Condominium, recorded in the Coos and Grafton County Registries of Deeds at Vol. 741, Page 791 and Book 1784, Page 210, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the units and common areas within the Condominium.

## ARTICLE III

POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.

2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Property for recreational, cultural and social facilities, including buildings and other structures, private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Area".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium ("Declaration") applicable to the Property and recorded in the Grafton County Registry of Deeds, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to the provisions of the Condominium Declaration and a certain Declaration of Covenants, Easements and Restrictions applicable to Bretton Woods, and recorded in the Coos and Grafton County Registries of Deeds at Vol. 719, Page 208 and Book 1784, Page 173, respectively, and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Association.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas and upon any other improvements located at the Condominium and insurance for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records

shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the units and Common Areas after casualty and further improve the units and Common Areas.

18. To maintain, repair, replace or operate the units and Common Areas.

19. To contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes in accordance with §528 of the Internal Revenue Code, 1954, as amended.


#### ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V  
PLACE OF BUSINESS

The principal place of business shall be at Crawford Ridge Condominium, Route 302, Carroll, New Hampshire. 03595 

ARTICLE VI  
CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII  
MEMBERSHIP

All Members of the Association must be record owners of a fee interest in a unit within the Property and all such owners shall automatically become Members of the Association. The Declarant, as identified and defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by recording at the Coos and/or Grafton County Registry of Deeds, a deed or other instrument establishing record title to any condominium unit of Crawford Ridge at Bretton Woods, and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII  
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX  
VOTING RIGHTS

All Members of the Association shall be entitled to cast one vote based on an equal undivided percentage interest in the Common Area, as prescribed by the Condominium By-Laws and N.H. R.S.A. 356-B.

ARTICLE X  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors as defined and described in the Condominium By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Richard W. Barber, Route 112, Lincoln, N.H.
- (2) John W. Morgan, Route 112, Lincoln, N.H.
- (3) Patrick J. DiSalvo, Route 112, Lincoln, N.H.

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided by in the By-Laws.

ARTICLE XI  
OFFICERS

The Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- |                |                   |                                   |
|----------------|-------------------|-----------------------------------|
| (1) President: | John W. Morgan    | P.O. Box 477<br>Lincoln, NH 03251 |
| (2) Secretary: | Richard W. Barber | P.O. Box 477<br>Lincoln, NH 03251 |
| (3) Treasurer: | Patrick DiSalvo   | P.O. Box 477<br>Lincoln, NH 03251 |

ARTICLE XII  
BY-LAWS

The By-Laws of the Association are recorded as Exhibit B to the Declaration of Condominium, and may be amended in the manner prescribed therein and by R.S.A 356-B.

ARTICLE XIII  
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Woodstock, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the percentage interests in the Common Area of the Condominium have been transferred by Declarant, or until three (3) years from the date of recording of the Declaration of Condominium, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

#### ARTICLE XIV

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

#### ARTICLE XV

The first meeting of this Corporation shall be held at Lincoln, New Hampshire, at 10:00 a.m. on November 3, 1988.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 2 day of January, 1990.

NAME AND SIGNATURE  
OF INCORPORATOR

POST OFFICE ADDRESS

Richard W. Barber  
Richard W. Barber

P.O. Box 477  
Lincoln, N.H. 03251

John W. Morgan  
John W. Morgan

P.O. Box 477  
Lincoln, N.H. 03251

Patrick J. DiSalvo  
Patrick J. DiSalvo

P.O. Box 477  
Lincoln, N.H. 03251

Robert A. Satter  
Robert A. Satter

P.O. Box 477  
Lincoln, N.H. 03251

Richard J. Testa  
Richard Testa

P.O. Box 477  
Lincoln, N.H. 03251

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

On this the 2nd day of January, 1990, before me, the undersigned, who have acknowledged, Richard W. Barber, John W. Morgan, Patrick J. DiSalvo, Robert A. Satter and Richard Testa, themselves to have executed the foregoing instrument for the purposes therein contained.

Rosalie J. McGeer  
~~Justice of the Peace~~/Notary Public

8.16.94



**FILED**

AUG 29 1996

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

**ARTICLES OF AGREEMENT**  
**OF**  
**DARTMOUTH RIDGE HOMES**  
**HOMEOWNERS' ASSOCIATION, INC.**

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

**ARTICLE I**  
**NAME**

The name of this Corporation shall be Dartmouth Ridge Homes Homeowners' Association, Inc.

**ARTICLE II**  
**PURPOSES**

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in Dartmouth Ridge Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Dartmouth Ridge Homes (the "Declaration"), dated May 6, 1996 and recorded in the Coos County Registry of Deeds at Book 858, Page 527, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

**ARTICLE III**  
**POWERS**

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.
3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.
4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Properties or assessed against the Corporation.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Properties.

9. To purchase insurance upon the Common Properties for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Homes and Common Properties and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the Common Properties after casualty and further improve the Common Properties.

18. To maintain, repair, replace or operate the Common Areas.

19. To contract for the management of the Corporation and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Corporation except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes in accordance with §528 of the Internal Revenue Code, 1986, as amended ("Code"). Without limiting the generality of the foregoing, no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except to the extent that the Corporation makes expenditures for purposes of influencing legislation, in conformity with the requirements of Section 501(h) of the Code; and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

#### ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

#### ARTICLE V PLACE OF BUSINESS

The principal place of business of the Corporation shall be at Dartmouth Ridge Homes, A Subdivision, Hannah Loop, Carroll, New Hampshire.

#### ARTICLE VI CAPITAL STOCK

This Corporation shall not have capital stock.

## ARTICLE VII MEMBERSHIP

All Members of the Corporation must be record owners of a fee interest in a lot within the Subdivision and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one lot in the Subdivision.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Lot and delivery to the Corporation of appropriate notice of such recordation.

## ARTICLE VIII EXISTENCE

The Corporation shall have perpetual existence.

## ARTICLE IX VOTING RIGHTS

Each member of the Corporation shall be entitled to cast one vote per lot owned by such member.

## ARTICLE X BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors as defined and described in the Corporation By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Robert A. Satter, P.O. Box 849, Lincoln, NH 03251
- (2) Robert King, P.O. Box 849, Lincoln, NH 03251
- (3) Richard Testa, P.O. Box 849, Lincoln, NH 03251

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided for in the By-Laws.

## ARTICLE XI OFFICERS

The Corporation shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- (1) President: Robert A. Satter, P.O. Box 849, Lincoln, NH 03251
- (2) Secretary/Treasurer: Donna M. Roche, P.O. Box 849, Lincoln, NH 03251

**ARTICLE XII  
BY-LAWS**

The By-Laws of the Corporation may be amended in the manner prescribed therein.

**ARTICLE XIII  
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Carroll, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the Lots in the Subdivision have been transferred by Declarant, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

**ARTICLE XIV**

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

**ARTICLE XV**

The first meeting of this Corporation shall be held at Bretton Woods, New Hampshire, at 10:00 a.m. on or before September 30, 1996.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 5 day of MAY, 1996.

**NAME AND SIGNATURE  
OF INCORPORATOR**

  
Robert A. Satter

**POST OFFICE ADDRESS**

P.O. Box 849  
Lincoln, NH 03251

Donna M. Roche  
Donna M. Roche

P.O. Box 849  
Lincoln, NH 03251

Robert King  
Robert King

P.O. Box 849  
Lincoln, NH 03251

Robert Copenhaver  
Robert Copenhaver

P.O. Box 849  
Lincoln, NH 03251

Richard Testa  
Richard Testa

P.O. Box 849  
Lincoln, NH 03251

STATE OF NEW HAMPSHIRE  
COUNTY OF

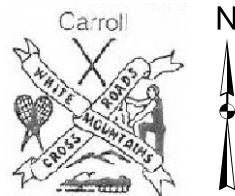
On this the 12<sup>th</sup> day of August, 1996, before me, the undersigned, who have acknowledged, Robert Satter, Donna M. Roche, Robert King, Robert Copenhaver and Richard Testa, themselves to have executed the foregoing instrument for the purposes therein contained.

Jennifer S. Sylvester  
~~Justice of the Peace~~ Notary Public

Jennifer S. Sylvester  
My Commission Expires June 23, 2000

Received and Recorded this  
22nd Day of August 1996.  
Town Clerk, Town of Carroll

Louise M. Staples  
Louise M. Staples



# Dartmouth Ridge Homes

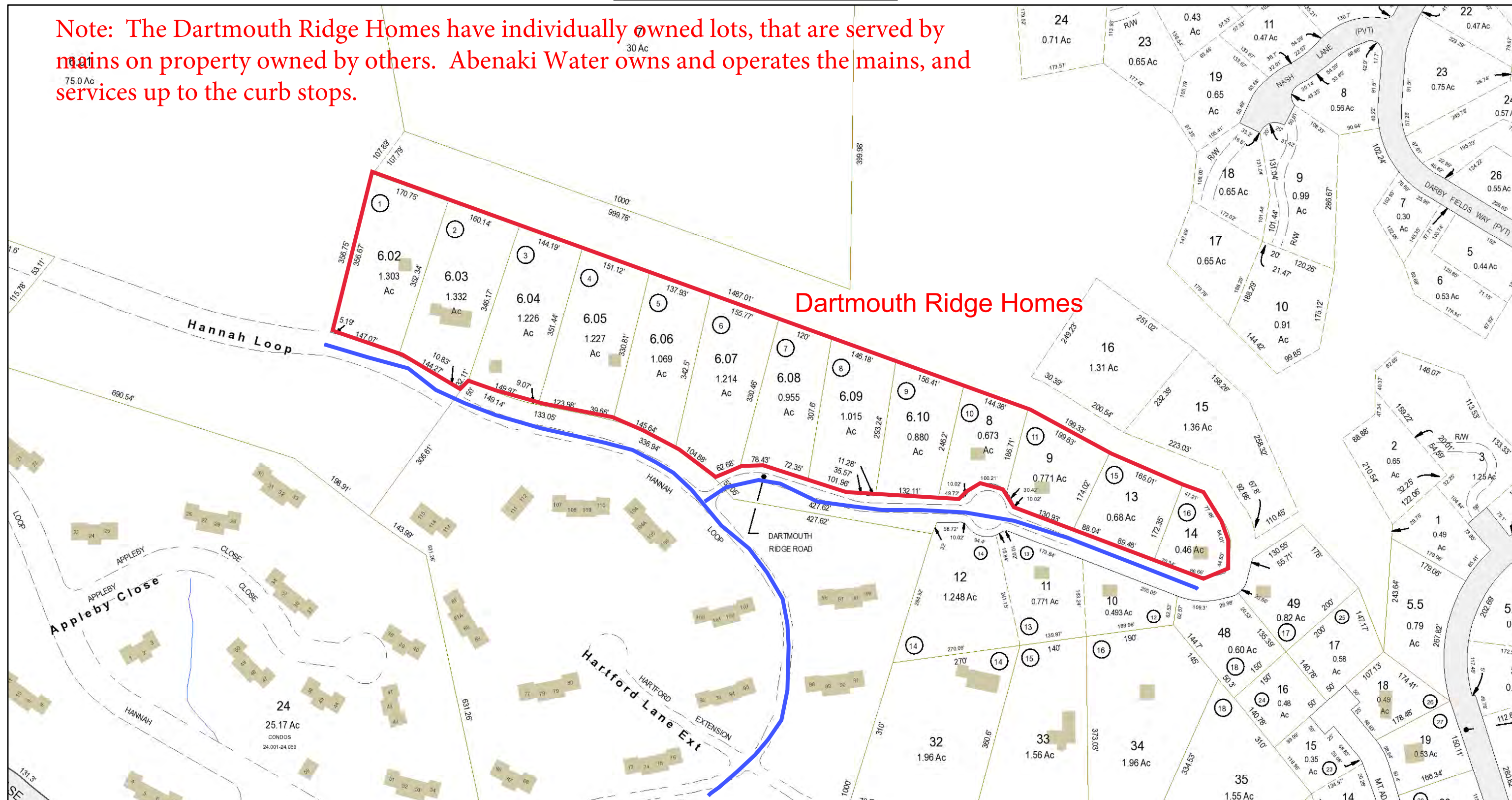
Carroll, NH

1 inch = 200 Feet

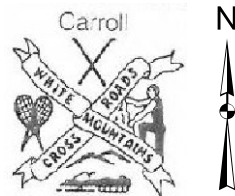


April 22, 2020

**Note: The Dartmouth Ridge Homes have individually owned lots, that are served by mains on property owned by others. Abenaki Water owns and operates the mains, and services up to the curb stops.**



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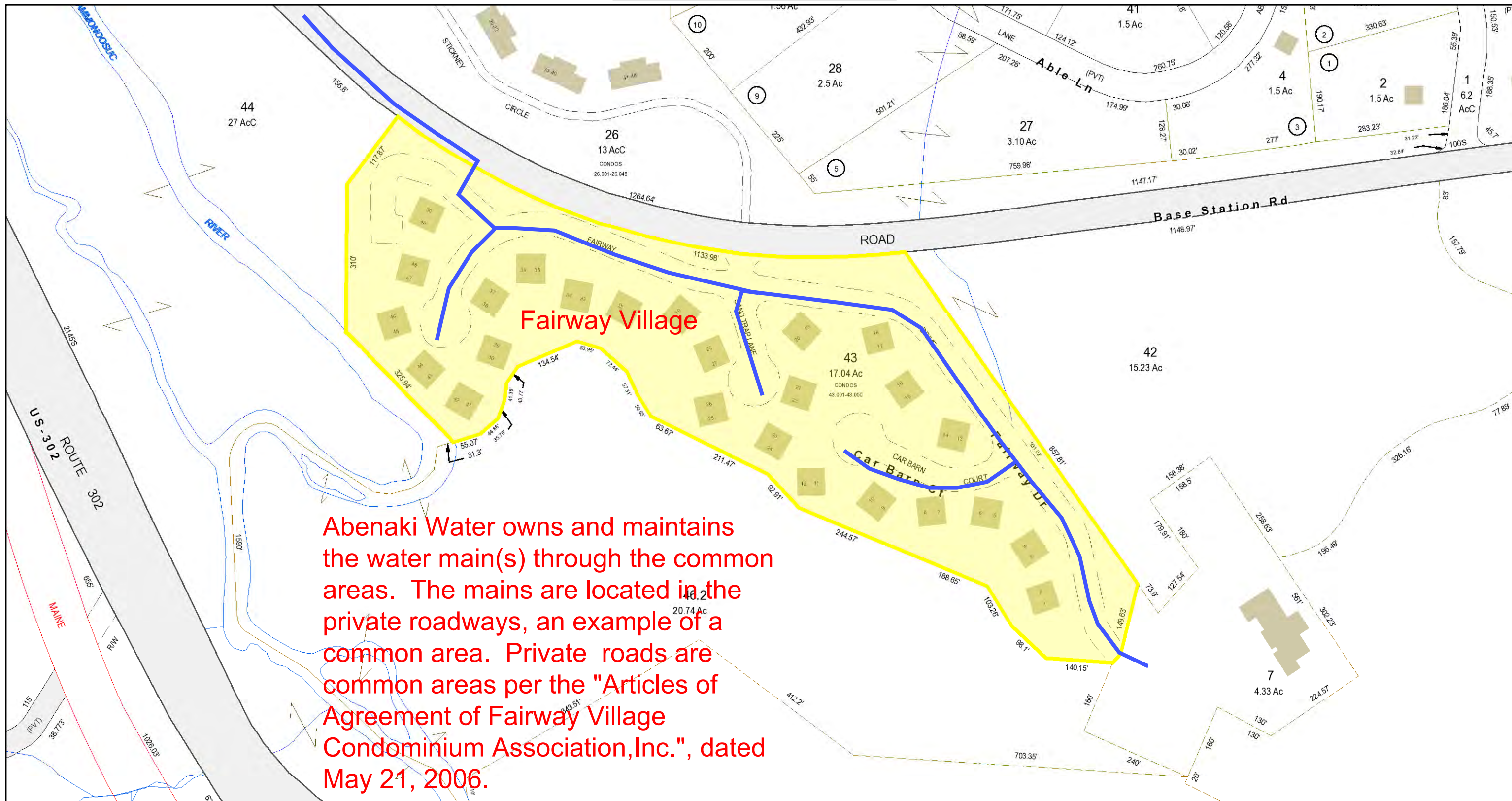
# Fairway Village

Carroll, NH

1 inch = 200 Feet



April 20, 2020



Abenaki Water owns and maintains the water main(s) through the common areas. The mains are located in the private roadways, an example of a common area. Private roads are common areas per the "Articles of Agreement of Fairway Village Condominium Association, Inc.", dated May 21, 2006.

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**ARTICLES OF AGREEMENT  
OF**

**FAIRWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.**

We, the undersigned, being persons of lawful age, by these Articles of Agreement have associated and do hereby associate ourselves together to form a nonprofit corporation, pursuant to the provisions of Chapter 292 of the New Hampshire Revised Statutes Annotated and other laws and statutes relating thereto, by the following articles herein set forth.

**ARTICLE I  
NAME**

The name of the corporation is "Fairway Village Condominium Association, Inc." (hereinafter referred to as the "Association").

**ARTICLE II  
PURPOSES**

The Association is established and shall be operated exclusively to administer, maintain, and operate Fairway Village at Bretton Woods, A Condominium (the "Condominium") created under the provisions of Chapter 356-B of the New Hampshire Revised Statutes Annotated (the "Condominium Act") and organized pursuant to the Declaration of Fairway Village at Bretton Woods, A Condominium, as amended (the "Declaration"), recorded in the Coos County Registry of Deeds, including any additions to such Condominium as may be made pursuant to said Declaration, and to operate, maintain and repair the Common Areas within said Condominium, including roads and open space. The Association is a "unit owner's association," as that term is defined and used in the Condominium Act, and a "condominium management association" organized and operated to provide for the acquisition, construction, management, maintenance and care of "association property," as those terms are defined in Section 528 of the Internal Revenue Code of 1986. The Association is not organized for and shall not be operated for, pecuniary gain or profit, and no part of the net earnings of the Association shall inure to the benefit of any unit owner, member, director, officer, or private individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of the Association's purposes). The Association shall never engage in propaganda, shall never attempt to influence legislation, and shall never participate in any political campaign on behalf of any candidate for public office, nor shall any part of any property owned by the Association or any part of the income therefrom be devoted to such purposes.

**ARTICLE III  
MEMBERSHIP**

All Members of the Association must be record owners of a fee interest in a unit within the Condominium, and all such owners shall automatically become Members of the Association. Change of membership in the Association shall be established by recording at the Coos County



Registry of Deeds a deed or other instrument establishing record title to any unit of Bretton Woods Resort Community, and delivery to the Association of appropriate notice of such recordation.

**ARTICLE IV**  
**DISSOLUTION**

In the event the Association dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

**ARTICLE V**  
**PLACE OF BUSINESS**

The principal place of business shall be at Fairway Village at Bretton Woods, Carroll, New Hampshire.

**ARTICLE VI**  
**CAPITAL STOCK**

The Association shall issue no capital stock, shares, or membership certificates.

**ARTICLE VII**  
**LIABILITY**

The personal liability of an officer or director of the Association for any actions taken or omissions made in good faith in his or her capacity as an officer or director of the Association shall be limited to the fullest extent allowed by law.

**ARTICLE VIII**  
**POWERS**

This Association shall be empowered:

- (a) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
- (b) To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Association.
- (c) To use the proceeds of assessments and/or charges in the exercise of its powers and duties.
- (d) To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Condominium for recreational, cultural and social facilities including buildings and other structures **private roads and ways** and all such

facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Areas."

(e) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Condominium and recorded in the Coos County Registry of Deeds, as the same has been and may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

(f) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility, consistent with the purposes of the Association, subject to the provisions of the Declaration, and further subject to such conditions as may be agreed to by the Members.

(g) To pay taxes, if any, on the Common Areas or assessed against the Association.

(h) To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

(i) To purchase insurance upon the Common Areas and upon any other improvements located thereon and insurance for the protection of the Association and its Members.

(j) To procure and/or employ any legal, accounting, administrative, or other services, personnel, or professionals.

(k) To make, adopt, amend, modify, rescind, and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

(l) To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

(m) To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

(n) To borrow or raise monies for any of the purposes of the Association and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in

trust of the whole or any part of the Property of the Association.

(o) To contract and enter into undertakings and agreements of every kind and description.

(p) To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase, sale, lease, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

(q) To reconstruct improvements to the Common Areas after casualty and further improve the Common Areas.

(r) To maintain, repair, replace or operate the Common Areas.

(s) To contract for the management of the Association and/or the performance of its duties with a third party and to delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

(t) To receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property, and to hold, improve, manage and dispose of the same by gift, sale or otherwise, and to use the same in any lawful manner for the furtherance of the objects for which the Association is established.

(u) To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which the Association is organized, or intended to further the objects of the Association and to promote the common benefits and enjoyment of the Members.

All of the assets and income of the Association shall be used exclusively for the purposes hereinabove set forth, including the payment of expenses incidental thereto.

**ARTICLE IX**  
**DURATION OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE X**  
**VOTING RIGHTS**

Members of the Association shall be entitled to cast one (1) vote per Condominium unit owned. In the event that a single Condominium unit has multiple owners, the owners together shall be entitled to cast only one (1) vote for that Condominium unit.

**ARTICLE XI**  
**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors as defined and described in the Bylaws of the Association. The names and addresses of the Initial Directors are:

<u>Name</u>	<u>Address</u>
(1) Dianne Sweeney	20 Fairway Village, Bretton Woods, NH 03575
(2) Susan Reny	51 Morrison Road, Round Pond, ME 04564
(3) John S. Seager	84 Ranger Road, Hollis, NH 03049
(4) Paul Fowler	6 West Hadley Road, Merrimack, MA 01860
(5) Lee Cary	22 Sias Lane, Milton, MA 02186
(6) Charles Cohn	32 Fairway Village, Bretton Woods, NH 03575
(7) Meyer Koplow	51 West 52nd Street, New York, NY 10019



The Initial Directors herein designated shall serve out their terms as provided in the Bylaws unless one or more shall resign. Directors shall be elected or removed in the manner provided in the Bylaws.

**ARTICLE XII**  
**BYLAWS**

The Bylaws of the Association are recorded in the Coos County Registry of Deeds and may be amended in the manner prescribed therein.

**ARTICLE XIII**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

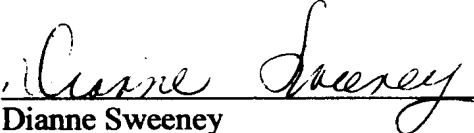


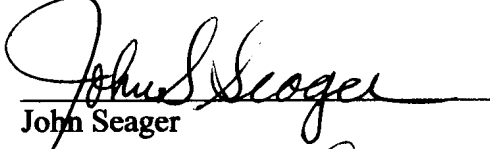
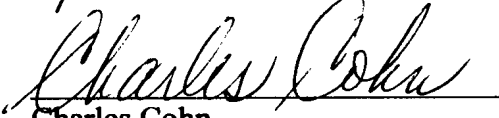
(b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or *by proxy* at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the

Secretary of the Association at or prior to the meeting. An amendment to these Articles shall require the assent of a majority of Members present at any duly called meeting.

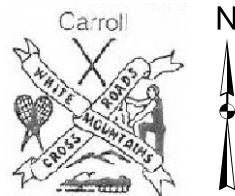
(c) A copy of each amendment shall be filed with the New Hampshire Secretary of State and recorded among the public records of the Town of Carroll, New Hampshire.

**ARTICLE XIV**  
**SIGNATURES**

The names, addresses, and signatures of the persons associating together on this 21 day of May 2006 to form the Association are as follows:

<u>Name and Signature of Incorporator</u>	<u>Post Office Address</u>
 _____ Dianne Sweeney	20 Fairway Village Bretton Woods, NH 03575
 _____ Susan Reny	52 Morrison Road Round Pond, ME 04564
 _____ Paul Fowler	6 West Hadley Road Merrimack, MA 01860
 _____ John Seager	84 Ranger Road Hollis, NH
 _____ Charles Cohn	32 Fairway Village Bretton Woods, NH 03575

338934



Carroll, NH

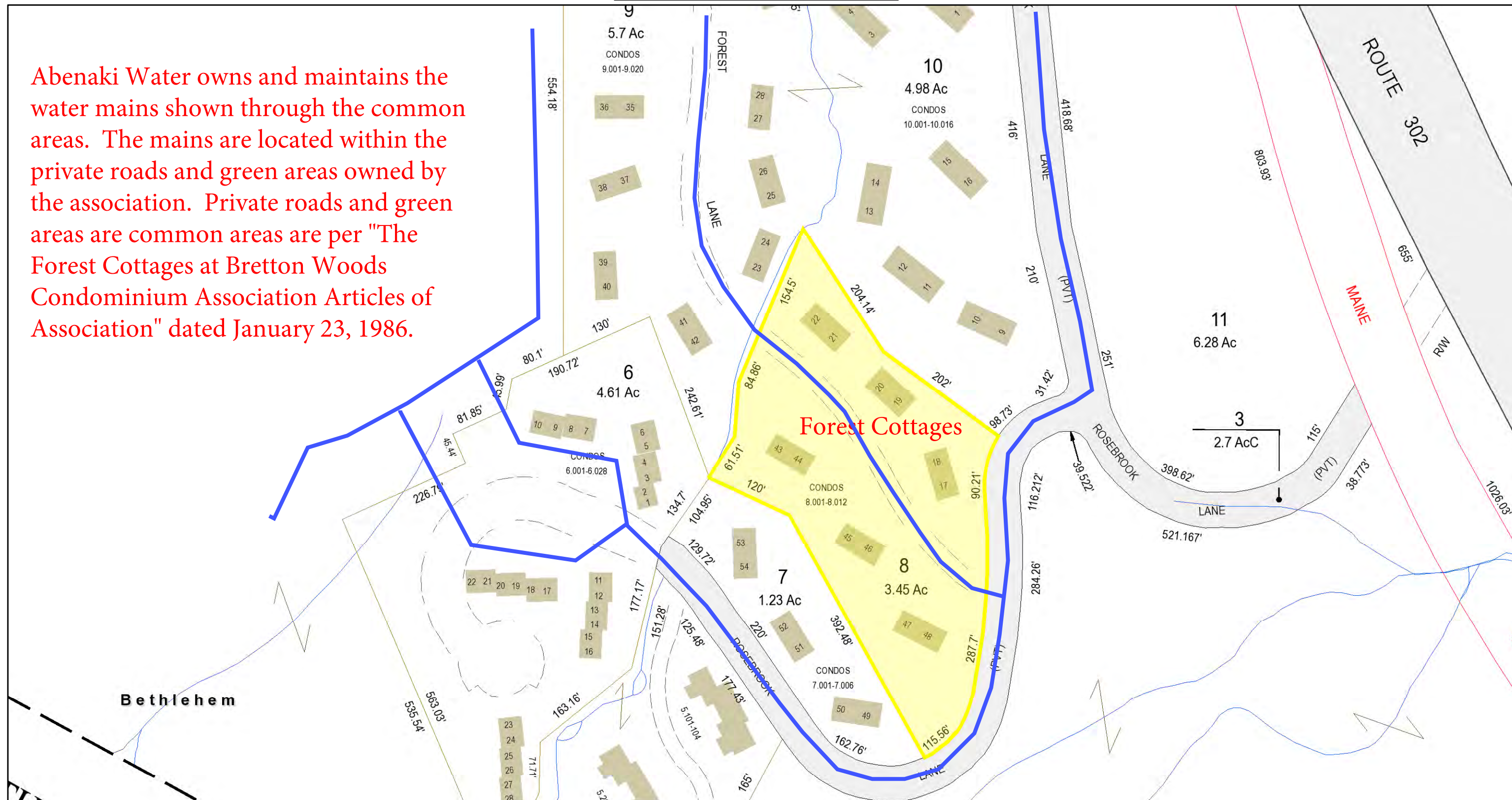
1 inch = 134 Feet

0 134 268 402

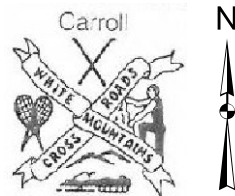
# Forest Cottages-1

April 20, 2020

Abenaki Water owns and maintains the water mains shown through the common areas. The mains are located within the private roads and green areas owned by the association. Private roads and green areas are common areas are per "The Forest Cottages at Bretton Woods Condominium Association Articles of Association" dated January 23, 1986.



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# Forest Cottages-2

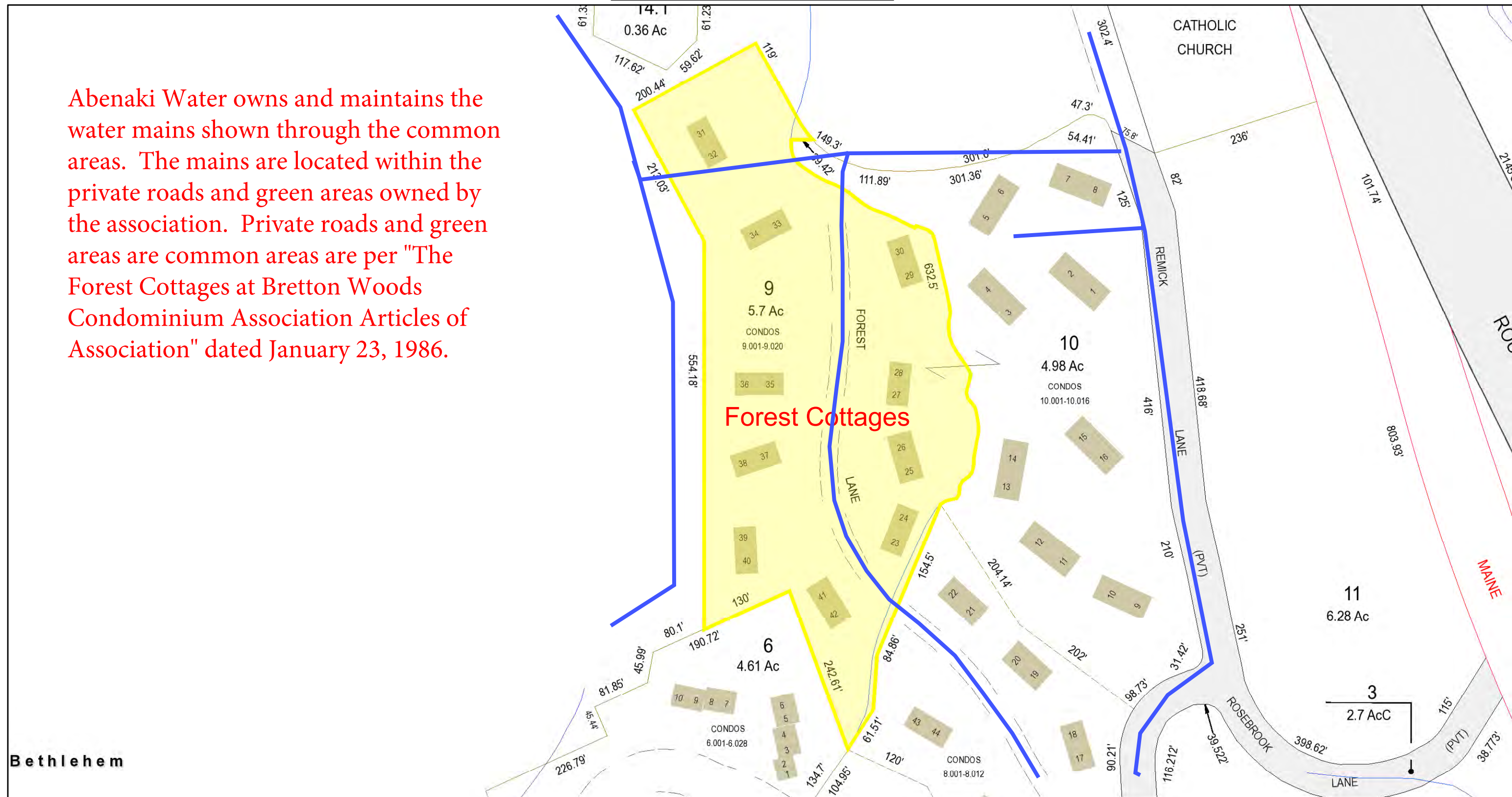
Carroll, NH

1 inch = 134 Feet

0 134 269 404

April 20, 2020

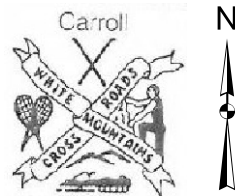
Abenaki Water owns and maintains the water mains shown through the common areas. The mains are located within the private roads and green areas owned by the association. Private roads and green areas are common areas are per "The Forest Cottages at Bretton Woods Condominium Association Articles of Association" dated January 23, 1986.



Bethlehem

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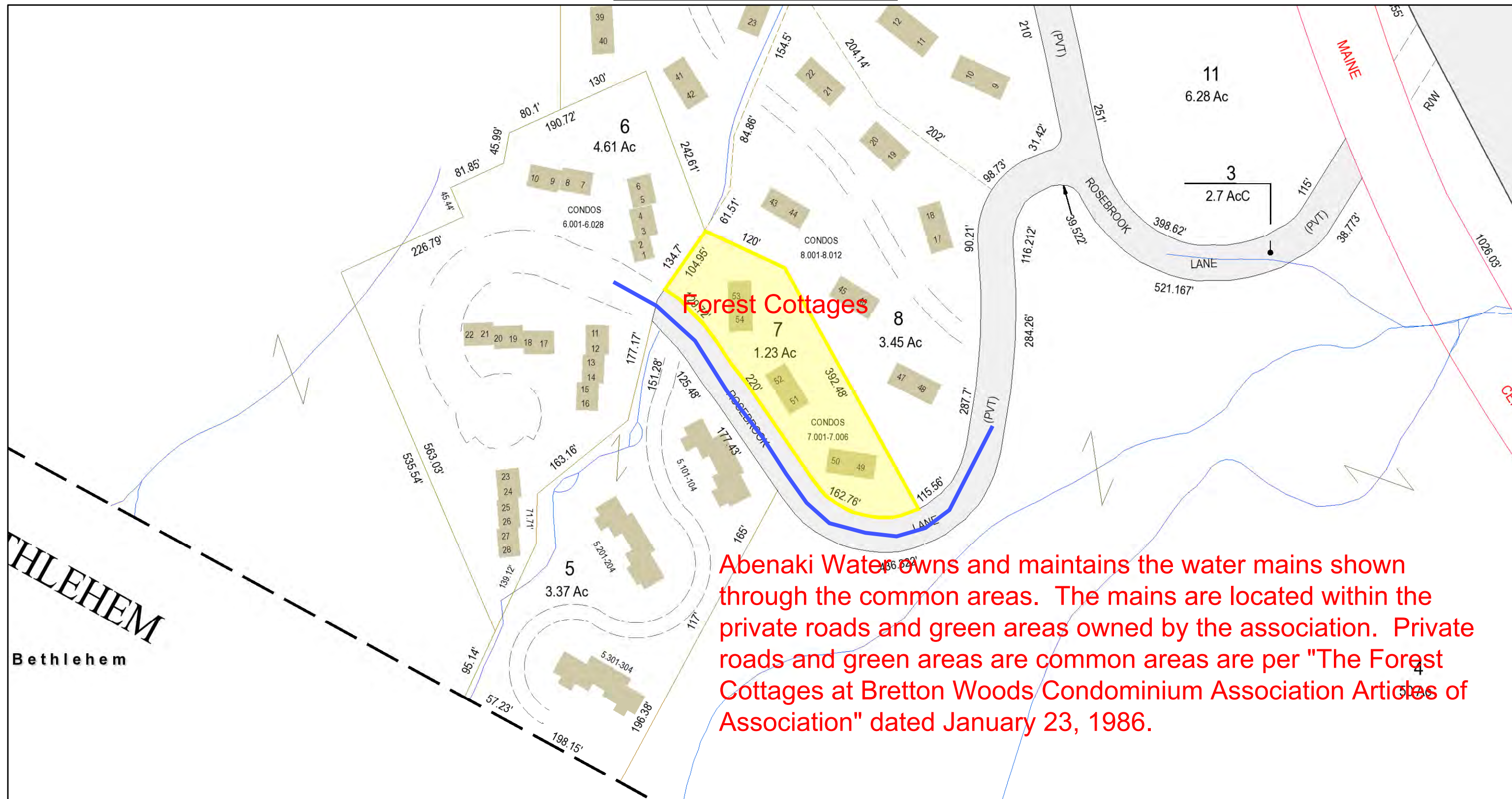
# Forest Cottages-3

Carroll, NH

1 inch = 134 Feet

0 134 269 404

April 20, 2020



Abenaki Water owns and maintains the water mains shown through the common areas. The mains are located within the private roads and green areas owned by the association. Private roads and green areas are common areas are per "The Forest Cottages at Bretton Woods Condominium Association Articles of Association" dated January 23, 1986.

THE FOREST COTTAGES AT BRETTON WOODS CONDOMINIUM ASSOCIATIONARTICLES OF ASSOCIATION

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I. The name of this corporation shall be The Forest Cottages at Bretton Woods Condominium Association.

ARTICLE II. This corporation is established and shall be operated as a residential real estate management association to provide for the acquisition, construction, management, maintenance and care of "association property" as defined by Section 528 of the Internal Revenue Code, being portions of certain premises known as The Forest Cottages at Bretton Woods in the Town of Carroll, County of Coos and State of New Hampshire, being a condominium substantially all the units of which may only be used by individuals for residential purposes, and being more particularly described in Appendix A to Declaration of The Forest Cottages to be recorded at Coos County Registry of Deeds (the "Declaration").

**FILED**

APR 15 1986

NEW HAMPSHIRE  
SECRETARY OF STATE

## 1 10

ARTICLE III. This corporation shall be empowered:

1. To acquire, construct, manage, maintain and care for certain real and personal property including buildings and other structures, utilities, natural areas, green areas, picnic areas, footways and walks, play areas, private roads and ways, parks and commons and all other property incidental thereto, sometimes hereinafter referred to as "Common Property" and to manage, maintain and care for certain privately held property which affect the overall appearance and structure of The Forest Cottages at Bretton Woods as provided in the Declaration ("Privately Held Property");

2. To establish and collect membership dues, fees and assessments ("assessments") from owners of residences or residential lots which are part of The Forest Cottages at Bretton Woods referred to in Article II ("members");

3. To apply the proceeds of assessments toward expenditures for the acquisition, construction, management, maintenance and care of Common Property held by the corporation and of Privately Held Property;

4. To purchase insurance upon the Common Property and Privately Held Property and insurance for the protection of the corporation and its members;

5. To pay taxes, if any, on the Common Property or assessed against the Association;

6. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Property;

7. To make, amend and enforce rules and regulations concerning the use of the Common Property and Privately Held Property and the obligations of the members;

8. To lease or sublease, mortgage, encumber, sell or otherwise transfer, and to contract or license the use of, the Common Property;

9. To consolidate or merge, on such terms and condition as may be agreed upon, by purchase or lease from or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes;

10. To make and perform contracts of every kind and description;

11. To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation;

12. To do any other thing, collect other income and make other expenditures to the extent permitted by law, necessary or desirable to carry out and accomplish the purposes for which it is

1 10

organized or intended, to further the objects of the corporation or to promote the common benefits and enjoyment of the members;

ARTICLE IV. The corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage, and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

ARTICLE V. The principal place of business shall be at Route 302, Bretton Woods Resort, Bretton Woods, County of Coos and The State of New Hampshire.

ARTICLE VI. This corporation shall not have capital stock.

ARTICLE VII. The members of the corporation shall be all of the record owners of the fee simple title to any Unit which is a part of The Forest Cottages at Bretton Woods referred to in Article II hereof.

Change of membership in the corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record fee simple title to any unit in The Forest Cottages at Bretton Woods, and delivery to the corporation of appropriate notice of such recordation.

ARTICLE VIII. The corporation shall have perpetual existence.

ARTICLE IX. No member, officer or employee or person connected with the corporation shall receive at any time any of

the net earnings or pecuniary profit from its operations, provided that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the corporation in effecting any of its purposes, or, upon liquidation of the corporation, the distribution of any assets to members.

ARTICLE X. Upon dissolution of the corporation its assets shall be distributed pro rata to its members of the corporation at that time in proportion to their undivided interests in the Common Property.

ARTICLE IX. The first meeting of this corporation shall be held at Bretton Woods Resort, Bretton Woods, New Hampshire at 9:00 a.m on December 6, 1985.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on December 6, 1985.

Name and Signature of Incorporator

Post Office Address

AT White

Bretton Woods NH 03575

Craig A. Dawson

Bretton Woods, N.H. 03575

Jim Baynton

22 W. Hill St. Whitefield, N.H. 03598

Ronald R. Ledwith

P.O. Box 91 Tinsley N.H. 03595

William Kennedy

Whitefield, N.H. 03598

1 10

STATE OF NEW HAMPSHIRE  
COUNTY OF COOS

JANUARY 23, 1986

Before me, the <sup>above</sup>undersigned officer<sup>s</sup>, personally appeared:  
A.J. WAITE  
CRAIG A. DOWNING & H. M. BOYNTON  
who acknowledged themselves to have executed the foregoing instru-  
ment for the purposes therein contained.

Mary E. Hubert  
Justice of the Peace / Notary Public  
*my commission expires 2/13/89*

1 10

LAW OFFICES OF  
SULLOWAY HOLLIS & SODEN9 CAPITOL STREET  
P. O. BOX 1256

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 224-2341

IRVING H. SODEN  
 CHARLES F. SHERIDAN, JR.  
 MARTIN L. GROSS  
 MICHAEL M. LONERGAN  
 EATON W. TARBELL, JR.  
 EDWARD M. KAPLAN  
 WARREN C. NIGHSWANDER  
 IRVIN D. GORDON  
 MICHAEL P. LEHMAN  
 PETER F. IMSE  
 STEPHEN M. DUPREY  
 R. CARL ANDERSON  
 ROBERT M. LARSEN  
 JOHN W. MITCHELL  
 MARGARET H. NELSON  
 DAVID F. CONLEY  
 ELEANOR H. HOLMES  
 JOHN M. SULLIVAN  
 JOHN BURWELL GARVEY  
 JAMES E. OWERS  
 JAMES O. BARNEY  
 THOMAS B. CRONMILLER  
 SUZANNE GOULET  
 ROBERT J. LANNEY  
 CHRISTINA J. SILBERMAN  
 EDNA M. CONWAY  
 KATHERINE P. BURKE  
 JANE I. CADDELL

FRANK J. SULLOWAY  
(1883-1981)FRANKLIN HOLLIS  
(1904-1980)

OF COUNSEL

GUY A. SWENSON, JR.  
 ARTHUR W. MUDGE  
 JOHN P. CHANDLER  
 EDWARD B. HAMLIN

HANOVER OFFICE  
 14 SO. MAIN STREET  
 P. O. BOX 231  
 HANOVER, N. H. 03755  
 (603) 643-6299

LACONIA OFFICE  
 277 UNION AVENUE  
 LACONIA, N. H. 03246  
 (603) 528-3190

APR 11 1986

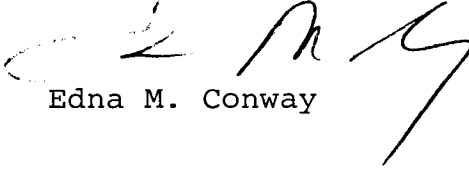
March 7, 1986

Louise M. Staples, Clerk  
 Town of Carroll  
 Town Hall  
 Carroll, NH 03595

Dear Ms. Staples:

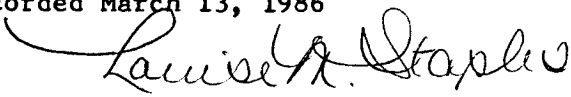
Enclosed for filing please find Articles of Association for the Forest Cottages at Bretton Woods Condominium Association, a non-profit corporation pursuant to the provisions of RSA 292. I have also enclosed the required \$2.00 filing fee with these articles. I would appreciate your sending a receipt of this filing to me as soon as possible so that I may proceed to file with the Office of the Secretary of State.

Sincerely,

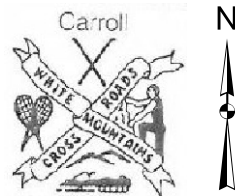
  
 Edna M. Conway

EMC/dhb  
 Enclosures

Received and Recorded March 13, 1986

  
 Louise M. Staples  
 Town Clerk  
 Town of Carroll, NH





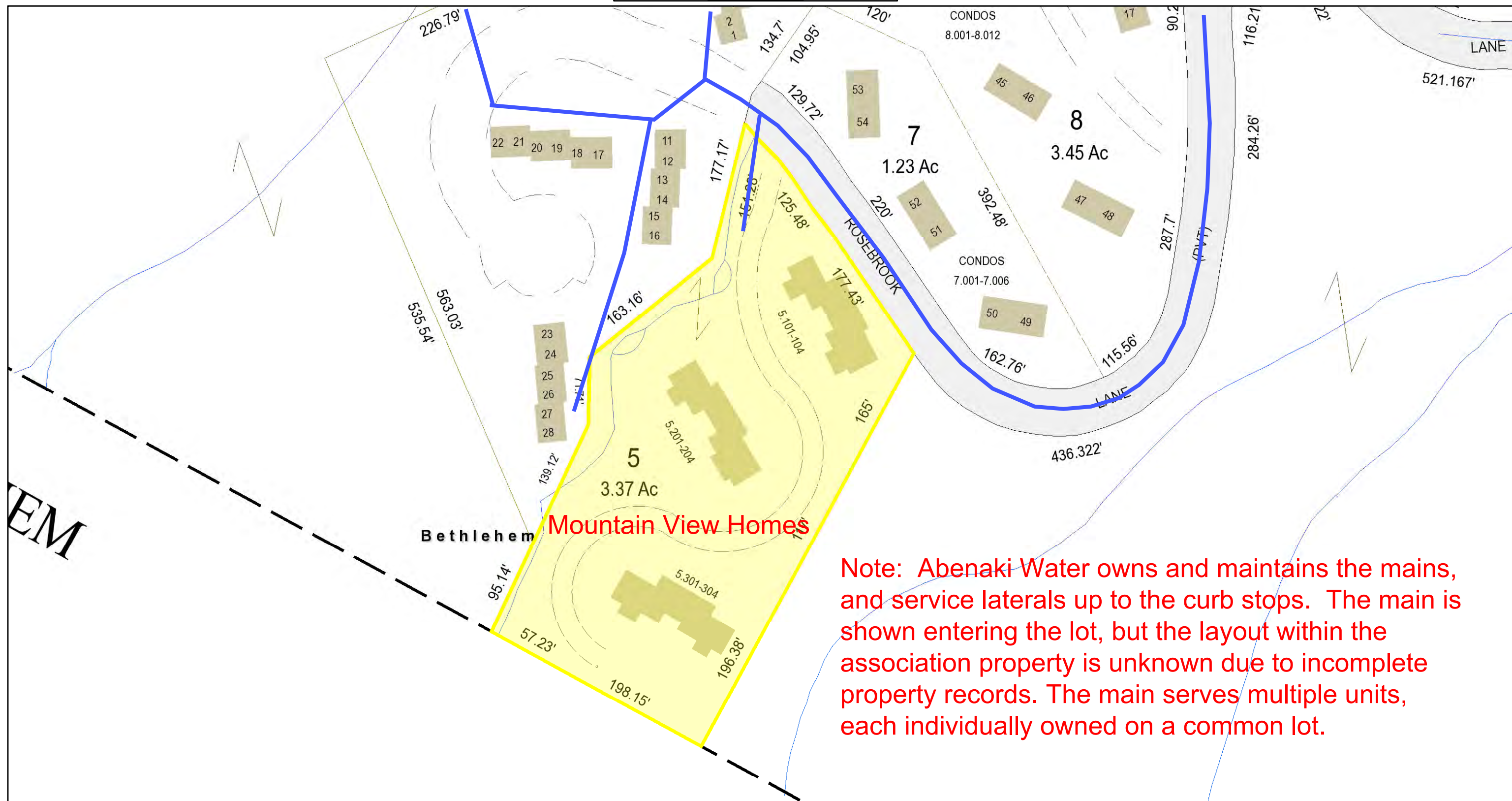
# Mountain View Homes

Carroll, NH

1 inch = 100 Feet

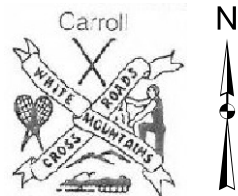


April 22, 2020



Note: Abenaki Water owns and maintains the mains, and service laterals up to the curb stops. The main is shown entering the lot, but the layout within the association property is unknown due to incomplete property records. The main serves multiple units, each individually owned on a common lot.

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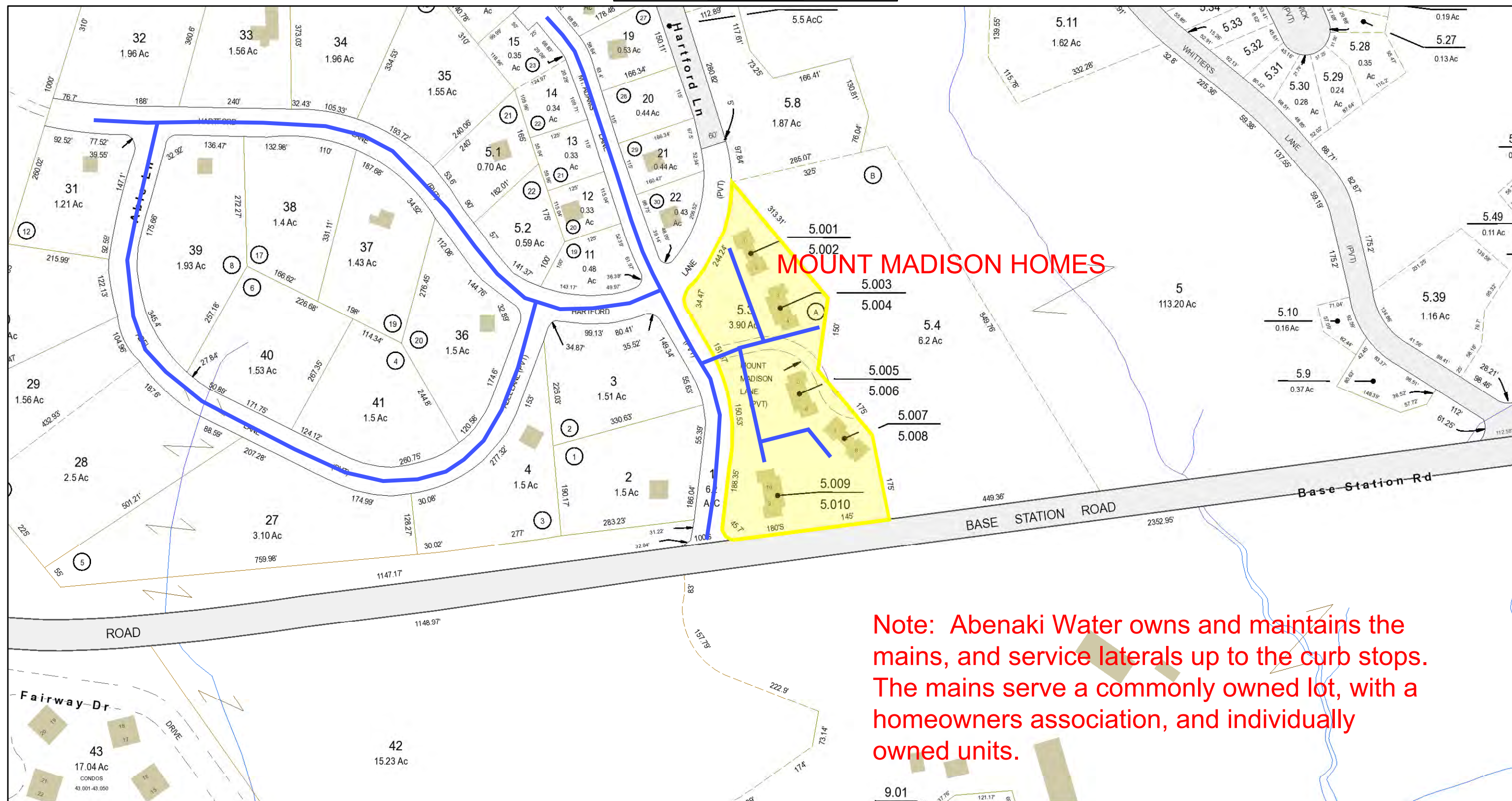


Carroll, NH

1 inch = 200 Feet



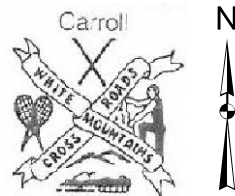
April 22, 2020



**MOUNT MADISON HOMES**

**Note: Abenaki Water owns and maintains the mains, and service laterals up to the curb stops. The mains serve a commonly owned lot, with a homeowners association, and individually owned units.**

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Carroll, NH

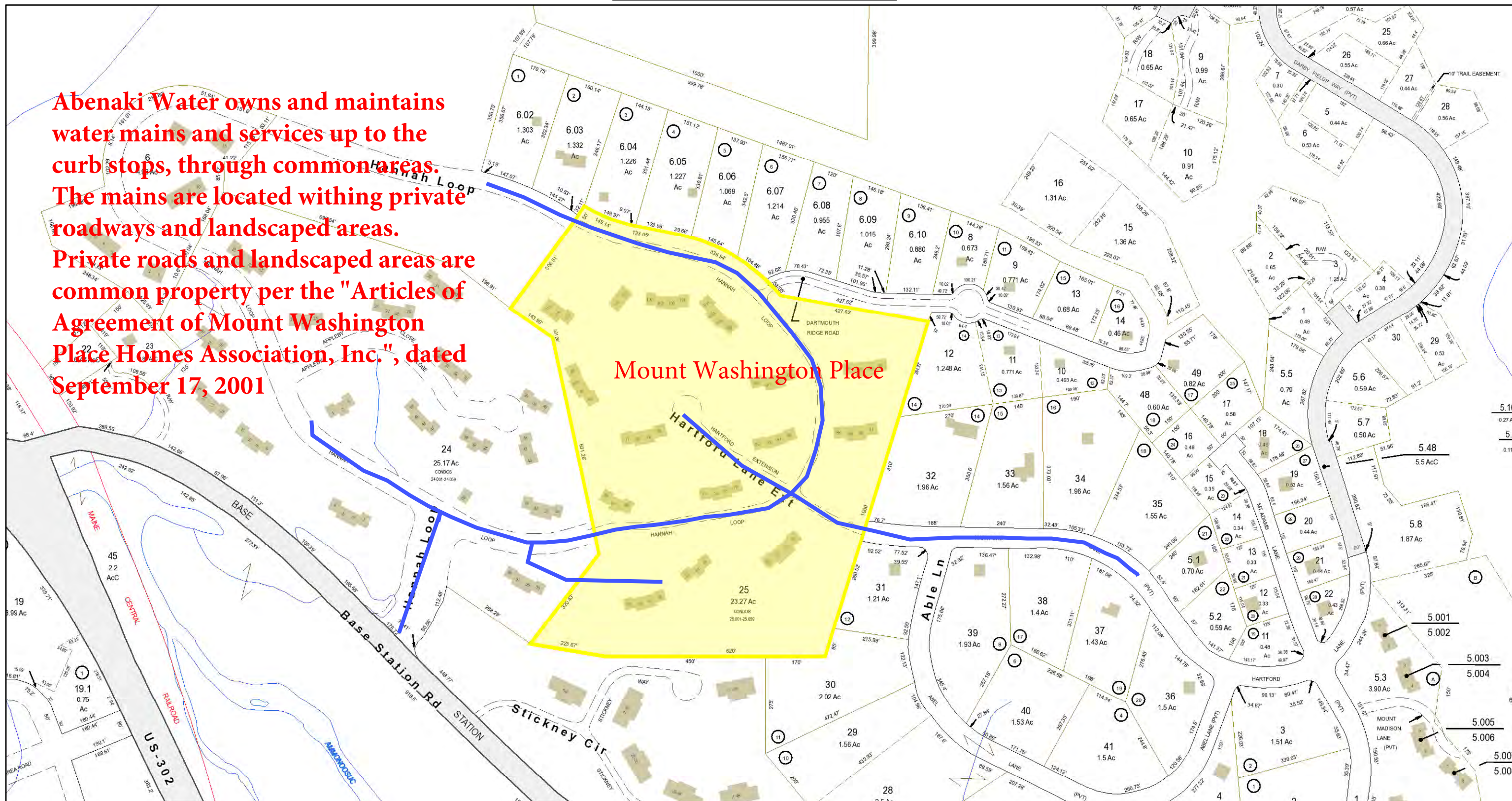
1 inch = 269 Feet

# Mount Washington Place-1

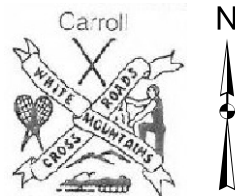


April 20, 2020

**Abenaki Water owns and maintains water mains and services up to the curb stops, through common areas. The mains are located within private roadways and landscaped areas. Private roads and landscaped areas are common property per the "Articles of Agreement of Mount Washington Place Homes Association, Inc.", dated September 17, 2001**



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# Mount Washington Place-2

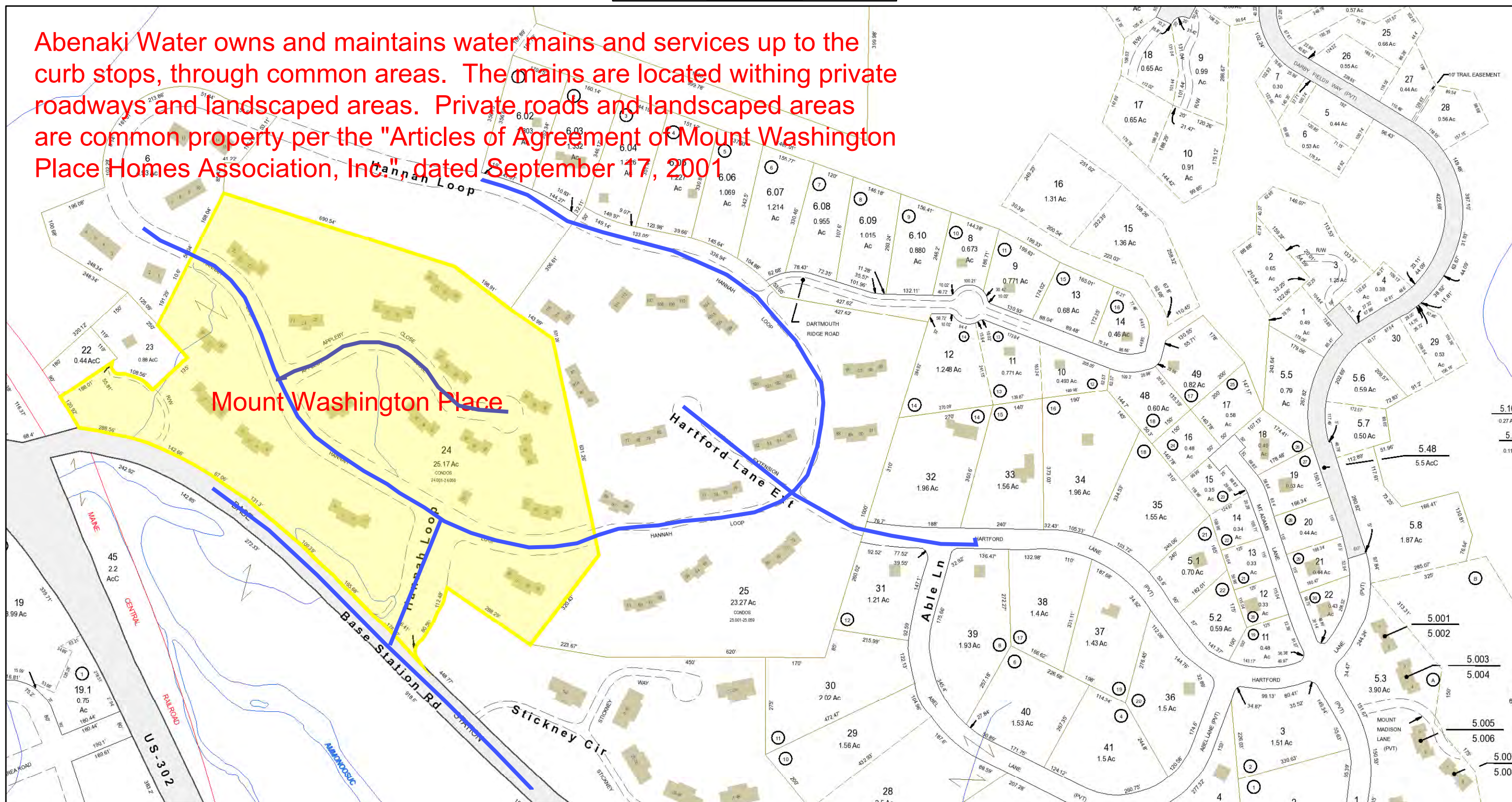
Carroll, NH

1 inch = 269 Feet



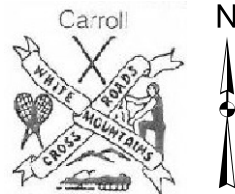
April 20, 2020

Abenaki Water owns and maintains water mains and services up to the curb stops, through common areas. The mains are located within private roadways and landscaped areas. Private roads and landscaped areas are common property per the "Articles of Agreement of Mount Washington Place Homes Association, Inc.", dated September 17, 2001.



Mount Washington Place

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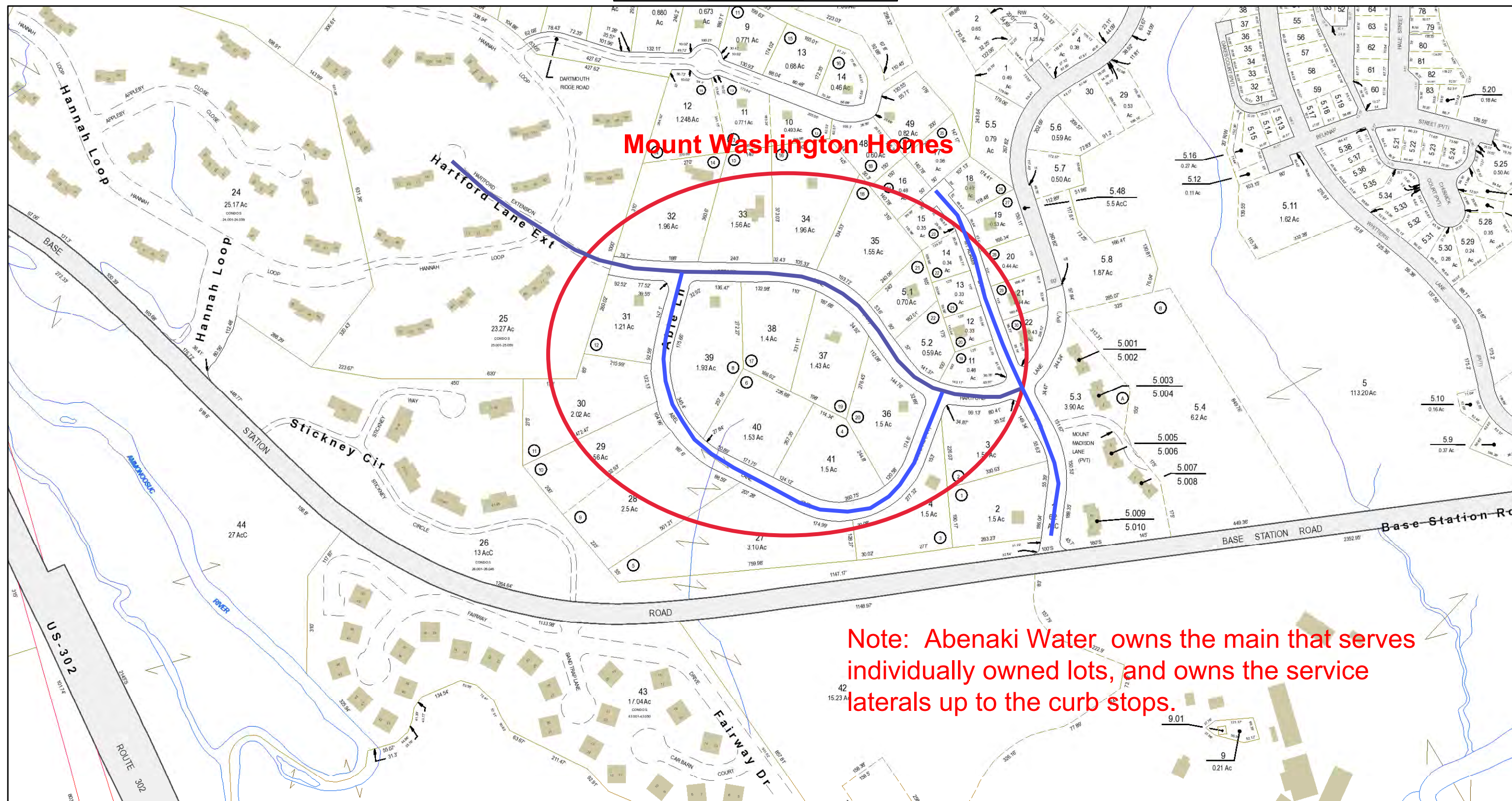


Carroll, NH

1 inch = 300 Feet



April 22, 2020



**Mount Washington Homes**

**Note: Abenaki Water owns the main that serves individually owned lots, and owns the service laterals up to the curb stops.**

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ARTICLES OF AGREEMENT

OF

MOUNT WASHINGTON PLACE HOMES ASSOCIATION, INC.

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I

NAME

The name of this Corporation shall be Mount Washington Place Homes Association, Inc.

ARTICLE II

PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in the Mount Washington Place Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants for Mount Washington Place Homes (the "Declaration"), dated October 24, 1989, and recorded in the Coos County Registry of Deeds at Book 0768, Page 0684, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

ARTICLE III

POWERS

This Corporation shall be empowered:

1. To appoint and remove all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem appropriate.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.
3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles.

6. To dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration.

7. To pay taxes, if any, on the Common Properties or assessed against the Corporation.

8. To purchase insurance upon the Common Properties for the protection of the Corporation and its Members.

9. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

10. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Homes and Common Properties and the obligations of the Members.

11. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

12. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

13. To reconstruct improvements to the Common Properties after casualty and further improve the Common Properties.

14. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes.

**ARTICLE IV**  
**DISSOLUTION**

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

**ARTICLE V**  
**PLACE OF BUSINESS**

The principal place of business of the Corporation shall be at Hartford Lane, Carroll, Coos County, New Hampshire.

03598

**ARTICLE VI**  
**CAPITAL STOCK**

This Corporation shall not have capital stock.

**ARTICLE VII**  
**MEMBERSHIP**

All Members of the Corporation must be record owners of a fee interest in a lot within the Subdivision and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one lot in the Subdivision.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Lot and delivery to the Corporation of appropriate notice of such recordation.

**ARTICLE VIII**  
**EXISTENCE**

The Corporation shall have perpetual existence.



**ARTICLE IX**  
**VOTING RIGHTS**

Each member of the Corporation shall be entitled to cast one vote per lot owned by such member.

**ARTICLE X**  
**BOARD OF DIRECTORS**

No director or officer of the corporation shall be liable to the corporation (or its shareholders) for monetary damages for breach of fiduciary duty as a director or an officer except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation or its members;
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law;
3. Any transaction from which the director, officer, or both devised an improper personal benefit.

**ARTICLE XI**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Hillsborough, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the Lots in the Subdivision have been transferred by Declarant, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

**ARTICLE XII**

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided,

that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

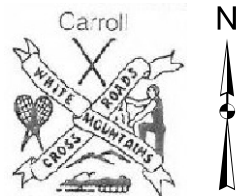
ARTICLE XIII

The signatures and mailing address of each of the persons associating together to form the corporation are set forth below.

- |    | <u>Signature and Name</u>  | <u>Mail Address</u>                                     |
|----|--|---|
| 1. | <u>Wayne W. Presby</u><br>WAYNE W. PRESBY<br>Name (Please print)     | <u>83 ELM ST.</u><br><u>LITTLETON, NH 03561</u>         |
| 2. | <u>Cathy J. Towle</u><br>Cathy J. Towle<br>Name (Please print)       | <u>209 Jefferson Road</u><br><u>Whitefield NH 03598</u> |
| 3. | <u>Patti L. Roy</u><br>Patti L. Roy<br>Name (Please print)           | <u>237 French Road</u><br><u>Dalton, NH 03598</u>       |
| 4. | <u>Sally Livingstone</u><br>Sally Livingstone<br>Name (Please print) | <u>6 Grandview Dr.</u><br><u>Lancaster NH 03584</u>     |
| 5. | <u>JOEG J. BEEDE</u><br><u>Joeg J. Beede</u><br>Name (Please print)  | <u>31 WEST ELM ST.</u><br><u>LITTLETON NH 03561</u>     |

City/Town Clerk's Office, City/Town of CARROLL  
Received and recorded this 17th day of Sept., 2001.

Louise M. Staples  
City/Town Clerk's Signature  
Louise M. Staples  
City/Town Clerk's Name (Please print)



# Presidential Views

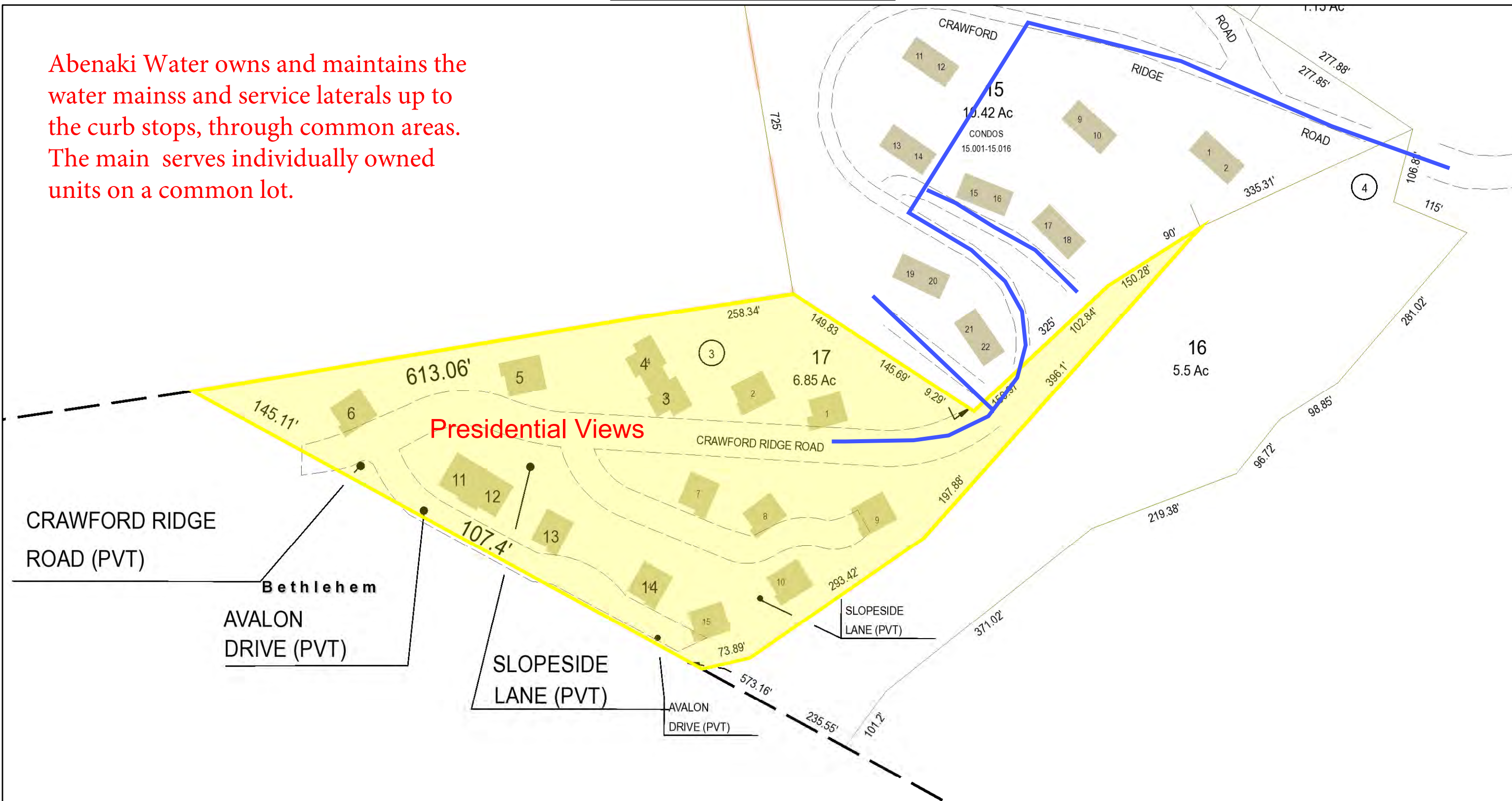
Carroll, NH

1 inch = 134 Feet



April 20, 2020

Abenaki Water owns and maintains the water mains and service laterals up to the curb stops, through common areas. The main serves individually owned units on a common lot.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Recording fee: \$25.00 (Note 1)  
Use black print or type.  
Leave 1" margins both sides.  
Form must be single-sided, on 8 1/2 x 11" paper, and have a one inch margin on both sides. Double sided copies will not be accepted.

Form No. NP 1  
RS 292 Z  
**FILED**

NOV 24 2003

ARTICLES OF AGREEMENT  
OF  
A NEW HAMPSHIRE NONPROFIT CORPORATION

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING:

Article 1. The name of the corporation shall be:

Presidential Views at Bretton Woods Condominium Unit Owners' Association

Article 2. The object for which this corporation is established is: for administration, operation, and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in the Presidential Views at Bretton Woods Condominium, Carroll, New Hampshire, as described in a Declaration of Condominium, recorded at the Coos County Registry of Deeds in Book 1031, Page 695, including any such additions thereto as may be made pursuant to said Declaration, and for the (see additional page)

Article 3. The provisions for establishing membership and participation in the corporation are:

All Members of the Association must be record owners of a fee interest in a unit within the Property and all such owners shall automatically become Members of the Association. The Declarant, as identified and defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any condominium unit of Presidential Views at Bretton Woods, A Condominium, and delivery to the Corporation of appropriate notice of such recordation.

Article 4. The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest, or in any other lawful manner, any real or personal property and to hold, improve, manage, and dispose of by gift, (see additional page)

Additional Page

Article 2 (continued)

maintenance, preservation, and architectural control of the units and common areas within the Condominium.

Article 4 (continued)

sale, or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

NAME OF CORPORATION  
Presidential Views at Bretton Woods Condominium  
Unit Owners' Association

Form No. NP 1  
RSA 292:2

Article 5. The address at which the business of this corporation is to be carried on is:

C/o MWH Preservation Limited Partnership  
The Mount Washington Hotel and Resort  
Route 302  
Bretton Woods, NH 03575

until a new address for the corporation is established

Article 6. The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

The Corporation shall not have capital stock.

Article 7. Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is: (Note 2)

No director or officer shall have any liability to the Corporation or its members except as imposed by RSA 292.2.

RECEIVED

NOV 14 2005

NEW HAMPSHIRE  
SECRETARY OF STATE

NAME OF CORPORATION  
Presidential Views at Bretton Woods Condominium  
Unit Owners' Association

Form No. NP-1  
DW 19-131 Attachment J  
RSA 292:2

Article 8. Signatures and post office address of each of the persons associating together to form the corporation: (Note 3)

10 050

Signature and Name	Post Office Address
1. <u>Wayne W. Presby</u> Signature <u>WAYNE W. PRESBY</u> Name (please print)	<u>83 ELM ST.</u> Street <u>LITTLETON NH 03561</u> City/Town State Zip
2. <u>Paul Ronty, Jr.</u> Signature <u>PAUL RONTY, JR.</u> Name (please print)	<u>13 CRANMORE WOODS</u> Street <u>KEARSARGE, NH 03847</u> City/Town State Zip
3. <u>Pat L. Roy</u> Signature <u>PAT L. ROY</u> Name (please print)	<u>237 French Rd</u> Street <u>Dartmouth NH 03598</u> City/Town State Zip
4. <u>Laurie A. Matthews</u> Signature <u>LORIE A. MATTHEWS</u> Name (please print)	<u>68 Lancaster Rd</u> Street <u>Whitefield NH 03598</u> City/Town State Zip
5. <u>Richard M. McGinnis</u> Signature <u>Richard M. McGinnis</u> Name (please print)	<u>352 North rd</u> Street <u>Lancaster N.H 03584</u> City/Town State Zip

City/Town Clerk's office, City/Town of  
Received and recorded this 19th day of November, 2003.  
(Note 4)

Louise M. Staples  
City/Town Clerk's Signature  
Louise M. Staples  
City/Town Clerk's Name (Please Print)

- Notes:
1. Recording fee payable to: N. H. Secretary of State.
  2. If no provision eliminating or limiting personal liability, insert "none".
  3. At least five signatures are required.
  4. Must be recorded with the Clerk of the City/Town of the principal place of business prior to recording with the Secretary of State. (Fee payable to the clerk is \$5.00.)

Mail \$25.00 STATE FEE and DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH)  
to: Secretary of State, State House, 107 North Main Street, Concord, NH 03301



# Riverfront Homes

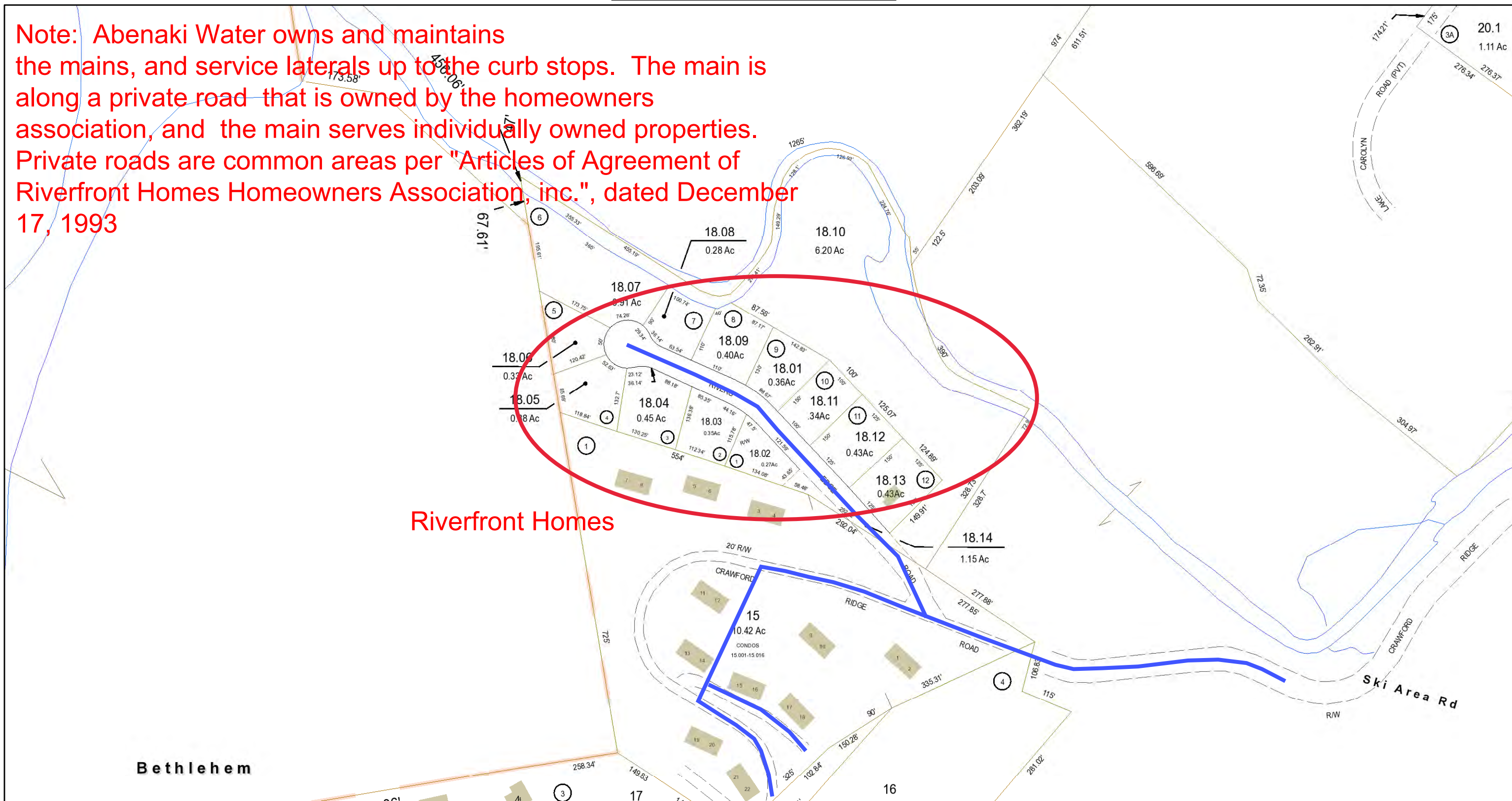
Carroll, NH

1 inch = 200 Feet



April 22, 2020

**Note:** Abenaki Water owns and maintains the mains, and service laterals up to the curb stops. The main is along a private road that is owned by the homeowners association, and the main serves individually owned properties. Private roads are common areas per "Articles of Agreement of Riverfront Homes Homeowners Association, inc.", dated December 17, 1993



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



## ARTICLES OF AGREEMENT

OF

RIVERFRONT HOMESHOMEOWNERS' ASSOCIATION, INC.**FILED**

FEB -2 1994

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

## ARTICLE I

NAME

The name of this Corporation shall be Riverfront Homes Homeowners' Association, Inc.

## ARTICLE II

PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of homes in Riverfront Homes Subdivision (the "Subdivision") located in the Town of Carroll, New Hampshire, as described in a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Riverfront Homes Homeowners' Association (the "Declaration"), dated December 16, 1993 and recorded in the Coos County Registry of Deeds at Book 822, Page 603, including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the Homes and common properties within the Subdivision.

## ARTICLE III

POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.

2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Subdivision including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Properties".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Properties or assessed against the Corporation.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Properties.

9. To purchase insurance upon the Common Properties for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Homes and Common Properties and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full

and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the Common Propertieess after casualty and further improve the Common Propertieess.

18. To maintain, repair, replace or operate and Common Areas.

19. To contract for the management of the Corporation and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Corporation except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes.

#### ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not

attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V  
PLACE OF BUSINESS

The principal place of business of the Corporation shall be at Riverfront Subdivision, Crawford Drive, Carroll, New Hampshire.

ARTICLE VI  
CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII  
MEMBERSHIP

All Members of the Corporation must be record owners of a fee interest in a lot within the Subdivision and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one lot in the Subdivision.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Lot and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII  
EXISTENCE

The Corporation shall have perpetual existence.

**ARTICLE IX**  
**VOTING RIGHTS**

Each member of the Corporation shall be entitled to cast one vote per lot owned by such member.

**ARTICLE X**  
**BOARD OF DIRECTORS**

The affairs of this Corporation shall be managed by a Board of Directors as defined and described in the Corporation By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Robert A. Satter  
Olde Province Common  
RR 3, Box 72-16  
Meredith, NH 03253-9432
- (2) Patrick J. DiSalvo  
Olde Province Common  
RR 3, Box 72-16  
Meredith, NH 03253-9432
- (3) Peter Powell  
86 Main St.  
Lancaster, NH 03584

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided for in the By-Laws.

**ARTICLE XI**  
**OFFICERS**

The Corporation shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- |     |  |                     |
|-----|--|---------------------|
| (1) | Robert A. Satter<br>Olde Province Common<br>RR 3, Box 72-16<br>Meredith, NH 03253-9432   | President           |
| (2) | Patrick J. DiSalvo<br>Olde Province Common<br>RR 3, Box 72-16<br>Meredith, NH 03253-9432 | Secretary/Treasurer |

ARTICLE XII  
BY-LAWS

The By-Laws of the Corporation may be amended in the manner prescribed therein.

ARTICLE XIII  
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Carroll, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the Lots in the Subdivision have been transferred by Declarant, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XIV

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XV

The first meeting of this Corporation shall be held at Bretton Woods, New Hampshire, at 10:00 a.m. on or before March 31, 1994.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 17th day of December, 1993.

NAME AND SIGNATURE OF INCORPORATOR

POST OFFICE ADDRESS

  
Robert A. Satter

Olde Province Common  
RR 3, Box 72-16  
Meredith, NH 03253-9432

  
Patrick J. DiSalvo


Olde Province Common  
RR 3, Box 72-16  
Meredith, NH 03253-9432

  
Peter Powell

86 Main Street  
Lancaster, NH 03584

  
Robert Copenhaver


Parker's Marketplace  
127 Main Street  
Littleton, NH 03561

  
Jere Eames

Eastgate Motor Inn  
RFD #1  
Littleton, NH 03561

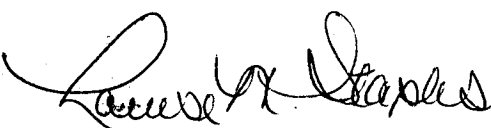
STATE OF NEW HAMPSHIRE  
COUNTY OF COOS

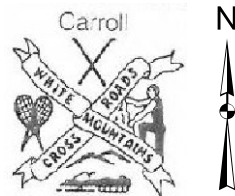
On this the 17th day of December, 1993, before me, the undersigned, who have acknowledged, Robert Satter, Patrick J. DiSalvo, Peter Powell, Robert Copenhaver and Jere Eames, themselves to have executed the foregoing instrument for the purposes therein contained.

  
Justice of the Peace/Notary Public

TAVIA CEDERBERG  
NOTARY PUBLIC  
My commission exp. June 30, 1999

Received and Recorded  
01-27-94 9:45AM #001  
Carroll Town Clerk, Louise M. Staples  
WPPNPG1109-9/28/93





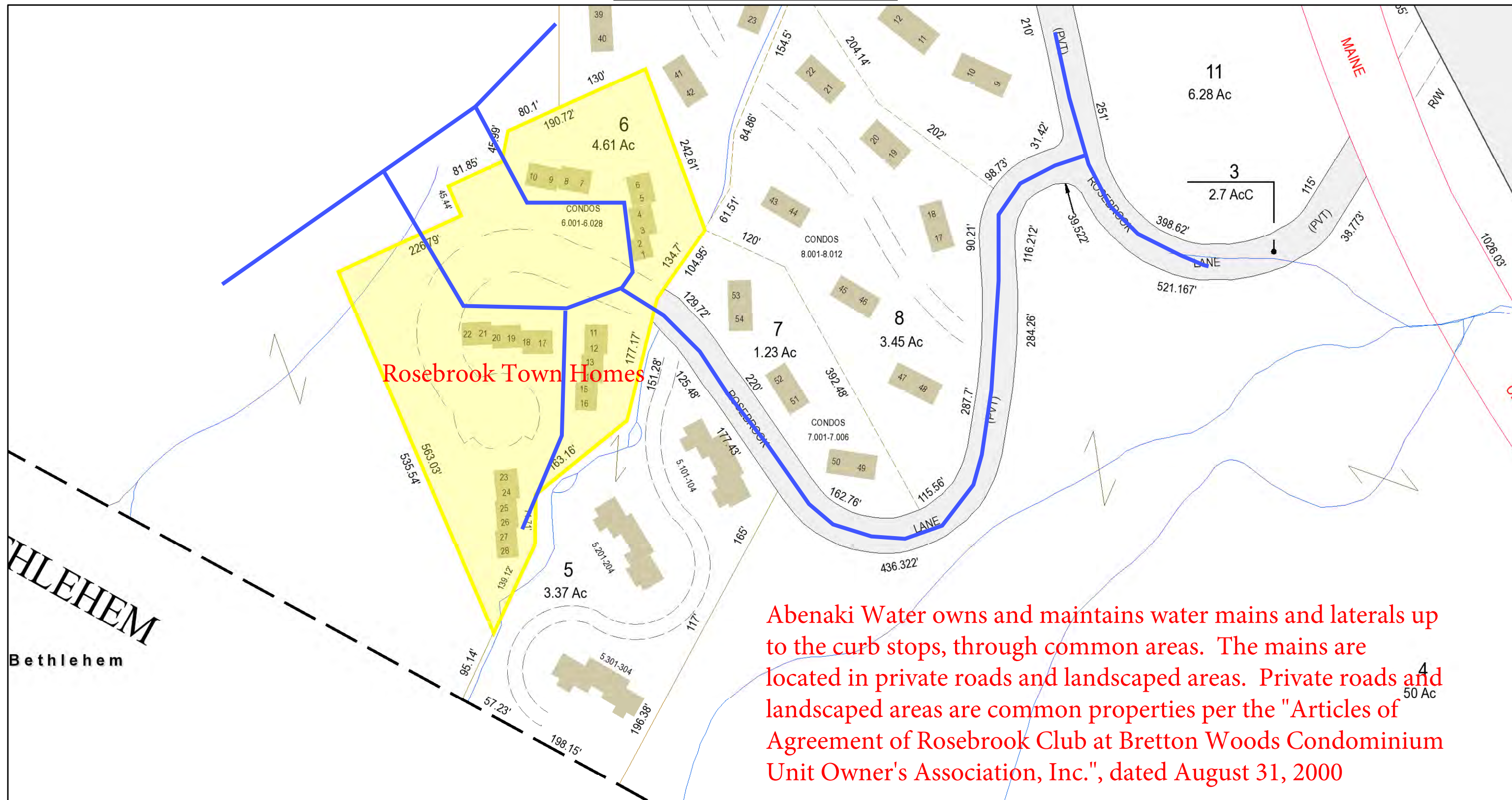
# Rosebrook Town Homes-1

Carroll, NH

1 inch = 134 Feet



April 20, 2020



Rosebrook Town Homes

Abenaki Water owns and maintains water mains and laterals up to the curb stops, through common areas. The mains are located in private roads and landscaped areas. Private roads and landscaped areas are common properties per the "Articles of Agreement of Rosebrook Club at Bretton Woods Condominium Unit Owner's Association, Inc.", dated August 31, 2000

BETHLEHEM  
Bethlehem

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



**FILED**  
**OCT 30 2008**  
**WILLIAM M. GARDNER**  
**NEW HAMPSHIRE**  
**SECRETARY OF STATE**

**ARTICLES OF AGREEMENT**  
**OF**  
**ROSEBROOK CLUB AT BRETTON WOODS CONDOMINIUM**  
**UNIT OWNER'S ASSOCIATION, INC.**

We, the undersigned, being of lawful age, by these Articles of Agreement, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

**ARTICLE I**  
**NAME**

The name of this Corporation shall be The Rosebrook Club at Bretton Woods Unit Owner's Association, Inc.

**ARTICLE II**  
**PURPOSES**

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of units in The Rosebrook Club at Bretton Woods (the "Condominium") located in the Town of Carroll, New Hampshire, as described in a First Amendment to Declaration of Condominium for The Rosebrook Club at Bretton Woods (the "Declaration"), dated May 6, 1999 and recorded in the Coos County Registry of Deeds at Book 924, Page 239, including any such additions thereto as may be made pursuant to said Declaration..

**ARTICLE III**  
**POWERS**

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.

3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Condominium including landscaping and private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Areas".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles.

6. To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes subject to the provisions of the Declaration and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Corporation.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the Units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and

evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the Common Areas after casualty and further improve the Common Areas.

18. To maintain, repair, replace or operate the Common Areas.

19. To contract for the management of the Corporation and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Corporation except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such Corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes.

#### ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the members, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V  
PLACE OF BUSINESS

The principal place of business of the Corporation shall be at The Rosebrook Club at Bretton Woods Condominium, Route 202, Carroll, New Hampshire. 03598

ARTICLE VI  
CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII  
MEMBERSHIP

All Members of the Corporation must be record owners of a Unit within the Condominium and all such owners shall automatically become Members of the Corporation. The Declarant, as identified and defined in the Declaration, shall be a Member for as long as Declarant owns at least one Unit in the Condominium.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any Unit and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII  
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX  
BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors as defined and described in the Corporation By-Laws annexed to the Declaration. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Wayne W. Presby, Littleton, NH 03561
- (2) Robert M. Clement, Bretton Woods, NH 03575
- (3) Joel Beder, Littleton, NH 03561

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided for in the By-Laws.

#### ARTICLE X BY-LAWS

The By-Laws of the Corporation are annexed to the Declaration and may be amended in the manner prescribed therein.

#### ARTICLE XI AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Corporation at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Coos County, New Hampshire.

#### ARTICLE XII

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XIII

The first meeting of this Corporation shall be held at Bretton Woods on or before August 31, 2000.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 31 day of August, 2000.

NAME AND SIGNATURE OF INCORPORATOR

POST OFFICE ADDRESS

Wayne W. Presby

Wayne Presby  
Route 302  
Bretton Woods, NH 03575

R. H. Clement

Robert M. Clement  
Route 302  
Bretton Woods, NH 03575

Joel Bedor

Joel Bedor  
Route 302  
Bretton Woods, NH 03575

Margaret A. Greenwood

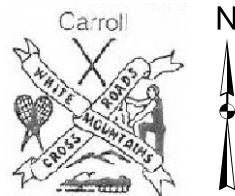
Margaret A. Greenwood  
Route 302  
Bretton, Woods, NH 03575

John W. Morgan

John W. Morgan  
Route 302  
Bretton Woods, NH 03575

City/Town Clerk's Office of Carroll, New Hampshire received and recorded this 2nd day of Oct, 2000.

Louise Staples



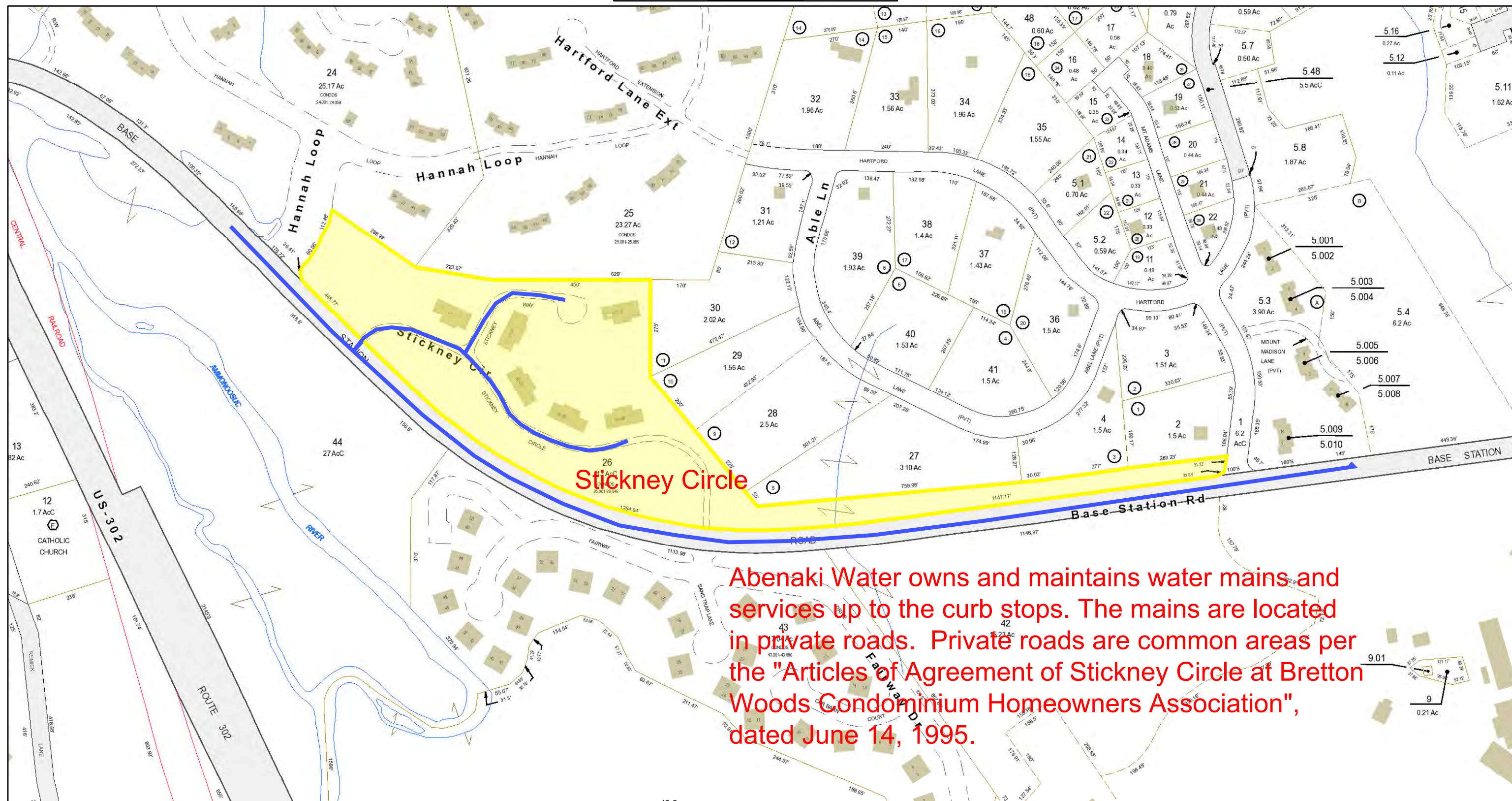
# Stickney Circle

Carroll, NH

1 inch = 269 Feet

0 269 539 809

April 20, 2020



Abenaki Water owns and maintains water mains and services up to the curb stops. The mains are located in private roads. Private roads are common areas per the "Articles of Agreement of Stickney Circle at Bretton Woods Condominium Homeowners Association", dated June 14, 1995.

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

## ARTICLES OF AGREEMENT

OF

STICKNEY CIRCLE AT BRETTON WOODS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, INC.

**FILED**

JUN 27 1995

WILLIAM M. GARDNER  
 NEW HAMPSHIRE  
 SECRETARY OF STATE

We, the undersigned, being of lawful age, by these Articles of Association, have associated and do hereby associate ourselves together to form a corporation pursuant to the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire and other laws and statutes of said State relating thereto under the corporate name and for the purposes herein set forth.

ARTICLE I  
NAME

The name of this Corporation shall be Stickney Circle at Bretton Woods Condominium Unit Owners' Association, Inc.

ARTICLE II  
PURPOSES

This Corporation is established and shall be operated exclusively for administration, operation and other non-profitable purposes including the promotion of the pleasure and social welfare of the owners and occupants from time to time of condominium units in Stickney Circle at Bretton Woods, A Condominium, located in the Town of Carroll, New Hampshire, as described in a Declaration of Condominium, recorded in the Coos County Registry of Deeds at Vol. , Page , including any such additions thereto as may be made pursuant to said Declaration, and for the maintenance, preservation and architectural control of the units and common areas within the Condominium.

ARTICLE III  
POWERS

This Corporation shall be empowered:

1. To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient.
2. To establish, assess, levy and collect the assessments or charges against members to defray the costs, expenses and other obligations of the Corporation.



3. To use the proceeds of assessments and/or charges in the exercise of its powers and duties.

4. To rent, lease, own or otherwise acquire, and to build, operate, maintain, manage, administer and care for the common areas of the Property for recreational, cultural and social facilities, including buildings and other structures, private roads and ways, and all such facilities and other property incidental thereto, sometimes hereinafter referred to as "Common Area".

5. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium ("Declaration") applicable to the Property and recorded in the Coos County Registry of Deeds, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length, with all definitions of terms set forth therein being applicable to such terms in these Articles, provided, however, in any conflict between these Articles and the Declaration, these Articles shall control.

6. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to the provisions of the Condominium Documents and a certain Declaration of Covenants, Easements and Restrictions applicable to Bretton Woods, recorded in the Coos and Grafton County Registries of Deeds at Vol. 719, Page 208, and Book 1784, Page 173, respectively, and further subject to such conditions as may be agreed to by the Members.

7. To pay taxes, if any, on the Common Areas or assessed against the Association.

8. To purchase or otherwise acquire and to have constructed additions and other improvements to the Common Areas.

9. To purchase insurance upon the Common Areas and upon any other improvements located at Stickney Circle at Bretton Woods and insurance for the protection of the Corporation and its Members.

10. To obtain and/or employ any legal, accounting, administrative personnel and/or other services.

11. To make, adopt, amend, modify, and rescind from time to time and enforce rules and regulations governing the use and enjoyment of the units and Common Areas and the obligations of the Members.

12. To purchase or otherwise acquire title to or an interest in, sell, lease, mortgage, subordinate and/or partially release and otherwise use, encumber and dispose of any interest in property, real or personal, tangible or intangible.

13. To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full

and complete record of all financial transactions, which records shall be reasonably available for inspection by the Members, and to prepare periodic financial reports and accountings as may be required by the Members.

14. To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to issue guarantees and to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of interest thereon by mortgage or pledge, conveyance or assignment in trust of the whole or any part of the Property of the Corporation.

15. To contract and enter into undertakings and agreements of every kind and description.

16. To consolidate or merge, on such terms and conditions as may be agreed upon, by purchase or lease from, or sale or lease to, or any other method and to the extent permitted by law, with other non-profit corporations organized for similar purposes.

17. To reconstruct improvements to the units and Common Areas after casualty and further improve the units and Common Areas.

18. To maintain, repair, replace or operate the units and Common Areas.

19. To contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

20. To do any other thing, to the extent permitted by law, necessary to carry out and accomplish the purposes for which it is organized or intended to further the objects of the Corporation and to promote the common benefits and enjoyment of the Members; provided, nevertheless, that such corporation shall be organized and operated exclusively for pleasure, recreation and other non-profit purposes of the owners and occupants, from time to time, of property described in Article II hereof and its earnings devoted exclusively for said purposes in accordance with §528 of the Internal Revenue Code, 1954, as amended.

#### ARTICLE IV DISSOLUTION

All the assets and income of the Corporation shall be used exclusively for the objects hereinabove set forth, including the payment of expenses incidental thereto. The Corporation shall not

attempt to influence legislation by propaganda or otherwise nor shall it intervene, directly or indirectly, in any political campaign on behalf of any candidate for public office.

The Corporation shall have authority to receive by lease, purchase, gift, grant, devise, bequest or in any other lawful manner, any real or personal property and to hold, improve, manage and dispose of by gift, sale or otherwise and to use the same in any lawful manner for the furtherance of the objects for which it is established.

In the event the Corporation dissolves, its assets shall vest in the unit owners, as tenants in common, in the same percentage as their liability for common expenses.

ARTICLE V  
PLACE OF BUSINESS

The principal place of business shall be at Stickney Circle at Bretton Woods, A Condominium, Carroll, New Hampshire.

ARTICLE VI  
CAPITAL STOCK

This Corporation shall not have capital stock.

ARTICLE VII  
MEMBERSHIP

All Members of the Association must be record owners of a fee interest in a unit within the Property and all such owners shall automatically become Members of the Association. The Declarant, as identified and defined in the Declaration of Condominium, shall be a Member.

Change of membership in the Corporation shall be established by recording at the Coos County Registry of Deeds, a deed or other instrument establishing record title to any condominium unit of Stickney Circle at Bretton Woods, and delivery to the Corporation of appropriate notice of such recordation.

ARTICLE VIII  
EXISTENCE

The Corporation shall have perpetual existence.

**ARTICLE IX**  
**VOTING RIGHTS**

All Members of the Association shall be entitled to cast one vote based on an equal undivided percentage interest in the Common Area, as prescribed by the Condominium By-Laws and N.H. R.S.A. 356-B.

**ARTICLE X**  
**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors as defined and described in the Condominium By-Laws. The names and addresses of the persons who are to act in the capacity of Initial Directors until the election of their successors are:

- (1) Robert A. Satter  
Olde Province Common  
RR 3, Box 72-16  
Meredith, NH 03253-9432
- (2) Patrick J. DiSalvo  
Olde Province Common  
RR 3, Box 72-16  
Meredith, NH 03253-9432
- (3) Peter Powell  
86 Main St.  
Lancaster, NH

The Initial Board herein designated shall serve for one year and thereafter as provided in the By-Laws unless one or more of its Members shall resign. Directors may be removed in the manner provided by in the By-Laws.

**ARTICLE XI**  
**OFFICERS**

The Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board in accordance with said By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

- |                |  |       |
|----------------|--|-------|
| (1) President: | Robert A. Satter<br>71 NH Route 104, Unit 1<br>Meredith, New Hampshire   | 03253 |
| (2) Secretary: | Patrick J. DiSalvo<br>71 NH Route 104, Unit 1<br>Meredith, New Hampshire | 03253 |
| (3) Treasurer: | Patrick J. DiSalvo<br>71 NH Route 104, Unit 1<br>Meredith, New Hampshire | 03253 |

ARTICLE XII  
BY-LAWS

The By-Laws of the Association are recorded as Exhibit B to the Declaration of Condominium, and may be amended in the manner prescribed therein and by R.S.A 356-B.

ARTICLE XIII  
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) A resolution for the adoption of the proposed amendment may only be proposed by a Member. Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. An amendment to these Articles shall require the assent of seventy-five percent (75%) of Members present at any duly called meeting.
- (c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Woodstock, New Hampshire.
- (d) Notwithstanding the foregoing, until seventy-five percent (75%) of the percentage interests in the Common Area of the Condominium have been transferred by Declarant, or until three (3) years from the date of recording of the Declaration of Condominium, or until Declarant voluntarily relinquishes voting control, whichever occurs earlier, the Initial Board (including successors designated by the Declarant) shall have the authority to amend these Articles.

ARTICLE XIV

No Member, officer or employee or person connected with the Corporation shall receive at any time any of the net earnings or pecuniary profit from its operations, provided, that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes.

ARTICLE XV

The first meeting of this Corporation shall be held at Bretton Woods, New Hampshire, at 10:00 a.m. on or before February 1, 1995.

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on this 14 day of JUNE, 1995.

NAME AND SIGNATURE  
OF INCORPORATOR

POST OFFICE ADDRESS

[Signature]  
Robert A. Satter

71 NH Route 104, Unit 1  
Meredith, NH 03253-9432

[Signature]  
Patrick J. DiSalvo

71 NH Route 104, Unit 1  
Meredith, NH 03253-9432

[Signature]  
Peter Powell

86 Main Street  
Lancaster, NH 03584

[Signature]  
Robert Copenhaver

Parker's Marketplace  
127 Main Street  
Littleton, NH 03561

[Signature]  
Jere Eames

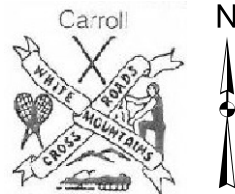
Eastgate Motor Inn  
RFD #1  
Littleton, NH 03561

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton

On this the 14 day of JUNE, 1995 before me, the undersigned, appeared Robert Satter, Patrick J. DiSalvo, Peter Powell, Robert Copenhaver and Jere Eames, who have acknowledged themselves to have executed the foregoing instrument for the purposes therein contained.

Received and Recorded  
this 22nd day of June 1995.  
Town Clerk, Carroll [Signature]  
Louise M. Staples

[Signature]  
Justice of the Peace/~~Notary Public~~  
my Commission Expires:  
3-25-97



# Stonehill

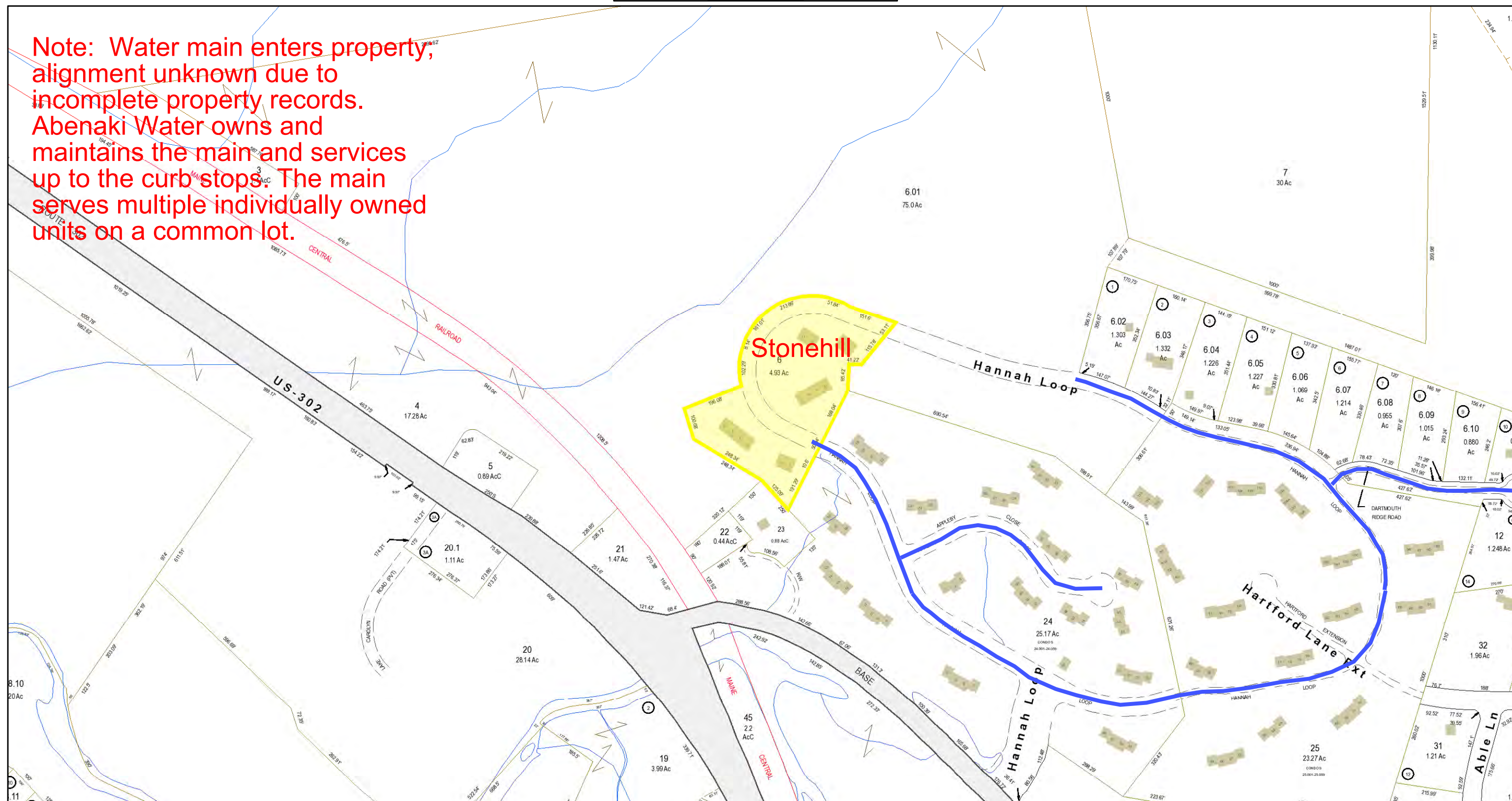
Carroll, NH

1 inch = 300 Feet

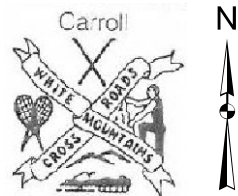


April 22, 2020

**Note: Water main enters property, alignment unknown due to incomplete property records. Abenaki Water owns and maintains the main and services up to the curb stops. The main serves multiple individually owned units on a common lot.**



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



# OMNI-1

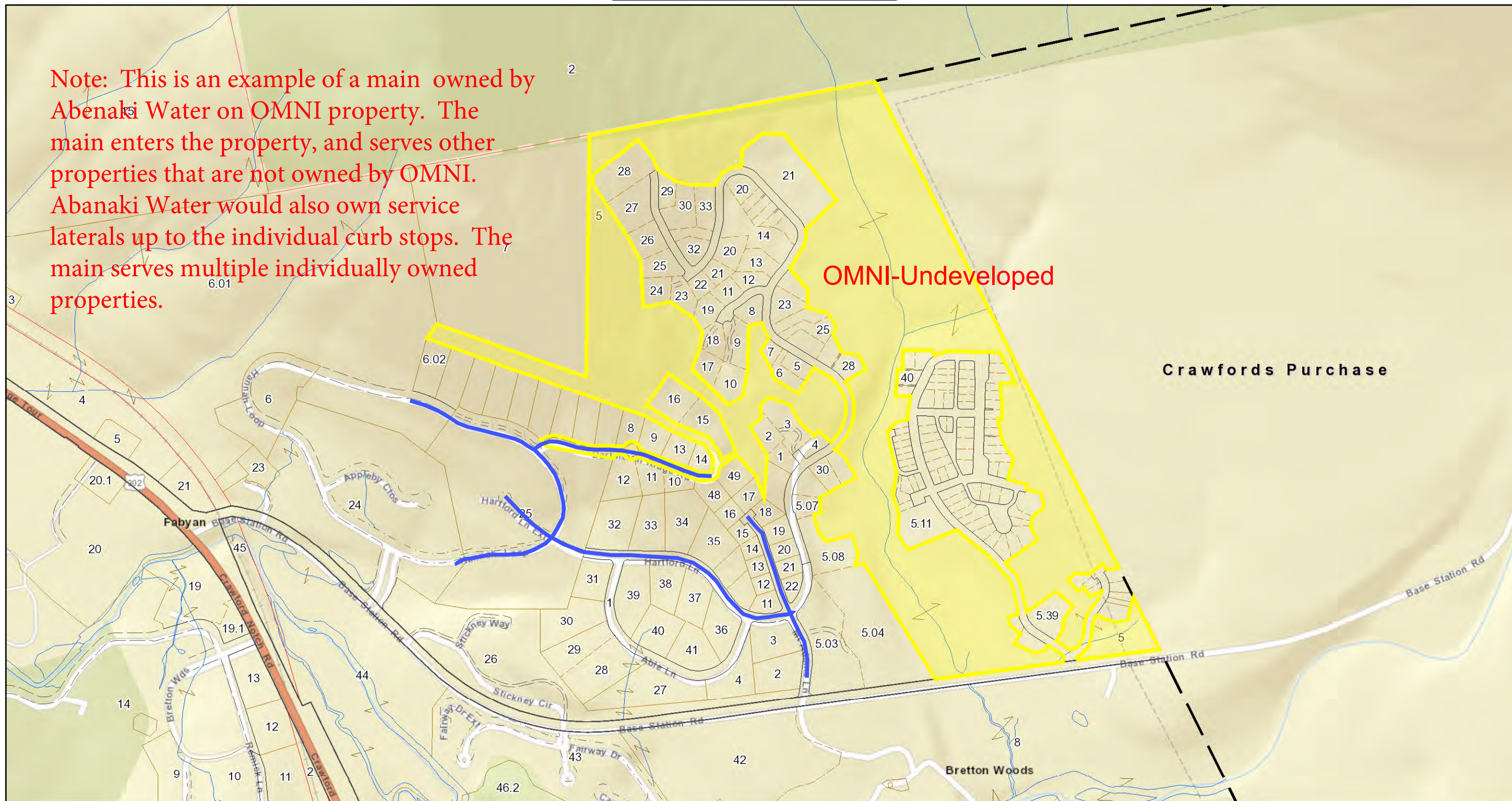
Carroll, NH

1 inch = 600 Feet

0 600 1200 1800

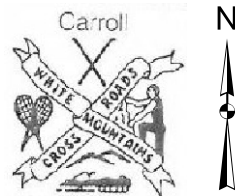
April 22, 2020

**Note:** This is an example of a main owned by Abenaki Water on OMNI property. The main enters the property, and serves other properties that are not owned by OMNI. Abanaki Water would also own service laterals up to the individual curb stops. The main serves multiple individually owned properties.



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



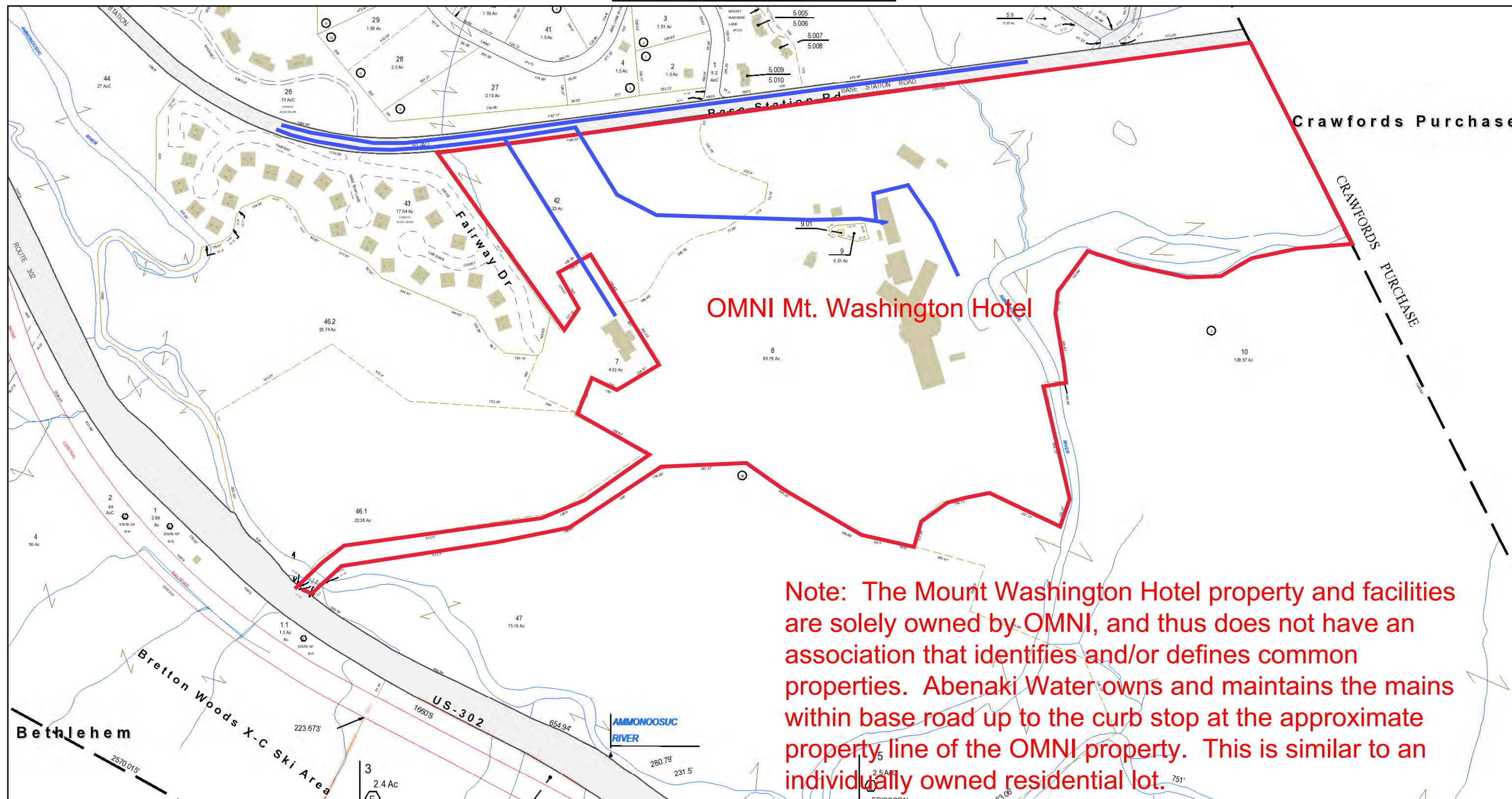


Carroll, NH

1 inch = 400 Feet

0 400 800 1200

April 22, 2020



OMNI Mt. Washington Hotel

Note: The Mount Washington Hotel property and facilities are solely owned by OMNI, and thus does not have an association that identifies and/or defines common properties. Abenaki Water owns and maintains the mains within base road up to the curb stop at the approximate property line of the OMNI property. This is similar to an individually owned residential lot.

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

# **Abenaki Water Company: Rosebrook System Pressure Reduction Project**



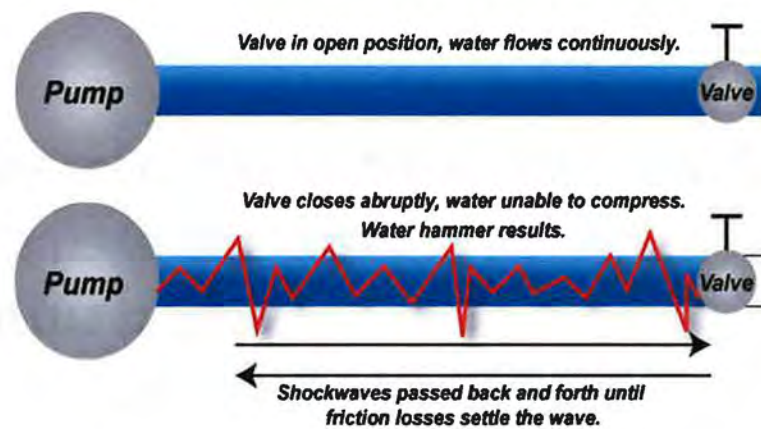
# Pressure Issues

- Pressures are dangerously high as recognized by Abenaki, Twin Mountain FD and NHDES
- System maintenance is problematic because of dangerous conditions (valve exercising, flushing, flow testing, etc.)
- Excessive power consumption
- Potential for high water loss
- Pressures exceed building codes/state regulations of 80-100 psi
- Customers incur extra costs for pressure reducing valves (PRVs) and maintenance

## Pressure Issues (Cont.)

- Genuine risk of catastrophic failure in the system (FX Lyons experienced a serious incident at pump station in 2011 resulting in TV coverage)
- Severe pressure surges/waves up to 250 psi have occurred in the past at the Omni Resort and Bretton Arms hotels
- Other significant failures/incidents have occurred
- Past non-renewal of insurance coverage due to significant damage claims in 2016

# Water Hammer



# Water Hammer

- Photo of a dramatic water hammer effect. This is a booster pump station that was destroyed by a pressure surge



- Water hammer is also responsible for pipeline failures



# Goals

- Establish lower pressure gradients for the system
- Maintain high level of domestic service
- Improve system safety, reliability and operation
- Maintain adequate fire flows per ISO recommendations
- Reduce lost water (UAW)
- Reduce power consumption
- Upgrade the system and reduce operating and maintenance costs over time
- Improve monitoring and treatment process

# Pressure Reduction Project Cost and Phasing

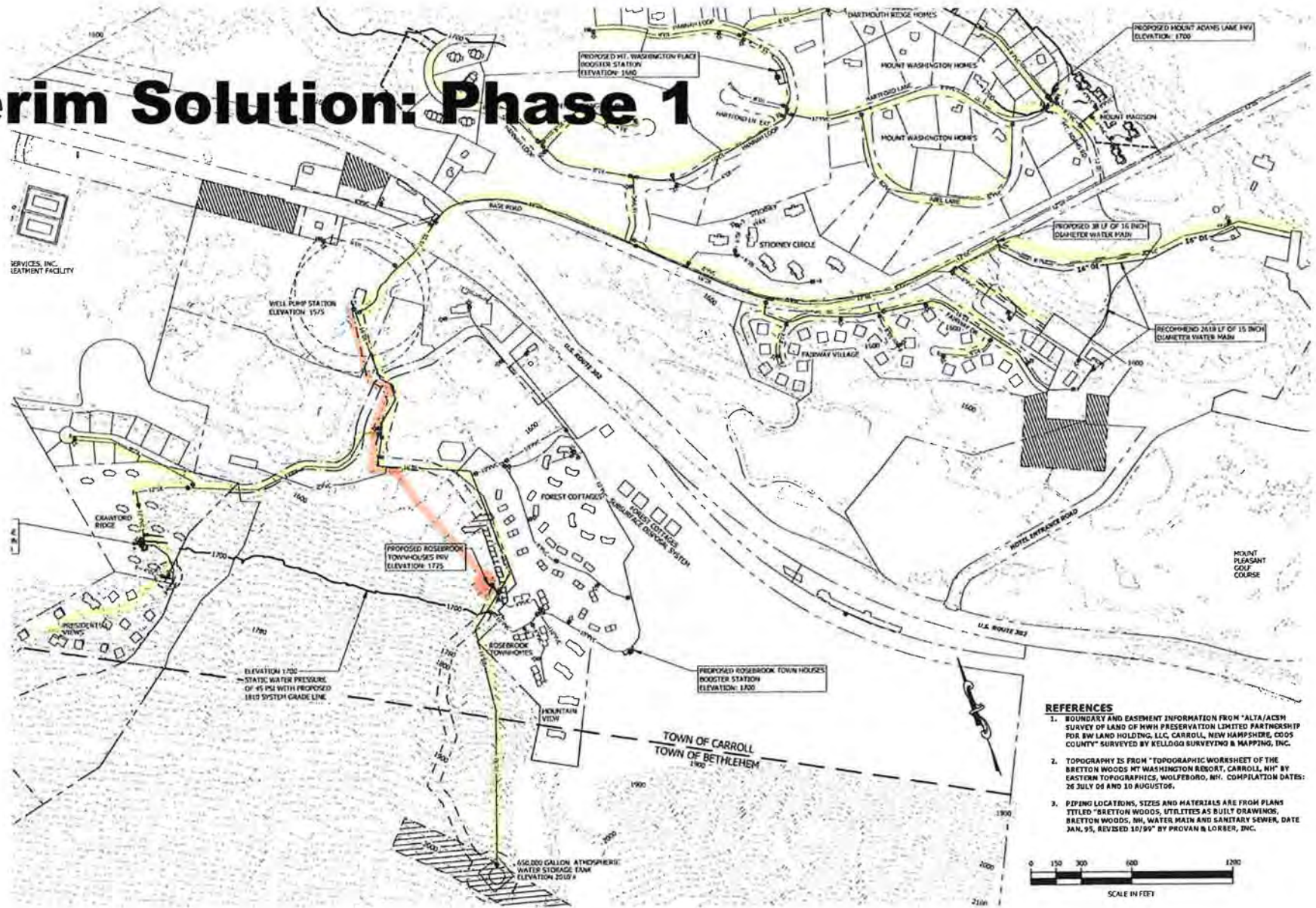
- Total project cost approximately \$2.3 M
  - Construction and testing of three booster stations
  - Water main extensions new well pumps and motors
  - New water storage tank
- Phase 1: Reduce pressure at well # 1 and well #2
- Phase 2: Replace water storage tank
- Phase 3: Reduce overall system pressure to 100 psi max



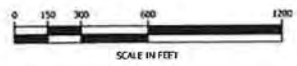
# Phase 1

- **Phase 1 project cost approximately \$940,000**
  - Reduce pressure at pump house (wells) to approximately 100 psi
  - Construct one new booster station (BPS)
  - Construct a direct transmission main from wells to new BPS
  - Maximum system pressure at OMNI and at low elevations will remain at 200 psi until next phases are implemented
  - All components installed in easements obtained from OMNI

# Interim Solution: Phase 1



- REFERENCES**
1. BOUNDARY AND EASEMENT INFORMATION FROM "ALTA/ACSM SURVEY OF LAND OF HWH PRESERVATION LIMITED PARTNERSHIP FOR HWH LAND HOLDING, LLC, CARROLL, NEW HAMPSHIRE, CROSS COUNTY" SURVEYED BY KELLOGG SURVEYING & MAPPING, INC.
  2. TOPOGRAPHY IS FROM "TOPOGRAPHIC WORKSHEET OF THE BRETON WOODS MT WASHINGTON RESORT, CARROLL, NH" BY EASTERN TOPOGRAPHICS, WOLFEBORO, NH. COMPLETION DATES: 28 JULY 08 AND 10 AUGUST 08.
  3. PIPING LOCATIONS, SIZES AND MATERIALS ARE FROM PLANS TITLED "BRETON WOODS, UTILITIES AS BUILT DRAWINGS, BRETON WOODS, NH, WATER MAIN AND SANITARY SEWER, DATE JAN. 95, REVISED 10/99" BY PROVAN & LORBER, INC.



# Benefits of Phase 1

- Postpone other improvements and associated costs while achieving the goal of reducing pressure at well
- Gets closer to final project outcome
- Phase 1 improvements can stand alone and integrate into overall project while becoming immediately used and useful.
- Immediate reduction in pump house pressure
- Reduced water hammer and high pressure concerns (at well but not in total system)
- No change in OMNI pressure or fire flow
- Allows for phased in costs (mitigate amount of rate increases)

# Total Project Cost and Phasing

- Phase 1 - Interim system improvements \$940,000 (12 months). Reduction in well house pressure.
- Phase 2 – New water storage tank \$500,000 (year 2). This will replace the existing tank.
- Phase 3 – Construction of two booster stations and other system improvements \$900,000 (years 3 and 4). Lowers system pressure to 100 psi, max. Ensures adequate fire protection pressure and flows.

# Phased Rate Increases

- Phase 1 Rate Increase 28%
- Phase 2 - TBD
- Phase 3 - TBD

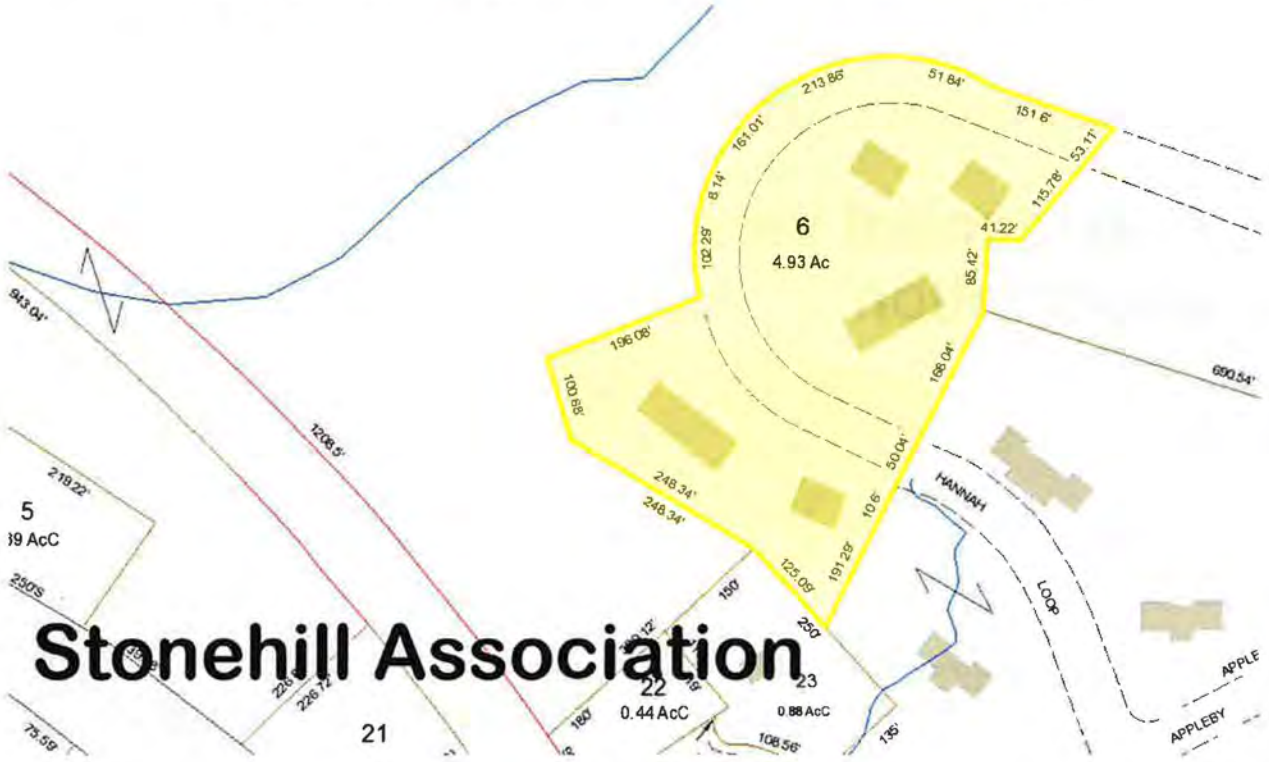
## Next Steps – Phase 1

- Obtain easements
- Design Phase 1
- PUC approval
- Phase 1 improvements over 1 construction season

Attachment B – Common Areas Defined

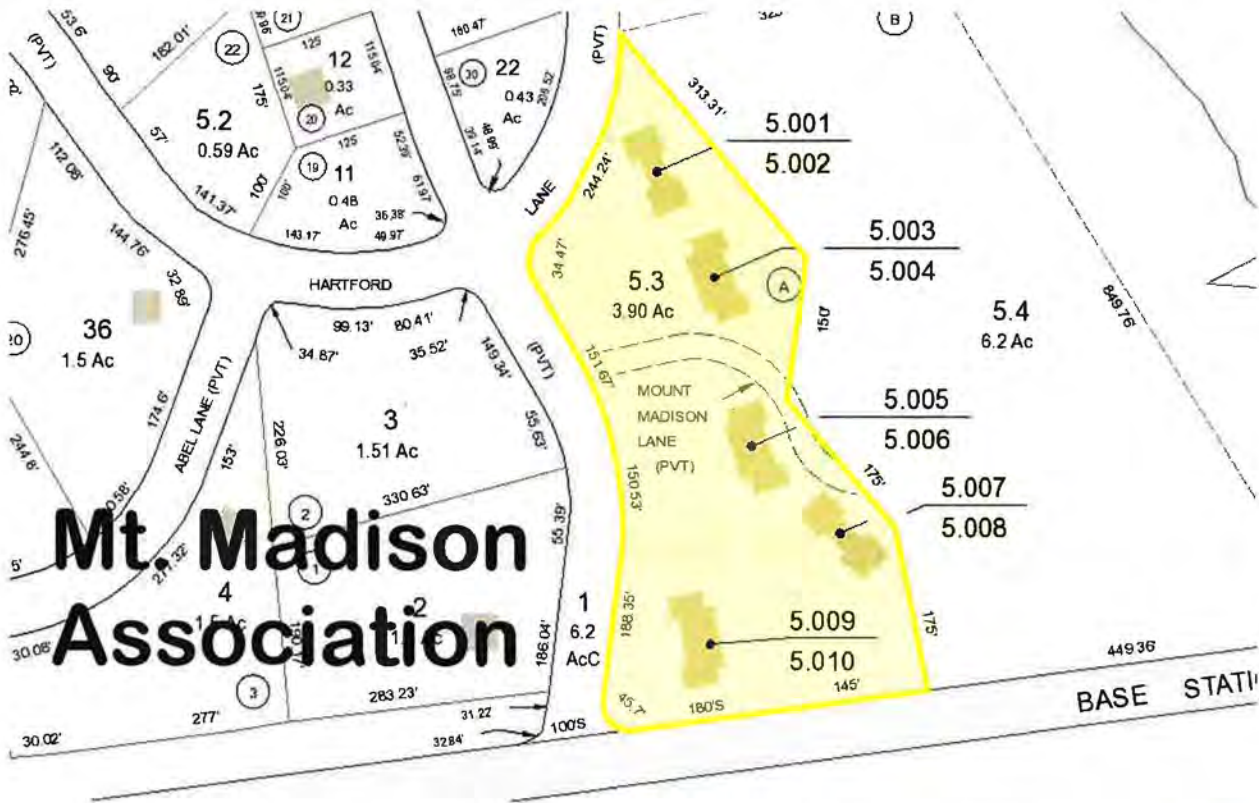


**Fairway Village Association**

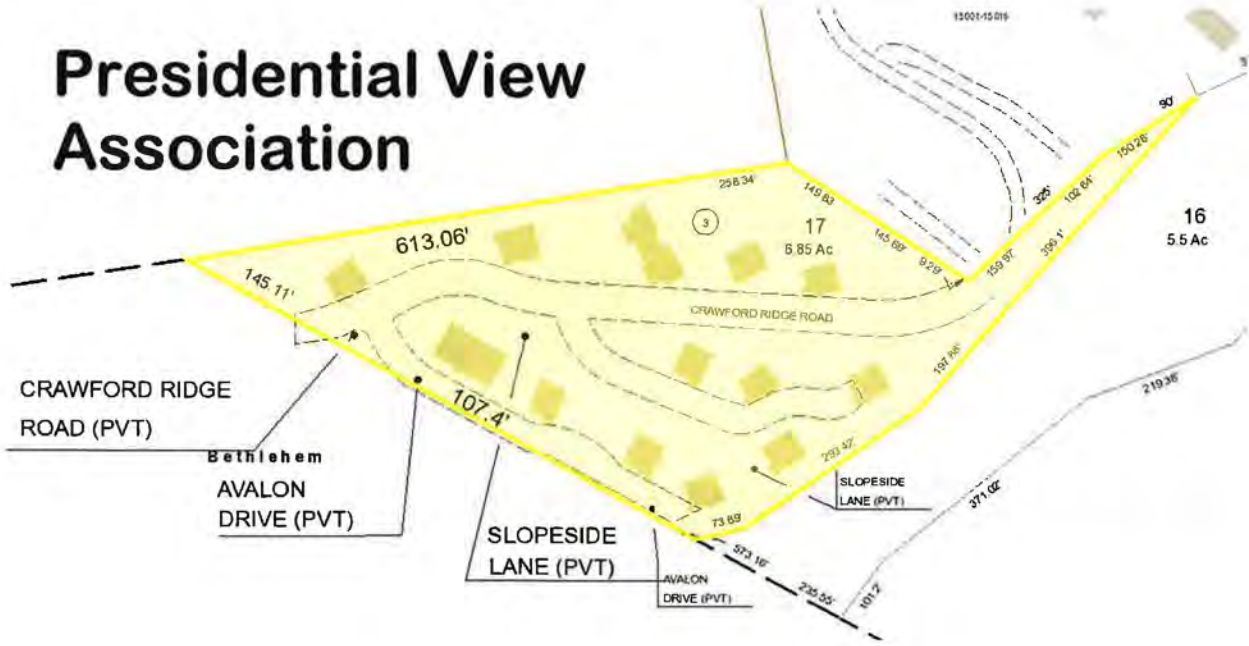


**Stonehill Association**

Attachment B – Common Areas Defined



Presidential View Association



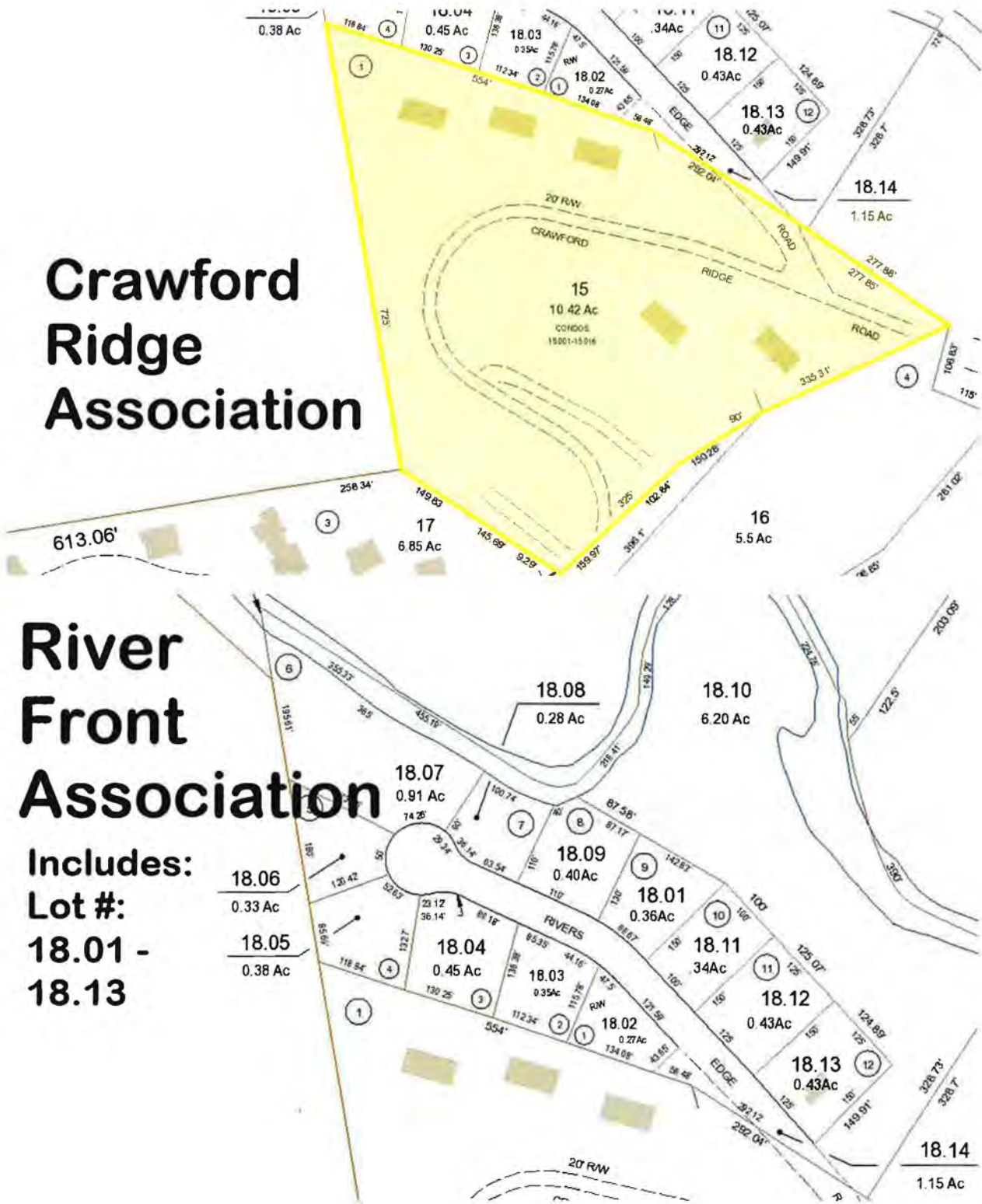


Attachment B – Common Areas Defined

**Crawford  
Ridge  
Association**

**River  
Front  
Association**

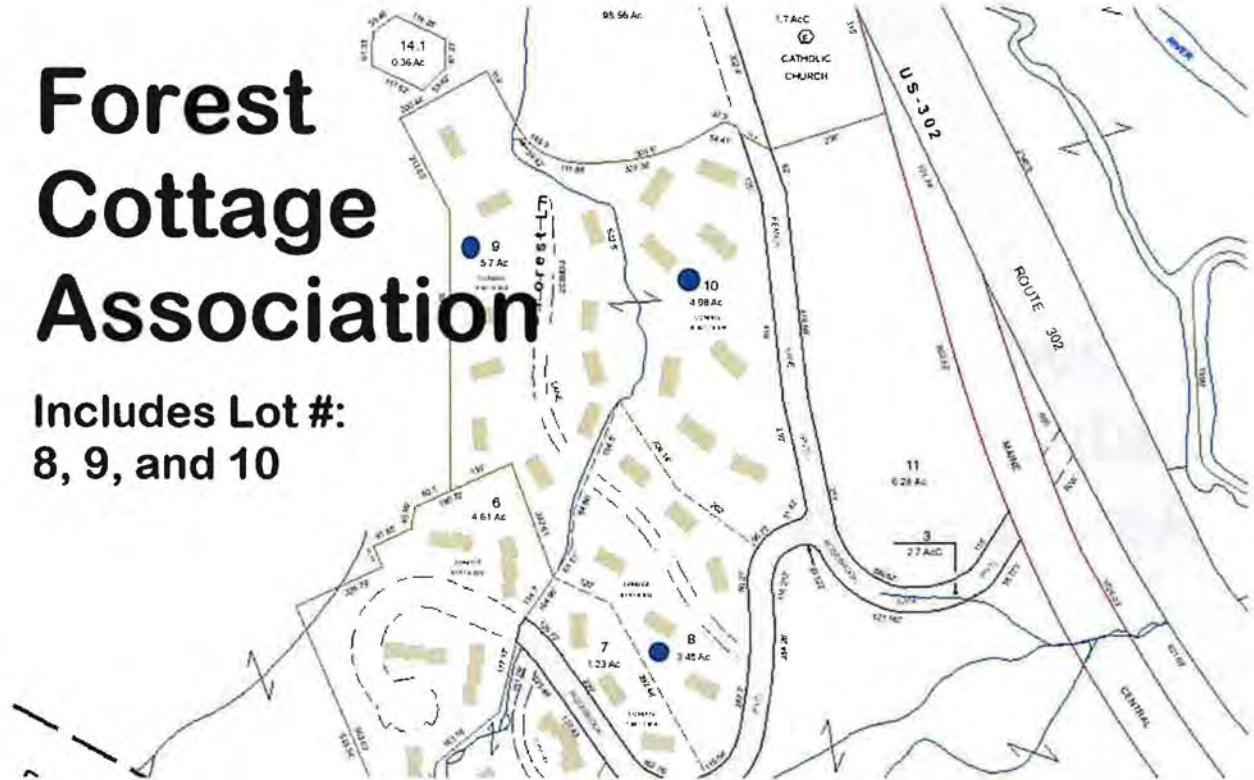
**Includes:  
Lot #:  
18.01 -  
18.13**



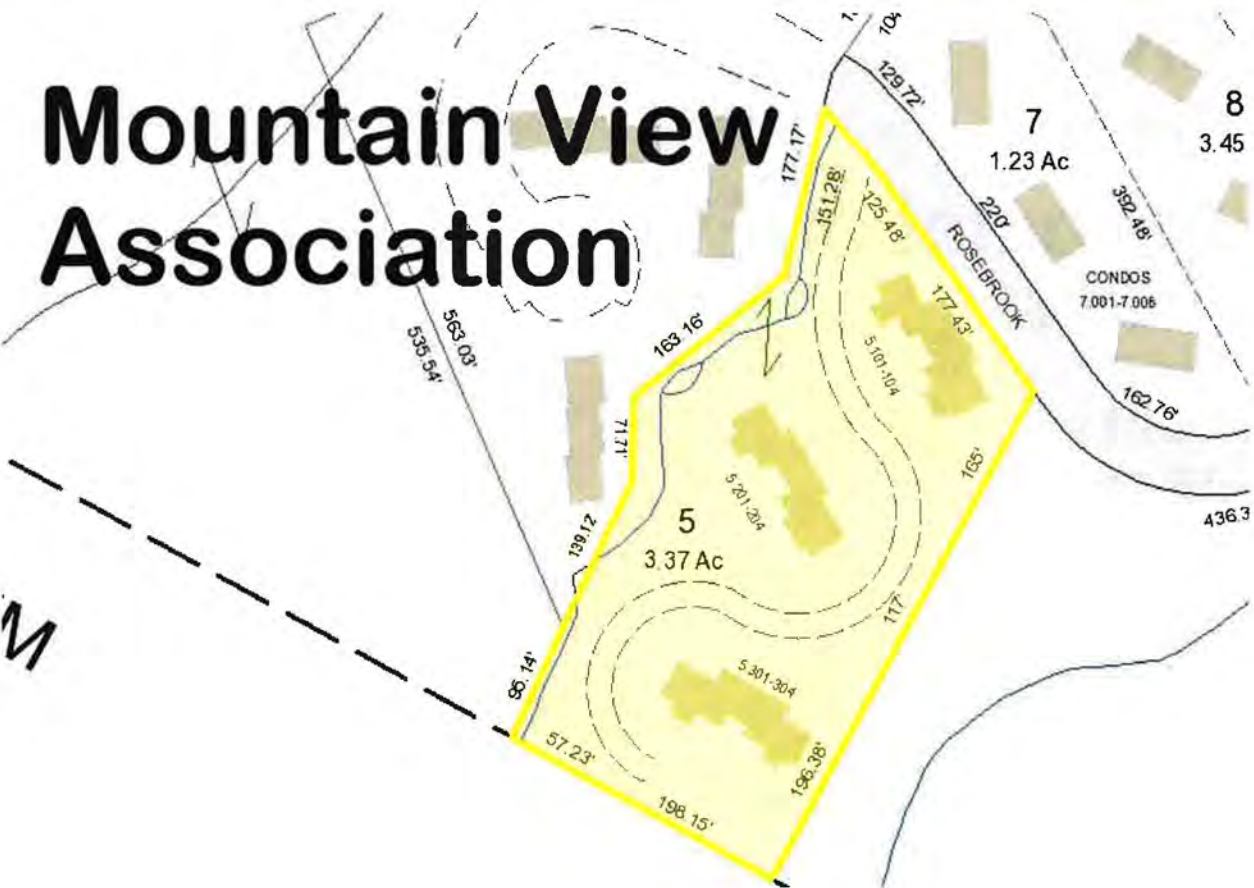
Attachment B – Common Areas Defined

# Forest Cottage Association

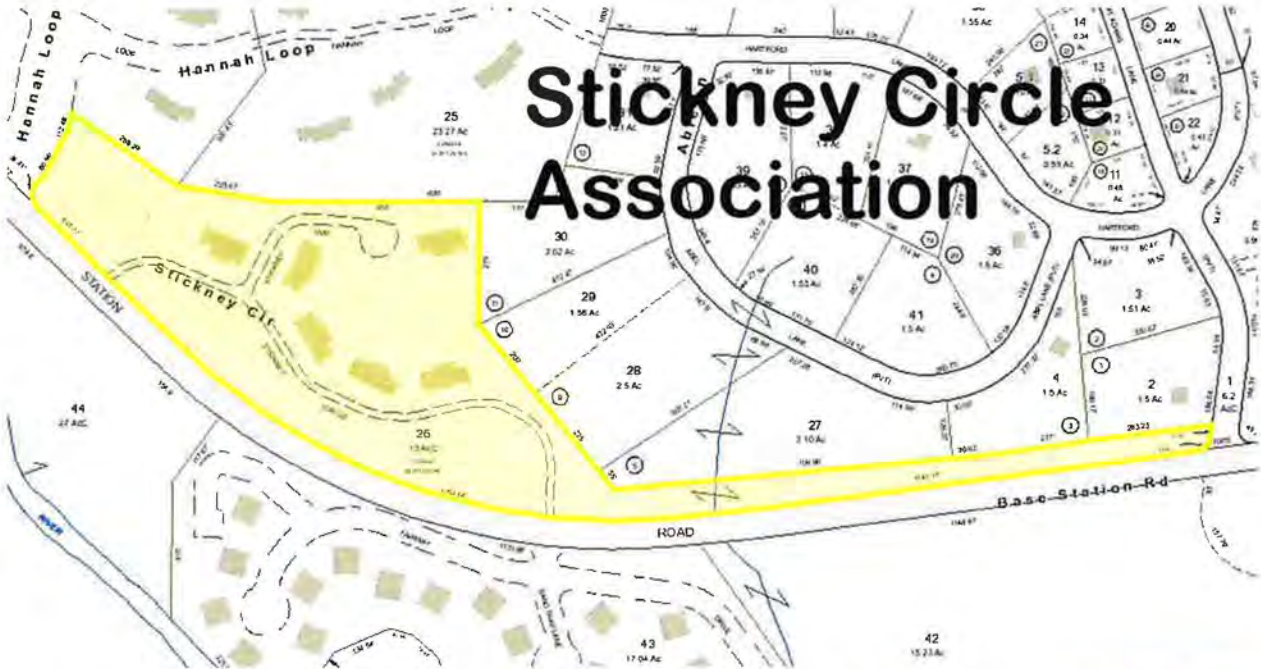
Includes Lot #: 8, 9, and 10



# Mountain View Association

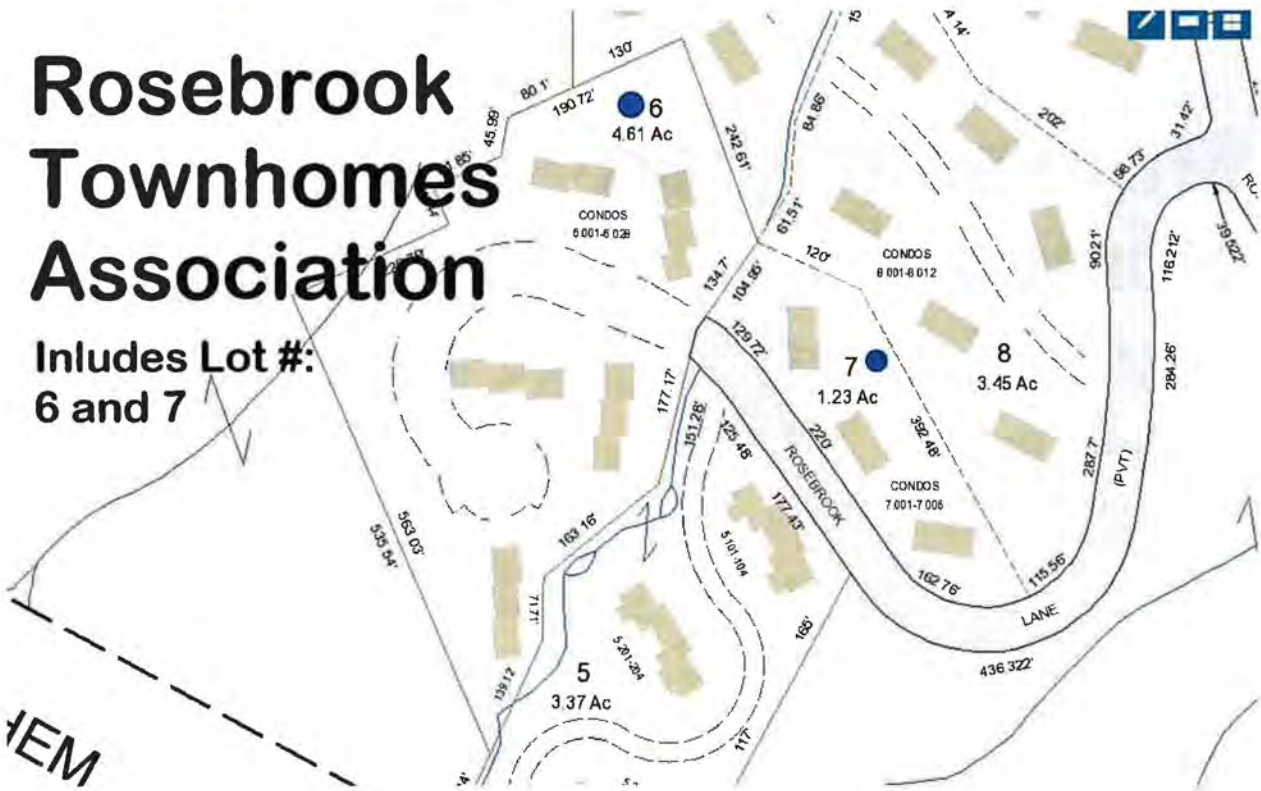


Attachment B – Common Areas Defined

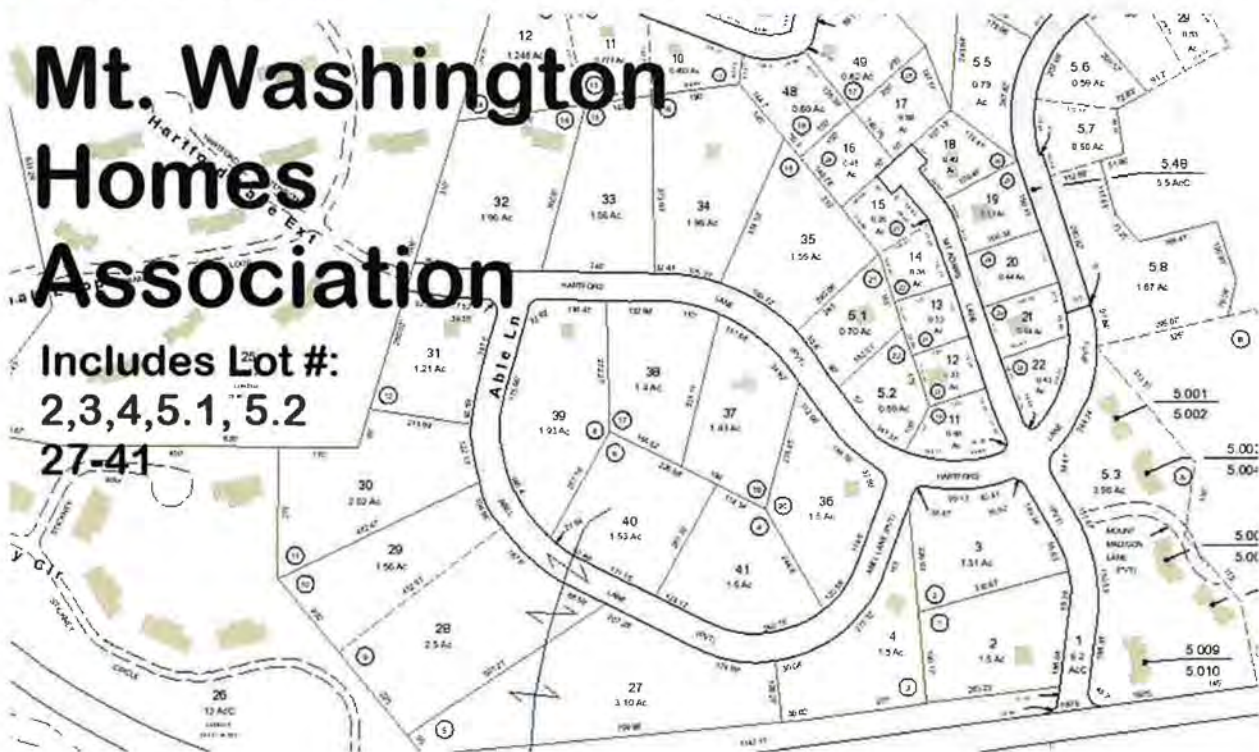


# Rosebrook Townhomes Association

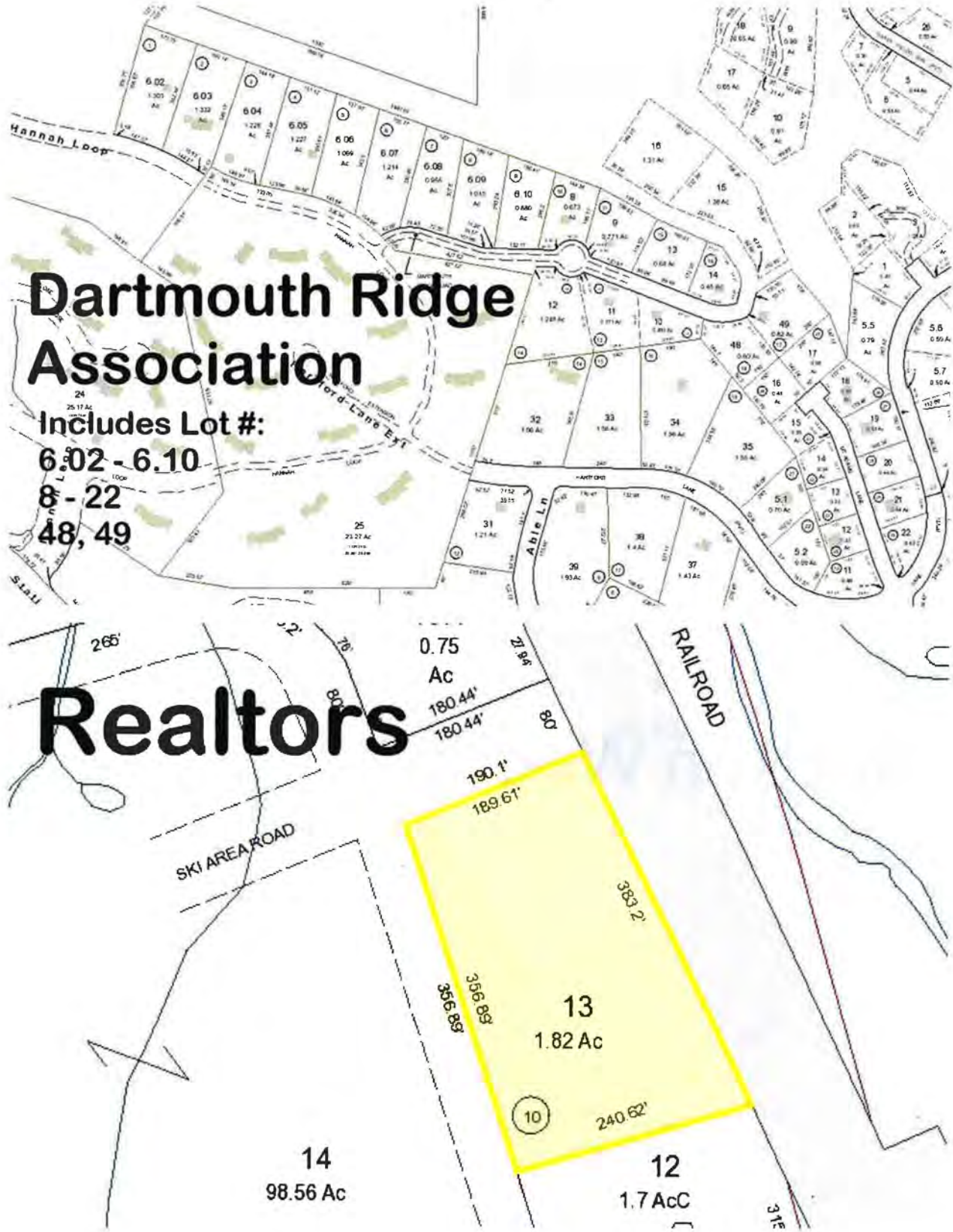
Includes Lot #: 6 and 7



Attachment B – Common Areas Defined

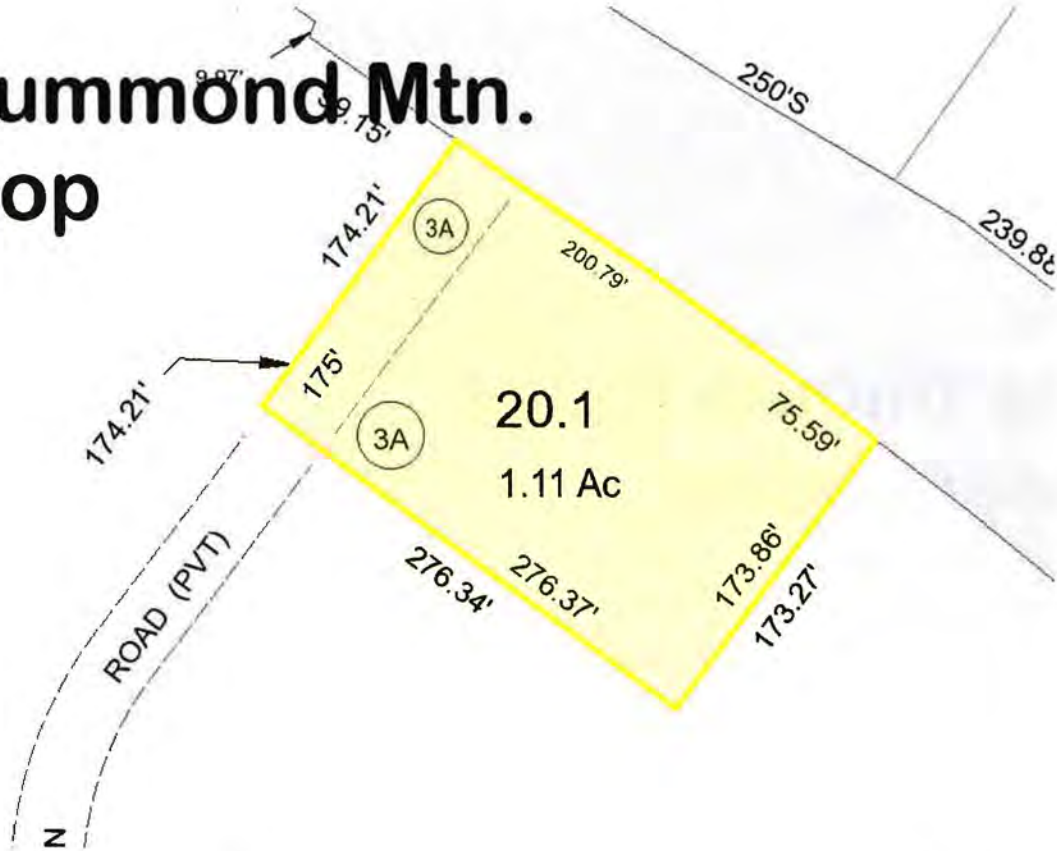


Attachment B – Common Areas Defined

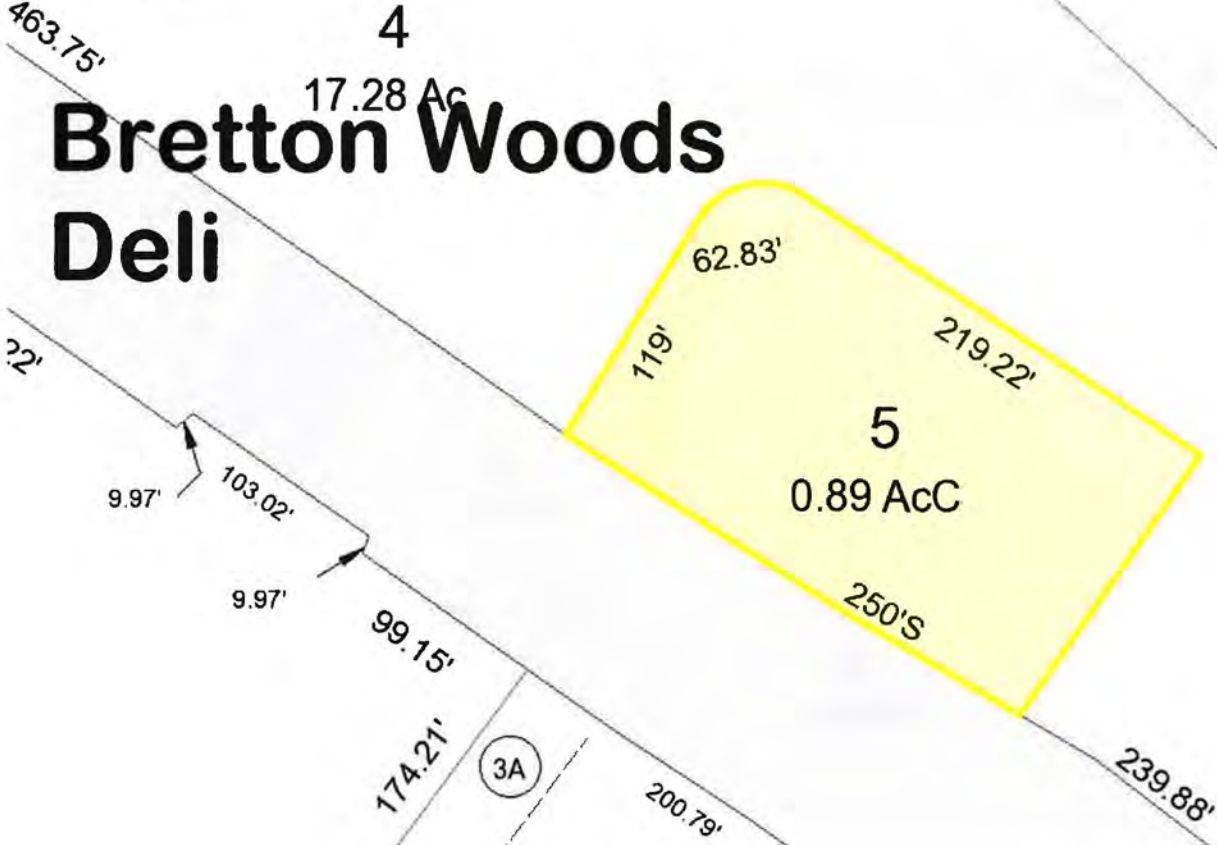


Attachment B – Common Areas Defined

# Drummond Mtn. Shop



# Bretton Woods Deli



**NHPUC NO. 1 - Water  
Abenaki Water Company, Inc.  
Carroll, NH**

**NHPUC No.1 - Water**

**ABENAKI WATER COMPANY, INC.**

**Carroll, NH**

**TARIFF**

**For**

**WATER SERVICE**

**In**

**THE STATE OF NEW HAMPSHIRE**

Issued: March 6, 2018  
Effective: August 9, 2016

Issued by:   
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 - Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.



**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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## **SERVICE AREA**

The territory authorized to be served by Abenaki Water Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the incorporated Township of Crawford's Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

## **DEFINITIONS**

**Approved backflow device** - A backflow prevention device that has been manufactured to allow for accurate testing and inspection by a Rosebrook Water Company licensed operator so as to allow verification of performance.

**Backflow** - The flow of unwanted substances into the water distribution pipes of a potable supply of water.

**Backflow prevention device** - A device that is designed to, and which in practice does, prohibit unwanted substances from flowing into the water distribution pipes of a potable supply of water.

**Bypass** - Any piping arrangement installed so that water flows around rather than through a meter, pressure reducing valve or backflow prevention device.

**Company** - Employee or Representative of Rosebrook Water Company, Inc.

**Cross-connection** - Any actual or potential physical connection between public water supply and a potential source of contamination that would allow water or contaminants to be drawn back into the water system.

**Developer** - A person or entity proposing a new subdivision or other type of development.

**Exterior shut off ('Curb Stop')** - water shut off controlled by the Company.

**Individual Connection** - a connection having a securable water supply valve that shall only be opened or closed by an employee or agent of the Company.

**Premises** - includes the building, common area, and lawns.

Issued: March 6, 2018  
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Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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## **TERMS AND CONDITIONS**

### **1. Service Pipe**

#### **a. Location.**

(1) Single Family Homes: Service pipe connections will be made in the street which is nearest to the premises served.

(2) Condominiums and Other Multi-Family Residences: One main service pipe may serve the total structure with individual connections to all units therein from a distribution manifold located on common property owned by the property owners' association.

(3) Commercial Buildings: Service pipe connections will be made in the street which is nearest to the premises served and one main service pipe may serve the total structure with individual connections to all businesses/units therein from a distribution manifold.

#### **b. Installation, Ownership, and Maintenance.**

(1) Single Family Homes: All service pipes from the main to the property line or common area including the premises exterior shut-off valve shall be owned and maintained by the Company. From the property line or common area to the premise served, the service pipe shall be installed, owned and maintained by the customer(s). Such installations shall be in a manner approved by the Company in writing prior to construction and shall be no less than 3/4 inch inside diameter. All new exterior shut-off valves shall be placed at the property line or common area.

(2) Condominiums and Other Multi-Family Residences: All service pipes from the main to the property line or common area including the unit's exterior shut-off valve shall be owned and maintained by the Company. From the property line or common area to the premises served the service pipe shall be installed, owned and maintained by the association or customer(s).

(3) Commercial Building: All service pipes from the main to the property line or common area including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the property line or common area to the premises served, the service pipe shall be installed, owned and maintained by the customer(s).

**c. Joint Use of Service Pipe Trench.** No service pipes shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault.

**d. Temporary Service Connection.** Temporary service is one installed to any building or trailer not placed on a permanent foundation or approved for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

### **2. Winter Construction**

Ordinarily, no new service pipes or extensions of main will be installed during winter conditions (when frost is in the ground generally identified as November 15<sup>th</sup> and until local road bans are lifted and frost is out of the ground) unless the customer shall defray all extra expense occasioned by such installation.

Issued: March 6, 2018  
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Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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**3. Maintenance of Plumbing**

Customers shall maintain the plumbing and fixtures within their own premises [e.g. building, common areas and lawns] in good repair, free from leaks and protected from freezing, at their own expense. Failure to do so as soon as possible after a problem is detected may result in service disconnection. Any relocation of the service pipe on customer's premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense. In no event shall the company be responsible for any damage done by water escaping from the customer-owned portion of the service line.

**4. Meters**

a. Use of Meters. All water service shall be metered. The initial meter will be provided to the developer or homeowner by the Company. Subsequent owners will not be charged for a meter.

b. Size of Meter. The size of the meter will be determined by the Company.

c. Meter Setting. The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. Owners shall install in the following order: pressure reducing valve, backflow preventer and meter, as shown on Attachment A. Owner shall contact Company prior to purchasing a pressure reducing valve to ensure it meets the Company requirement for sufficient PPSI ("psi"). Once accepted by the Company, the meter and setting shall become the property of the Company. The Company reserves the right to charge customers for all expenses involved in water hook-ups. A meter, once set, will be relocated only at the customer's expense. No meter shall be installed if the percent error of registration is greater than that allowed by commission rules.

d. Meter Boxes. When the customer fails or neglects to furnish a suitable location for a meter inside his building or where, for other reasons, it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense.

e. Testing and Repairs. The Company shall be responsible for all meter testing. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.

f. Auxiliary Meters. If additional or auxiliary meters are desired by the customer or required for showing subdivision of the supply, they shall be furnished, installed and maintained at the customer's expense.

Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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g. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fees for testing such meters will be: \$225.00 for a 5/8" meter, \$250.00 for a 1" meter or at market rate, whichever is greater. Any meter in excess of 1" will not be sent out for testing but will instead be tested in place. The cost will be \$500 for the first meter, \$300 for each subsequent meter tested on the same day at the same location - all costs for the testing of these meters will be a direct pass through to the customer. All fees are payable in advance of the test. In the event the meter so tested is found to have an error in registration in excess of three percent (3%) at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill will be adjusted based on the results of the meter tested. This correction shall apply to both over-and-under registrations.

h. The customer shall permit no one who is not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

**5. Hot Water Tanks**

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to such direct pressure installations only at the customer's risk and in no case will the Company be liable for any damage occasioned thereby.

**6. Restricted Use**

Customers shall prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing or longer than necessary for proper use. When necessary to conserve supply, the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and other non-essential water consuming equipment.

**7. Cross Connections**

No cross connection between the public water system and any non-potable supply will be allowed unless protected by a system specifically designed for this purpose and the connection is approved by the Company and by the State of New Hampshire. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the Company discovers such a connection, service will be discontinued immediately.

A protective device shall be installed wherever an approved cross connection of water systems exists and/or where a potential threat to the potability of the water system can be shown to exist. All such devices shall be located at the service entrance, and all water consumption within the premises shall pass through the protective device.

Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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The Company reserves the right to (1) require periodic inspections of customers' building or premises to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing; (2) require the purchase and installation of approved protective devices located at the service entrance to the premises as may be required to protect the potable water supply from potential cross connections; (3) require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and (4) terminate service upon failure to comply with any of the above requirements.

No interconnections with other systems shall be made unless said secondary source satisfies in all respects RSA Chapter 149 and other State laws and regulations pertaining thereto.

If a business' water usage alters the content of the water drawn off the Company system so that it could potentially contaminate the water purity if it flowed back into the system, the Company will require a cross connection backflow preventer. Examples include but are not limited to: soda foundations, coffee makers connected to the water supply, ice makers, bars, spas and pools. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company. A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested since the Company merely serves as the agent to arrange for testing to be done. Reduced pressure type devices will be tested twice each year as required by NH Code of Administrative Rules, Env-WS 364 Backflow Prevention. Double check valves will be tested annually.

**8. Tampering**

All exterior valves, grates, shutoffs, standpipes, hydrants, meters, and all other Company property shall not be opened, or closed, or tampered with in any way by any person other than an authorized employee of the Company or as authorized by the Company.

(1) Valves must not be paved over in roadways.

(2) Shut offs must be accessible, clear of trees, bushes and mulch and a distance of not less than 4 feet from the building.

(3) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.

(4) Bypasses are prohibited except where approved by the Company. If necessary to have one, owner must install in a location specified by the Company.

**9. Company Liability**

a. The Company will not be responsible for any damage by shutoffs in the mains or service pipes because of shortage of supply, repairs or construction or for other reasons beyond the control of the Company.

b. The Company will not be responsible for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates, valves or hydrants, or any other cause due to no lack of reasonable care on the part of the Company.

Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

**Original Page 6**

c. The Company will not be responsible for indirect or consequential damages caused by a lack of water or by leaks in the Company's mains, pipes or fittings.

**10. Landscape Repairs on Condominium Property**

The Company will replace or repair landscaping or paving required by the Company's repairs to mains, piping and fittings located on condominium property if the Company's actions necessitated those repairs. The Company will not be liable for those landscaping or paving repairs which were required as a result of homeowner or association damage or alterations. Landscaping replacements will be similar to those installed by the developer of similar units.

**11. Customer Responsibility**

Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode, unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

**12. Deposits** The company policy will comply with section 1203.03 of the commission rules.

**13. Payment for Service**

a. Water service invoices will be billed monthly by the company to the customer for any usage and base charge and any applicable fee or surcharge for services rendered for the previous month in accordance with the "Terms of Payment" specified in the applicable rate schedule. Payments are due and payable within thirty (30) days from the date the bill was rendered.

b. Disconnection for Non-Payment. Service may be interrupted or discontinued for nonpayment sixty (60) days or per current ruling from the date the bill was rendered provided a fourteen (14) day written notice has been given, per PUC 1203.11 of the commission rules.

c. Penalties and Charges. Interest shall be charged at eleven percent (11 %) on all bills where payment is not received by the Company within thirty days (30) of the due date printed on the bill, until payment is received.

**d. Non-water Rates:**

Shut-off certified notice - \$15.00

Service Re-Connection - \$100.00

Penalty for Non-sufficient funds - \$35.00

Pre-disconnection payment at premises - \$40.00

Service Connection Charge - \$100.00

Customer-requested meter testing - Depends on size of meter: see section 4.h.

Back-flow preventer testing - actual expense to Company

All non-water rates are subject to adjustment in order to recoup any cost to the Company.

Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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**14. Applications for Service**

Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, the occupant must present to the Company a permit in writing from the owner of the premises authorizing the company or the Company's agent to enter the premises and do the necessary work. Whether or not a signed application for service is made by the customer and accepted by the Company, the rendering of service by the Company and its use by the customer shall be deemed a contract between the parties and subject to all provisions of the tariff applicable to the service.

**15. Disconnection of Service**

Service may be disconnected without notice to a residential or non-residential customer if the commission is notified by the utility within 48 hours of the disconnection and one of the following conditions exists:

- a. The customer has obtained utility service in an unauthorized manner or used utility service fraudulently
- b. The customer has clearly abandoned the property as demonstrated by the fact that the service address premises have been unoccupied and vacant for a period of 60 calendar days
- c. A condition dangerous to the health, safety or utility service of others exists
- d. Clear and present danger to life, health or physical property exists
- e. Tampering with Company property or not maintaining customer's property to allow ease of access for Company personnel
- f. For vacancy as defined in PUC 1203.11.
- g. For cross-connecting the Company's service pipe with any other supply source (section 7).

**16. Vacancy of Premises**

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

**17. Service Re-Connection Charge**

A charge of one hundred dollars (\$100.00) will be made when service is re-established following disconnection for any reason.

**18. Right of Access**

As a condition of water service, any authorized Company representative shall have the right to enter upon, and be permitted access to, the premises served at any reasonable time under the circumstances to inspect, maintain, repair or replace any utility property used to supply water; to set, read, remove, replace or repair meters; and to ensure these terms and conditions.

Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

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**19. Penalty for Bad Checks**

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge of thirty-five (\$35.00) or the actual administrative cost of recovery, whichever is greater, may be imposed.

**20. Collection Policy**

Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a charge of forty dollars (\$40.00) will be imposed.

**21. Main Pipe Extensions/Initial Connection/New Service**

A written, general plan or proposal for extensions of water mains and associated facilities to serve new customers will be reviewed and subject to approval by the Company for the proposed subdivision or development at the developer's sole cost and expense. Once approved, construction plans and specifications for the proposed extension of mains and additions to valves, fittings, hydrants, pumps or other facilities shall be prepared by the Company in accordance with industry standards and local, state and federal regulations. The developer's proposal and requirements are subject to review and approval by the company's engineer before it is incorporated into the final plan. The developer shall also reimburse the Company for its costs to prepare agreements, review engineering plans and inspect the new facilities.

Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.



**NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH**

**Second Revised Page 9  
Superseding Temporary First Revised Page 9**

GENERAL SERVICE - METERED  
Rate Schedule - "GM"

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

RATES-MONTHLY:

The rate for metered service shall include a monthly charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<u>Size of Meter</u>	<u>Monthly Charge</u>
5/8"	\$15.00
5/8"x3/4"	\$15.00
1"	\$49.48
2"	\$201.40
3"	\$438.58
6"	\$1,756.15

QUANTITY OF WATER USED:

Per 1,000 gallons      \$6.27

MINIMUM CHARGE:

The minimum charge will be the monthly charge per customer unit based upon the size of the meter.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered monthly and are due and payable within thirty (30) days from the date the bill was rendered.

Issued: December 28, 2018  
Effective: January 1, 2019

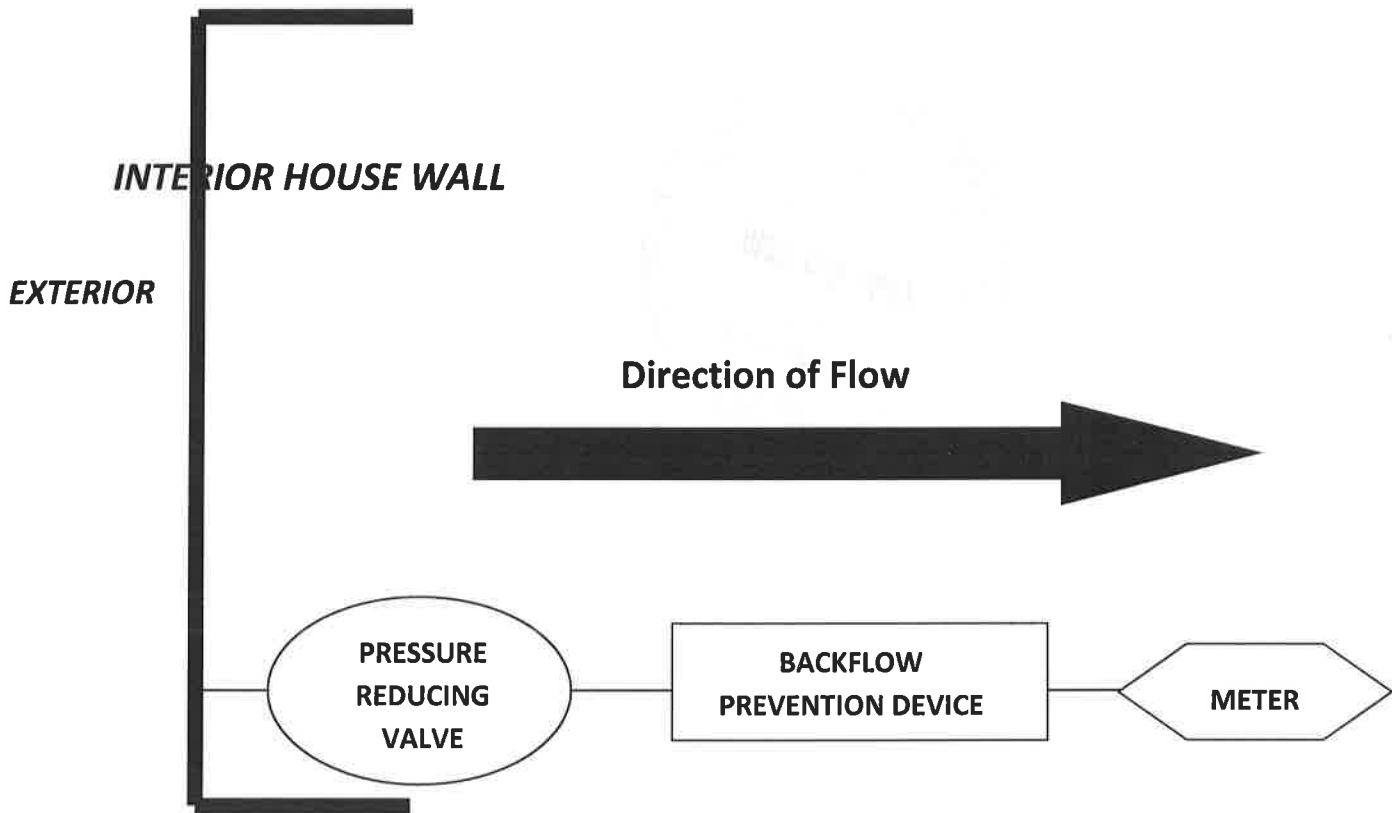
Issued by: Pauline M. Doucette  
Title: President

Authorized by NHPUC Order No. 26,205 in DW 17-165 dated December 27, 2018.

NHPUC NO. 1 – Water  
Abenaki Water Company, Inc.  
Carroll, NH

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**Attachment A: INSTALLATION SEQUENCE**



Issued: March 6, 2018  
Effective: August 9, 2016

Issued by: Donald Vaughan  
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 DW 16-448 dated August 9, 2016.

Abenaki Water Company  
Docket N. DW 19-131  
Staff Data Requests Set 1 – to ABENAKI

Date Request Received: 02/03/20  
Request No. Staff 1-7

Date of Response: 02/18/20  
Witness: Donald Vaughan & Steve St. Cyr

---

**REQUEST: RE: Abenaki Supplemental Reply to Omni Complaint, Paragraph 4.**

Abenaki refers to “the 8-inch *line* from Base Road to the hotel” claiming that the pipe is not a main owned by the Company, but a typical service line owned by the customer. (emphasis added). Does Abenaki currently own any water systems that have similarly situated infrastructure in which a pipe of that magnitude is a service “line” rather than a “main?” Specifically, do any other systems encompass a pipe of that size, or larger, and at that approximate length, that is owned by the customer and not included in Abenaki’s rate base? Please provide supporting documentation and evidence if it is an affirmative answer.

**RESPONSE:**

(a) Yes.

(b) The length of the line does not determine whether it is a service or transmission/distribution main. Nor does the size of the service line mean that it is a transmission/distribution main. The size of a customer’s service line is determined from flow needs. The NHDES Env-DW 407.01 requires public water systems to adhere to the AWWA standards which in turn incorporate the NFPA standards. Per the NFPA definition of a private fire service main, as discussed in Staff 1-20, the service line is on private property, and is accordingly classified as a private line. Service lines 8-inches or larger are not unique to the Mount Washington Hotel resort area.

As the Commission and Staff are aware, Abenaki-owned systems are generally smaller systems comprised of primarily residential housing, and the service lines of those systems are not of the magnitude of the pipe that serves the hotel resort complex. An example of a combined private fire service main (see Staff to Abenaki 1-20 regarding private fire service main) on the Rosebrook System is the base lodge at the Bretton Woods Ski Area. The base lodge has a 6-inch line that serves the building and is not included in Abenaki’s rate base.

Further, a transmission/distribution main differs from a service line in that it does not dead-end, like the hotel line does.

In addition, Abenaki’s parent company, the New England Service Company (NESC), owns and operates Valley Water Systems (VWS) in Plainville, Connecticut. There are many examples of buildings on the VWS system that have private fire service/combined service that requires 8-inches in size:

Address:

10 Farmington Valley, Plainville, CT  
72 Northwest Drive, Plainville, CT  
87 Spring Lane, Plainville, CT

Service Size:

8-inch private fire service main; 2-inch domestic service  
8-inch private fire service main  
8-inch private fire service main; 6-inch domestic service

Abenaki Water Company  
Docket N. DW 19-131  
Staff Data Requests Set 1 – to ABENAKI

Date Request Received: 02/03/20  
Request No. Staff 1-20

Date of Response: 02/18/20  
Witness: Robert Gallo, P.E.

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REQUEST: The following is a water infrastructure definition from Mueller Water Products (Attachment G):

“Service Line - The smaller diameter piping that connects to the water or natural gas main and carries potable water or natural gas to the end user's location. For water the line is typically made of copper or PVC or polyethylene (PE) plastic. For gas the line is normally steel or high density polyethylene plastic.”

Please provide conclusive evidence that the 8” ductile iron main discussed as the ‘the 8” water main off of Base Road that serves the Mount Washington Hotel’ was not originally installed as a transmission or distribution main.

RESPONSE:

Partial Objection:

As noted in Abenaki’s objection dated February 13, 2020 to Staff, Staff is requesting Abenaki to provide either “clear evidence” or “conclusive evidence”. These standards are not evidenced in the Commission’s rules. Further, the Commission’s rules state that “the party seeking relief bears the burden of proving the truth of any factual proposition by a preponderance of the evidence.” Puc 203.25 and RSA 541-A:30-a, III (d). It would be inconsistent with this rule as well as State equal protection and due process laws to hold the respondent, Abenaki, to a higher standard than the petitioner in this proceeding. For this reason, Abenaki objects to responding to the data requests at a burden higher than “preponderance of the evidence.”

See also Abenaki’s response to Staff 1-14 and the Bretton Woods Water Company tariff from 1974. See also Abenaki’s response to Staff 1-7.

The Provan & Lorber, Inc. system mapping, dated January of 1995, shows the 8” line entering the building. See Attachment 1-20. Transmission and distribution mains do not enter buildings, as they are intended to move water throughout the water system, and not to a single structure. Here, the line is connected to the transmission/distribution main at Base Road.

Mueller Water Product is not organization that develops standards and codes that govern the domestic/fire protection water industry. They are not a recognized industry standard. Further Mueller’s definition of a service line is not entirely correct. Service lines can significantly range in size based on the demand of the use. Single family homes typically have “smaller diameter piping”, while larger service sizes for uses, like the hotel, are dependent on the demand of the use. A user that requires higher flow rates, based on demand, will, accordingly, require a larger service line in order to deliver flows without significant head loss or line velocities. Additionally, it cannot be presumed that service lines are always smaller than the transmission/distribution main size. In some cases, a “size-on-size” connection is made where

the service and transmission/distribution main are the same size. Finally, the 8” pipe serving the resort complex also serves as the fire protection line for the hotel.

The National Fire Protection Association (NFPA) Standard 24 (NFPA 24) classifies the 8” line as a “private fire service main”. Per section 3.3.13 of NFPA24, a private fire service main is:

“[a] private fire service main, as used in this standard, is that pipe and its appurtenances on private property” that is “between a source of water and the base of the system riser for water-based fire protection services...”.

Here, the private fire service main is located on the resort complex’s private property.

Per section 5.2 of NFPA 24, “Sizes of Fire Mains”, subsection 5.2.1 “Private Fire Service Mains”, states: “hydraulic calculations shall show that the main is able to supply the total demand at the appropriate pressure.”