

BIANCO PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

18 CENTRE STREET

JAMES J. BIANCO, JR.

LISA A. RULE

ANNA M. ZIMMERMAN

ROBERT L. BEST

CONCORD, NEW HAMPSHIRE 03301-6315

THOMAS P. COLANTUONO
OF COUNSELTELEPHONE
603-225-7170TELECOPIER
603-226-0165TOLL FREE
800-262-8112

August 4, 2010

Carl J. Thibodeau, Chairman
Conway Village Fire District
Board of Commissioners
128 West Main Street
Conway, NH 03818

Re: Lamplighter Mobile Home Park, LP- Water service

Dear Chairman Thibodeau:

As you may know from our earlier correspondences, our office represents Lamplighter Mobile Home Park, Limited Partnership (LMHP). I write at this time in regard to water service for LMHP residents. As you may know, there is a statute in New Hampshire that allows manufactured housing park operators that are currently being billed for a utility service for the entire park to install utility meters on the individual homes and shift responsibility for billing the park tenants to a utility, such as the Conway Village Fire District (CVFD). See RSA 205-A:6, II, and the NH Supreme Court case captioned: Schiavi v. City of Rochester, 152 NH 487 (2005). A copy of this statute and Court decision is enclosed for your ready reference.

Pursuant to that statute and Court case, please accept this correspondence as notice that LMHP intends to shift responsibility for billing of water service to CVFD. The statute requires my client to perform and pay for all steps reasonably necessary to effectuate the conversion in billing. Accordingly, we would like to set up a meeting with the CVFD Commissioners or their designee in order to determine what steps need to be taken in order to have CVFD initiate billing the LMHP residents directly for their water service.

For reference, LMHP has already installed individual water meters and curb-stop shutoff valves on each lot within the park, and can provide information on the location of these fixtures at your request. In our experience, this typically fulfills

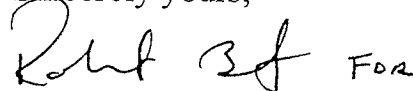
Carl J. Thibodeau, Chairman
Conway Village Fire District
Board of Commissioners
August 4, 2010
Page 2

the majority of the "steps reasonably necessary" to effect the conversion. In addition, we can provide you with a mailing list for the residents in the park if this is helpful. If there are additional steps that are reasonably necessary in order to implement this request, we look forward to discussing them with you.

In anticipation of your potential concern regarding the possibility that CVFD might be compelled to take responsibility for the water infrastructure or maintenance within the park, please be aware that this is not what we are requesting, nor what the statute allows. LMHP will continue to own and maintain the park's water infrastructure. All that the statute requires is that the CVFD bill the individual residents for their water service, instead of billing the LMHP.

Please contact me at your convenience regarding this request. I look forward to hearing from you regarding a time and date that we can meet with you or a representative of the CVFD in order to begin this process, and complete it as expeditiously as possible.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James J. Bianco, Jr.", followed by the word "For" in a smaller, less legible script.

James J. Bianco, Jr.

JJB/rlb

Enclosures

cc: Janine Bean, CVFD Commissioner
Joseph Quick, CVFD Commissioner
Greg Quint, CVFD Superintendent
Blaine Burnett, LMHP, LP

TITLE XVII HOUSING AND REDEVELOPMENT

CHAPTER 205-A REGULATION OF MANUFACTURED HOUSING PARKS

Section 205-A:6

205-A:6 Fees, Charges, Assessments. –

I. A manufactured housing park owner or operator shall fully disclose in writing all terms and conditions of the tenancy including rental, utility and service charges, prior to entering into a rental agreement with a prospective tenant. No charges so disclosed may be increased by the park owner or operator without an explanation for the increase and specifying the date of implementation of said increase, which date shall be no less than 60 days after written notice to the tenant. Nothing in this section, however, shall be construed to permit a park owner or operator to vary the terms of written or oral rental agreement without the express written consent of the tenant.

II. In the event that a park owner or operator shifts responsibility for payment of water, sewer, or any other utility service to the tenant, the park owner or operator shall be responsible for the cost incurred in the conversion, including the cost of installation of utility meters, if any, on each manufactured home in the park, except as permitted by the public utilities commission pursuant to RSA 374 and RSA 378. After such a conversion, manufactured housing park tenants shall be billed directly by the utility for the use of such services.

III. Any park owner or operator who is billed as a single entity for any utility service shall be prohibited, on and after the effective date of this paragraph, from charging manufactured housing park tenants an administrative fee in relation to such utility service, except as permitted by the public utilities commission pursuant to RSA 374 and RSA 378.

Source. 1973, 291:1. 1983, 230:18. 1994, 314:2, eff. Aug. 7, 1994. 1996, 127:1, eff. July 20, 1996.

NOTICE: This opinion is subject to motions for rehearing under Rule 22 as well as formal revision before publication in the New Hampshire Reports. Readers are requested to notify the Reporter, Supreme Court of New Hampshire, One Noble Drive, Concord, New Hampshire 03301, of any editorial errors in order that corrections may be made before the opinion goes to press. Errors may be reported by E-mail at the following address: reporter@courts.state.nh.us. Opinions are available on the Internet by 9:00 a.m. on the morning of their release. The direct address of the court's home page is: <http://www.courts.state.nh.us/supreme>.

THE SUPREME COURT OF NEW HAMPSHIRE

Strafford

No. 2004-805

JOHN SCHIAVI & a.

v.

CITY OF ROCHESTER & a.

Argued: June 22, 2005

Opinion Issued: July 29, 2005

Bianco Professional Association, of Concord (James J. Bianco, Jr. and Melinda E. Dupre on the brief, and Mr. Bianco orally), for the petitioners.

Wensley, Wirth & Azarian, P.L.L.C., of Rochester (Danford J. Wensley and Dianna J. Parker on the brief, and Mr. Wensley orally), for the respondents.

Galway, J. The petitioners, manufactured housing park owner John Schiavi and housing park residents James Barker and William Watson, appeal an order of the Superior Court (Mohl, J.) denying their petition for a writ of mandamus requiring the respondents, the City of Rochester (City) and Melodie Esterberg, Commissioner of Public Works, to: (1) comply with RSA 205-A:6, II and begin direct billing for each individual housing park resident's water and sewer usage; and (2) make available all appropriate deductions and exemptions to the individual residents' water and sewer bills. We vacate and remand.

Tara Estates housing park, a community in Rochester for persons fifty-five years of age and older, was licensed as a manufactured housing park in 1986. Schiavi has owned and operated Tara Estates since 1991. The residents own their homes but rent the lots upon which the homes are placed.

During the approval process for establishing Tara Estates, Schiavi's predecessors in interest entered into an agreement with the City for the extension of municipal water and sewer lines to the park. The attorney representing the park stated during the application process that all work done off-site, leading up to the park, would be under the auspices of the City. Specifically, the City would have the right to review the design, inspect the work, and take final acceptance and title to it, and have a bond to make sure that the work was done properly. In addition, the attorney represented that onsite improvements, including sewer and water lines, would be the responsibility of Tara Estates or its successors and of the individual lot lessees. Further, onsite improvements would be designed according to the City's standards. The

City granted a license to Tara Estates, which constituted a contract with the City, in 1986.

Pursuant to RSA chapter 38, the City established and operates a "municipal water utility" called Water Supply Works (Utility), as part of the Rochester Department of Public Works. The Utility provides water and sewer services to its customers, and City residents receive quarterly bills for water services.

The City automatically discounts the water bills of any residential customer who qualifies for an "elderly exemption" under the customer's real estate taxes. Additionally, the City offers a deduction meter, which reduces the amount charged to a customer for water that does not enter the sewer system, such as water used for watering lawns and gardens, washing cars, and filling swimming pools.

Tara Estates has received water service from the Utility measured by a single master meter since 1986. The City bills Schiavi directly for the water services for the entire park. In 2001, Schiavi, at his own expense and without permission from the City or the Utility, installed individual meters on each manufactured house in the park. Schiavi requested that the City directly bill the residents individually, but it has continued to send him a single bill for water usage, requiring Schiavi to determine each resident's share of the bill. The City's refusal to bill the residents directly resulted in the filing of this petition for writ of mandamus.

The petitioners contended below that the residents have a legal right to be billed directly by the utility provider after a conversion pursuant to RSA 205-A:6, II has occurred. RSA 205-A:6, II (2000) provides:

In the event that a park owner or operator shifts responsibility for payment of water, sewer, or any other utility service to the tenant, the park owner or operator shall be responsible for the cost incurred in the conversion, including the cost of installation of utility meters, if any, on each manufactured home in the park, except as permitted by the public utilities commission pursuant to RSA 374 and RSA 378. After such a conversion, manufactured housing park tenants shall be billed directly by the utility for the use of such services.

The trial court concluded that "the statute, as intended by the legislature, is meant to regulate solely the relationship between mobile home park tenants and owners, and has no effect on utility providers, municipal or private." We disagree.

To the extent that a dispute raises a new issue of statutory interpretation, we begin our inquiry with the examination of statutory language. Appeal of Pinetree Power, 152 N.H. ___, ___, 871 A.2d 78, 81 (2005). In matters of statutory interpretation, we are the final arbiter of the intent of the legislature as expressed in the words of the statute considered as a whole. In the Matter of Jacobson & Tierney, 150 N.H. 513, 515 (2004). We ascribe the plain and ordinary meanings to the words the legislature used. Nilsson v. Bierman, 150 N.H. 393, 395 (2003). Because interpretation of a statute is a question of law, we review the trial court's decision de novo. Town of Acworth v. Fall Mt. Reg. Sch. Dist., 151 N.H. 399, 401 (2004).

Pursuant to RSA 205-A:6, II, a park owner has the ability and the right to shift responsibility for the payment of certain utilities from himself to the tenants. Once the right to shift payment responsibility has been exercised, the park owner is responsible for the cost incurred in the steps reasonably necessary for the utility to implement that shift. Those reasonably necessary steps constitute the "conversion" from the utility's billing the park owner to its direct billing of the housing park tenants. Once the steps reasonably necessary for the shift in billing have been identified, it is the park owner's burden to effectuate and pay for those steps. When the park owner has met that burden, the "manufactured housing park tenants shall be billed directly by the utility for the use of such services." RSA 205-A:6, II (emphasis added). Generally, the use of the word "shall" in a statutory provision is a command, requiring mandatory enforcement. Franklin v. Town of Newport, 151 N.H. 508, 510 (2004). We disagree, therefore, with the trial court's conclusion that the legislature intended the statute to regulate only the relationship between the manufactured housing park tenants and

the owner.

The trial court also erred in reasoning that because Schiavi currently pays the utilities bills, he has not shifted the payment responsibility to the residents. Our review of the record indicates that Schiavi does, in fact, determine each tenant's share of the total utility bill by his own reading of the installed meters. He then, for a charge, submits this information to a third party, which processes it, and he then charges each tenant accordingly. Although Schiavi continues to make final payment of the utility bill, it is simply because of the City's refusal to bill the tenants directly, not because Schiavi has failed to shift responsibility.

The trial court's interpretation of the statute was an error of law. As such, we vacate its denial of the petitioner's writ and remand.

Although the statute defines neither a shift in payment responsibility nor a conversion, the language clearly empowers the park owner or operator to shift the payment responsibility to the tenants. See RSA 205-A:6, II. In addition, the statute states that "the park owner or operator shall be responsible for the cost incurred in the conversion, including the cost of installation of utility meters, if any, on each manufactured home in the park." *Id.* (emphasis added). As the installation of utility meters is not identified as the sole cost that may be involved in the conversion to individual tenant billing, the statute establishes that there may be other costs. See id.

On remand, the trial court must determine, pursuant to Schiavi's decision and right to shift responsibility for payment of the utility bill to the individual tenants, what steps are reasonably necessary for the City to effectuate this billing change, or "conversion." The trial court must then determine if Schiavi has taken the proper actions to both accomplish and pay for those reasonable steps. If so, then the City must bill the park tenants individually. If not, Schiavi should be afforded the reasonable opportunity to do so.

Vacated and remanded.

BRODERICK, C.J., and NADEAU, DALIANIS and DUGGAN, JJ., concurred.



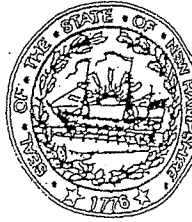
Conway Village Fire District

A Village District in the Town of Conway, NH

128 West Main Street

Conway, NH 03818

Phone: 447-5470 Fax: 447-3271



September 23, 2010

SEP 27 2010

Mr. James J. Bianco, Jr.
Bianco Professional Association
Attorneys At Law
18 Centre Street
Concord, NH 03301-6315

Re: Lamplighter Mobile Home Park, LP – Water Service

Dear Mr. Bianco:

Please be advised that after review and discussion, The Board of Commissioners is in agreement that Conway Village Fire District will not direct bill the residents of Lamplighter Mobile Home Park. This decision was made due to the fact that the meters currently on the homes in the Lamplighter Mobile Home Park are not compatible with our system. Our meter reader would not be able to read the meters. Therefore, Conway Village Fire District will continue billing Lamplighter Mobile Home Park for all usage, and not the individual residents.

Please note that Janine Bean is now the Chairman of the Board – not Carl Thibodeau. Also, Edward Alkalay (Alkalay and Smillie Law Firm) is now the District's attorney – not Thomas Dewhurst.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregg Quint".

Gregg Quint
Superintendent

Cc: Edward Alkalay

BIANCO PROFESSIONAL ASSOCIATION

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18 CENTRE STREET

CONCORD, NEW HAMPSHIRE 03301-6315

JAMES J. BIANCO, JR.

LISA A. RULE

ANNA M. ZIMMERMAN

ROBERT L. BEST

THOMAS P. COLANTUONO
OF COUNSELTELEPHONE
603-225-7170TELECOPIER
603-226-0165TOLL FREE
800-262-8112

September 28, 2010

Gregg Quint, Superintendent
Conway Village Fire District
128 West Main Street
Conway, NH 03818

Re: Lamplighter Mobile Home Park, LP, water service.

Dear Mr. Quint:

Thank you for your correspondence of September 23, 2010, in regard to billing for the water service at Lamplighter Park. It appears that we may have come to a misunderstanding regarding the water service billing. When I wrote to you and the CVFD Commissioners on August 4, 2010, I proposed that we meet in order to discuss the steps that the park must undertake in order to facilitate the billing conversion called for in RSA 205-A:6. To the extent that an issue exists regarding the compatibility of the water meters, we had hoped to discuss it, and any other requirements to facilitate the billing change at such a meeting. However, because no response to our meeting request has been received, Lamplighter Mobile Home Park, LP has been stymied in its effort to exercise its rights under the statute.

I appreciate the issue you raised regarding the possible incompatibility of the metering equipment, however, resolving such a compatibility issue, if one exists, is merely one of the steps reasonably necessary to implement the billing conversion. As you know from my earlier correspondence, my client is responsible for taking such reasonably necessary steps before the CVFD must effectuate the billing change. However, we are prevented from taking such steps, unless we know more about what incompatibility issues may exist, or what other steps might be reasonably necessary to effectuate the change.

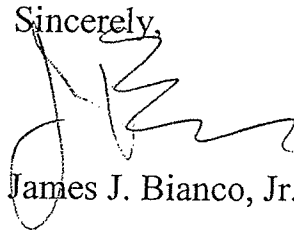
To that end, we again request a meeting to discuss the steps that are reasonably necessary to effectuate such a billing change. Please contact me at your earliest convenience regarding such a meeting. As I indicated in my second correspondence, dated September 20, 2010, we hope to effectuate the billing

Gregg Quint, Superintendent
Conway Village Fire District
September 28, 2010
Page 2

change as soon as possible, but in any case, not later than January 1, 2011.
Although we had hoped to have met with the CVFD by now, obviously the sooner
we begin the discussion, the sooner we can proceed.

Please let me know if you have any questions.

Sincerely,



James J. Bianco, Jr.

JJB/rfb

Cc: Jeanine Bean, Chair, CVFD Board of Commissioners
Carl Thibodeau, CVFD Commissioner
Joseph Quick, CVFD Commissioner
Edward Alkalay, Esq.
Blaine Burnett, LMHP, LP

BIANCO PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

18 CENTRE STREET

CONCORD, NEW HAMPSHIRE 03301-6315

JAMES J. BIANCO, JR.

LISA A. RULE

ANNA M. ZIMMERMAN

ROBERT L. BEST

THOMAS P. COLANTUONO

OF COUNSEL

TELEPHONE

603-225-7170

TELECOPIER

603-226-0165

TOLL FREE

800-262-8112

October 25, 2010

VIA FACSIMILE & USPS

Ms. Janine Bean, Chair
Conway Village Fire District Board of Commissioners
128 West Main Street
Conway, NH 03818

Re: Lamplighter Mobile Home Park, LP – Sewer Connection

Dear Chairperson Bean:

Initially, I want to thank you, the other members of your committee, Stephen Solomon, Conway Fire Chief, and Gregg Quint, Superintendent, for meeting with Attorney Bob Best and me on Thursday, October 21, 2010. We appreciate your willingness to establish a meaningful dialogue which we believe will lead to the resolution of several issues which have been outstanding for some time.

In order to proceed, I will address the issues which we discussed and the action plan to which we agreed. In no particular order, I believe the major issues which we discussed are as follows:

1. Meters.

We discussed the process by which Conway Village Fire District would assume responsibility for the reading, billing of the meter, and contact with the individual residents of Lamplighter Mobile Home Park ("Lamplighter").

As we discussed, Lamplighter is responsible for installing radio-read meters that are compatible with the equipment used by the Conway Village

Fire District (BSMI Software). The cost of the meters and the installation of such meters is the responsibility of Lamplighter.

We also discussed sharing information particularly names and addresses of the residents of the park to assist the town with its billing of the residents.

We discussed other details which will be incorporated in a letter from the Commission to the Hynes Group which we anticipate receiving shortly.

Finally, the time-frame which we discussed in order to carry out the transfer of responsibilities from Lamplighter to the Commission would be by December 31st or by March or April of 2011.

2. Discrepancies over billing.

We discussed that the Commission believes that it is owed approximately \$11,743.80, and that Lamplighter believes it is owed approximately \$16,924.15. While we did not discuss the issue in detail, we agreed that Chairman Bean and Attorney Best would schedule a mutually agreed upon date and time in order to meet and resolve this issue.

3. Sewer.

As of the date of our meeting, Lamplighter will proceed to install a sewer system in the park. While this position is subject to change based on various factors, such as a potential sale of the park to the residents, Lamplighter is interested in knowing what date the Phase 1 Water and Wastewater Improvements Project will be complete and operational.

It is my understanding that the system will be operational by the end of 2010 or the beginning of 2011. The agreement between the District and Lamplighter allows Lamplighter up to 1 year from the initial operational capability of the Phase 1 Water and Wastewater Improvements Project to connect to the municipal sewer. We discussed, given the inexact date of the operation of the system and the difficulty in performing engineering in the

Janine Bean, Chair
Conway Village Fire District Board of Commissioners
October 25, 2010
Page 3

winter, that the time-frame which was established in the agreement may be extended.

We also discussed that the capacity of your system is about 25,000 gallons per day which corresponds to the approximately 133 homes which would be initially hooked up to the system. We did discuss the possibility of hooking up additional units within the 25,000 GPD limitation, or in the future as the system expands its capacity.


4. Fire Hydrants.

Finally, Chief Solomon raised an issue about private hydrants which are located in Lamplighter and the need to maintain these hydrants in order to be certain they are operative. We discussed ways in which Lamplighter could work cooperatively with the Fire Department to ensure the effective operation of the private hydrants located in Lamplighter.

I believe I have recounted the essence of our discussion, but if I have not, I welcome any additions or clarifications. We look forward to working with you. Although we may disagree on matters from time to time, we hope to proceed in a mutually cooperative manner and with a minimum of rancor.

Please contact me or Attorney Best should you have questions or issues.

Sincerely yours,



James J. Bianco, Jr.

/jmg

Cc: Blaine Burnett

Alkalay & Smillie, P.L.L.C.

53 Technology Lane
Suite 107
Conway, NH 03818
(603)447-8994 (phone)
(603)452-0294 (fax)

OCT 29 2010

EDWARD D. ALKALAY *
PAMELA L. SMILLIE
pam@northconwaylawyers.com

www.northconwaylawyers.com

*ADMITTED TO PRACTICE
IN NH, NY & ME

October 28, 2010

James J. Bianco, Jr.
18 Centre Street
Concord, NH 03301-6315

RE: Lamplighter Mobile Home Park, LP
CVFD Water Service

Dear Attorney Bianco:

This office represents the Conway Village Fire District (CVFD) with respect to the above referenced matter. This letter is intended to address your request to shift the responsibility for billing of water service from Lamplighter Mobile Home Park (LMHP) to CVFD. As you state in your letter of August 4, 2010, the statute requires that LMHP perform and pay for all steps reasonably necessary to effectuate the conversion in billing. The following are the steps that CVFD has determined LMHP needs to take in order for CVFD to take over billing the residents of LMHP directly:

1. Each home must have a T10 Neptune 5/8th meter installed to CVFD's specifications by a licensed meter installer to include a corner horn with check valve at LMHP's expense.
2. Each meter will have a radio reader R900 installed to CVFD's specifications at LMHP's expense.
3. Once the meters are installed, CVFD personnel must inspect each hook up and wire radio frequency at the service call out rate in effect at the time of inspection at LMHP's expense and be satisfied with the results of such inspection.
4. LMHP must explain to all residents the conversion in billing directly by CVFD including any additional costs to the residents, and the benefits of installing an expansion tank. (Please note that CVFD does not install expansion tanks.)
5. LMHP shall provide CVFD with a mailing list of residents including names and house numbers and the names and addresses of all grantees thereafter.
6. LMHP shall provide CVFD with a plan or map of all locations of shutoff curbstops and waterlines and all such infrastructure shall be in working order.
7. The existing 8" fire meter and 2" service meter must remain in service and LMHP shall pay the difference between the total water gallons as metered by these meters

distributed to LMHP and the total water gallons used by residents according to the individual meters.

8. LMHP shall provide CVFD with an easement for water acceptable to CVFD to access all shut off curbstops, meters and waterlines.
9. CVFD does not assume any responsibility to insulate, monitor, maintain, repair or improve the infrastructure or to pay for any such repairs or improvements to any of the infrastructure including but not limited to the meters, insulation of meters, curbstops and/or water lines located on LMHP property, except as otherwise provided.
10. LMHP shall pay for all costs incurred by CVFD to convert its billing directly to residents of LMHP including its attorney's fees.

In the event you have any questions regarding any of the above, please do not hesitate to give me a call.

Sincerely,



Pamela L. Smillie

PLS/abm

Pc: Gregg Quint
CVFD

BIANCO PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

18 CENTRE STREET

CONCORD, NEW HAMPSHIRE 03301-6315

JAMES J. BIANCO, JR.

LISA A. RULE

ANNA M. ZIMMERMAN

ROBERT L. BEST

THOMAS P. COLANTUONO
OF COUNSEL

TELEPHONE

603-225-7170

TELECOPIER

603-226-0165

TOLL FREE

800-262-8112

November 23, 2010

Pamela M. Smillie, Esquire
Alkalay & Smillie, PLLC
53 Technology Lane, Suite 107
Conway, NH 03818

Re: Lamplighter Mobile Home Park, LP

Dear Attorney Smillie:

Thank you for your correspondence of October 28, 2010, regarding the water service at Lamplighter Mobile Home Park (LMHP). We have reviewed the steps that the Conway Village Fire District (CVFD) outlined as being reasonably necessary to effectuate the RSA 205-A:6 billing conversion. Although most of the steps are clear, and appear to be reasonable, we have a few questions regarding some of the listed items. Following the same order that the items were listed in your letter, here are our questions:

1. In regard to installation of the T10 Neptune 5/8 inch meters we have several questions. First, your letter indicates that the meters are to be installed to CVFD's specifications, however, we don't have a copy of the specifications. We have no objection to installing meters that meet the established specifications, however, can you supply a copy of whatever ordinance, policy, manual or other official document establishes the CVFD's specs? Second, your letter specifies that the meters are to be installed by a licensed meter installer. We are unaware of a professional license or licensing body for meter installers. Can you provide additional information as to what is required? We assume that LMHP is being held to the same standard as would any other residential water installation, and to that end, perhaps the simplest way to answer this question is to provide a copy of whatever ordinance, policy, manual, or other document applies to other residences in Conway. Lastly, we have been able to confirm that all of the homes in LMHP have check valves, or back-flow preventers,

however, we are unfamiliar with the "corner horn" requirement. Can you provide more detail as to what is required and whether the "corner horn" is standard procedure in the District?

2. In regard to the requirement for the installation of the R900 radio readers, we have no objection to installing whatever equipment is standard throughout the CVFD. However, before we can advise our client to undertake the significant expense of radio read meters, we are respectfully obliged to verify the requirement. To that end, can you provide a copy of whatever ordinance, policy, manual, or other official document sets forth the requirement for radio-read meters, and let us know whether this requirement has been applied to all other residential water meters in the District.
3. In regard to meter inspections, we have no objection to inspections if that is the requirement that is applicable to all other residential service in Conway. Can you confirm the ordinance, policy, procedure, manual, or other official document that sets forth this requirement for residential connections in Conway?
4. We have no objection to educating residents as to the effects of back-flow preventers and the benefits of expansion tanks. As we indicated, back-flow preventers have been in place in the park for a number of years, and as a result, we don't expect anyone to be impacted by the change. However, we do want to make sure that whatever information we are to provide is acceptable to the CVFD. Does the CVFD have a document that it uses for this purpose, or would the CVFD review information that we develop for this purpose, before it is sent out?
5. We have no objection to providing a mailing list of the current tenants in the park. In regard to future grantees, we would anticipate that the transfer of ownership of a home in LMHP would be handled the same as a transfer anywhere else in Conway. Specifically, we would expect the seller and buyer to handle that change directly with CVFD. If there is a reason to develop a unique procedure for LMHP we would consider it, however, our inclination is to have LMHP residents treated the same as anyone else in the District.

6. In regard to a plan or map of the waterlines, curb-stops and water meters, we have no objection to providing a copy of whatever we have, which will at least show the location of the meters and curb-stops.
7. We have no objection to the comparison of the main meters to the sum of the residential meters. LMHP would agree to be responsible for any discrepancy, at the established water rates.
8. We have no objection to providing CVFD with a documented right to enter the park to access curb-stops and meters. As you know, the water lines remain the responsibility of the park to maintain, and as a result, we do not see the necessity to grant access to water lines. Also, we are reluctant to recommend to our client that easements be granted to CVFD. We have no objection to providing CVFD with a contractual right to enter the park for the reasons specified, however, granting a recordable interest in the real estate seems extreme, and it seems likely to create other future problems if the park owners ever wish to sell or refinance the park. Please let me know if the CVFD is willing to accept a contractual right of access instead of an easement, and if not, please provide a copy of the ordinance, policy, manual, or other official document that imposes this requirement on residential property in Conway.
9. In regard to ongoing maintenance and repair, we agree with paragraph 9 of your letter.
10. In regard to the costs incurred in effectuating the billing conversion, we have no objection to paying the costs required by the statute, which have been interpreted by the Supreme Court to include costs that are reasonably necessary to effectuate the change. In order for us to advise our client regarding the costs listed in item 10 of your letter, more information is needed. Can you provide more detail regarding the costs that CVFD anticipates incurring?

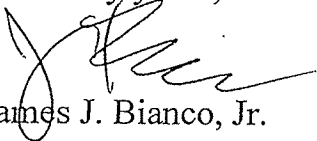
Please let me know if you have any questions regarding these issues. LMHP would like to begin performing its obligations to effectuate the billing conversion as soon as possible. To that end, we would appreciate hearing back from you as soon as possible. Also, in our experience with other municipalities, the provisions outlined in paragraphs 7-10 of your letter, and this response, typically form the substantive provisions of a written agreement between a park and the municipality.

Pamela M. Smillie, Esquire
November 23, 2010
Page 4 of 4

In order to move ahead as expeditiously as possible, we've taken the liberty of preparing the attached draft of such an agreement for your review and consideration. This draft is modeled after agreements similar to what we've seen in other municipalities. Please let me know what you think.

Thank you for your attention to this matter.

Sincerely yours,



James J. Bianco, Jr.

JJB/rlb

Enclosure

cc: Mr. Blaine Burnett
Ms. Risa Kennedy

AGREEMENT

WHEREAS, the undersigned, as owner of the manufactured housing park known as Lamplighter Mobile Home Park (LMHP), located on White Mountain Highway, Conway, New Hampshire, requests that individual accounts be established for each home owner located in the park; and

WHEREAS, the undersigned, Conway Village Fire District (CVFD), agrees to read meters of homes located in said park and to send water bills to the owner of homes within said park.

We understand and agree to the following:

1. The CVFD agrees to read the individual meter of each home and to mail bills to the name and address of each homeowner. The CVFD will also process billing and payments in the ordinary course of its business.
2. CVFD may enter the property to access the residential water meters and shut-off valves for the same reasons and under the same conditions as are applicable to any other residential water connection within the jurisdiction of CVFD. In the event of non-payment of any individual account owed to the CVFD, the CVFD may enter the property and, following procedures which the CVFD has established for the collection of fees owed to it, may shut-off the water service to the non-paying residence.
3. The CVFD shall maintain a master meter for LMHP. On a quarterly basis, the consumption recorded on the master meter will be compared by the CVFD to the sum of the individual home's consumption in the park. If the master meter reading is higher than the sum of the individual meter readings, LMHP shall be responsible to pay the difference between the two readings. The individual meters and the master meter shall be read on the same day.

4. If a problem occurs with the water infrastructure, LMHP shall be responsible to repair any problems in order to ensure potable water to the homeowners. If LMHP is unable to repair the infrastructure within a reasonable period of time, the CVFD, in its sole discretion, may, directly or indirectly, repair any problem with the infrastructure and may charge the reasonable and customary costs of such repairs to LMHP.

5. LMHP agrees to reimburse the reasonable costs incurred by CVFD which are necessary to effectuate this billing conversion. CVFD has estimated those costs to be \$_____. Prior to incurring costs that exceed this estimate by greater than 10%, CVFD shall provide advance notice to LMHP and shall not thereafter incur costs without the written approval of CVFD.


6. This Agreement shall remain in effect for as long as LMHP elects to exercise its right to the billing conversion pursuant to RSA 205-A:6.

Dated:

Lamplighter Mobile Home Park, LP
By: Blaine Burnett, Its President

Dated:

Conway Village Fire District
By: Janine Bean, Its Chairperson, duly authorized

PURCHASE AND SALE AGREEMENT

COPY

AGREEMENT made by and between Lamplighter Mobile Home Park, Limited Partnership, a New Hampshire limited partnership (hereinafter referred to as the "SELLER"), of 125 Lamplighter Park, Conway, New Hampshire, 03818 and Conway Village Fire District, a New Hampshire body politic and corporate located in the Towns of Conway and Albany (hereinafter referred to as the "BUYER"), with a business address 128 West Main Street, P.O. Box 342, Conway, New Hampshire, 03818-0342.

WHEREAS, the SELLER owns and operates Lamplighter Mobile Home Park (hereinafter referred to as the "PARK") a manufactured housing park located in Conway, New Hampshire, which is currently serviced by a private sewerage system; AND

WHEREAS, the BUYER owns and operates a municipal sewerage system to which the SELLER plans to connect; AND

WHEREAS, the SELLER desires to sell and the BUYER desires to purchase a small portion of the SELLER'S PARK property to accommodate a pump station for its expansion project, AND

survive WHEREAS, the parties have reached an agreement regarding various issues concerning the sewerage system which they desire to memorialize and have survive the closing;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for consideration herein expressed, the parties agree as follows:

1. Property to be Conveyed.

The SELLER agrees to sell, and the BUYER agrees to purchase, the real estate and any improvements thereon, consisting of approximately 0.27 acres as shown on a plan entitled "Lot Line Adjustment, Subdivision & Existing Conditions Plan Lamplighter Mobile Home Park Tax Map 262 Lot 83 White Mountain Highway Route 16 Conway, New Hampshire" prepared by CLD Consulting Engineers, Inc. dated April 2006, as revised, to be recorded in the Carroll County Registry of Deeds upon receipt of Town of Conway Planning Board approval, being a portion of the property conveyed to the SELLER by the Trustee's Deed of Stephen B. Darr dated August 10, 1993 and recorded in the Carroll County Registry of Deeds at Book 1539, Page 1482.

2. Purchase Price.

The purchase price for the property to be conveyed is Thirty-Three Thousand Eight

off *Ja* *gla* *100*

Hundred Thirty-Seven Dollars and Fifty-Six Cents (\$33,837.56) payable by good and sufficient funds at closing.

3. Additional Consideration of BUYER.

In addition to monetary consideration set forth above, the BUYER agrees that it shall:

A. Waive all sewer connection fees for 242 existing build-able lots within Lamplighter Mobile Home Park.

B. Allow up to 25,000 gallons per day of sewage flow, on an average daily basis measured annually, collected within Lamplighter Mobile Home Park to be discharged to the Conway Village Fire District municipal sewer system until the new treatment plant is available to accept flow, at which time additional flow can be requested. *Billed at prevailing rates*

*JG
JTB*

C. Provide a 10" PVC sewer stub for the SELLER to connect to at the edge of the State of New Hampshire highway passing, at the mouth of Lamplighter Drive, with an invert elevation equal to 11.5 ft below existing pavement grade.

D. Bear the cost of and construct the pump station infrastructure to be situated on the property to be conveyed, and maintain said property and pump station in a good and attractive condition and repair, as approved by the Conway Planning Board.

4. Consideration of SELLER.

In consideration of the BUYER'S obligations as set forth above, the SELLER agrees that it shall:

A. Connect the front (western) half of the PARK (133 existing units plus 1 existing community building) to the Conway Village Fire District municipal sewer within one (1) year of the initial operational capability of the Conway Village Fire District's Phase 1 Water and Wastewater Improvements Project.

B. Install a master wastewater flow meter for the PARK to monitor actual wastewater volumes discharged to the Conway Village Fire District municipal sewer, to be installed prior to the activation of the connection between the Park and the District.

C. Provide copies of total daily flow data from the master wastewater flow meter cited in Subparagraph B above to the Conway Village Fire District on a monthly basis.

16 JTB

5. Subdivision Approval.

The parties' respective obligations under this Agreement are subject to municipal subdivision approval and any other permitting requirements with respect to the parcel to be conveyed.

6. Condition of Property.

The Property is being conveyed AS IS.. The Seller hereby certifies that they have no knowledge of the presence of hazardous materials on the subject property.

7. Deed.

At the time of closing, the SELLER shall tender and the BUYER shall receive a Warranty Deed conveying good and marketable title to the Property referenced in Paragraph One of this Agreement. SELLER shall provide satisfactory evidence to BUYER of SELLER's authority to sell specific to the instant sale and transaction with appropriate corporate/partnership authority and resolutions to be provided at closing.

8. Title Search.

If the BUYER desires a title search, the same shall be arranged by and completed at the BUYER'S sole expense. If title is found to be unmarketable the BUYER may rescind this Agreement. If title is found to be unmarketable Seller shall be allowed a reasonable time to cure said defect. Easements, restrictions, covenants, or leases of record shall not interfere with the intended municipal uses and purposes of the Buyer as may be determined by Buyer's attorney. This shall be a contingency of the Buyer's obligation to purchase. Seller shall cooperate with Buyer to obtain or all required consents, subordinations or other releases that may be necessary if above shall affect Buyer's use of premises described and to be acquired.

9. Proration at Closing and Allocation of Costs.

Real estate taxes and any other assessments shall be prorated as of the date of closing.

10. Closing.

The closing shall occur within thirty (30) days following the granting of final subdivision approval of the property to be conveyed or the SELLER's acceptance of this Agreement,

[Handwritten signatures and initials]

whichever is the latter.

11. Broker's Fees.

The parties represent and warrant that no brokerage fees are owed in conjunction with this transaction.

12. Breach of Agreement.

In the event that either party shall default in the performance of their obligations under the terms of this Agreement, the non-breaching party may pursue all its remedies at law or in equity, including specific performance. In that event, the non-breaching party shall be entitled to recover its costs, including reasonable attorneys' fees, from the breaching party.

13. Merger and Modification.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and may only be amended in writing, signed by the parties hereto.

14. Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, heirs and assigns.

15. Situs.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

16. Notices. All notices required or permitted shall be deemed to have been duly given when delivered in hand or after mailing by first class mail, addressed to SELLER or BUYER, as the case may be, at their respective addresses set forth below:

If to BUYER:

Conway Village Fire District
Carl Thibodeau, Chairman
Board of Commissioners
128 West Main Street
Conway, NH 03818

With a copy to:

Thomas E. Dewhurst, III, Esquire

The Law Offices of Thomas E. Dewhurst, III, PLLC
23A Main Street, P.O. Box 518
Conway, NH 03818-0518

If to SELLER: Lamplighter Limited Partnership, Ltd.
c/o Gary Beers
The Hynes Group
3 Idelwood Lane, Suite 1
Kittery, ME 03904

With a copy to: Lisa A. Rule, Esquire
Bianco, PA
18 Centre Street
Concord, NH 03301

18. Survival of Terms.

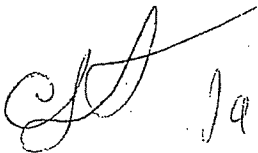
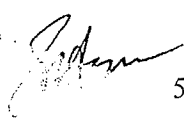
All provisions of this Agreement which, by their nature, cannot be performed prior to closing, including the provisions set forth in Paragraphs Three and Four hereof, shall remain in full force and effect until fully performed by the party so charged.

19. Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Executed this 25 day of July 2008.

SELLER:
Lamplighter Mobile Home Park Limited
Partnership
By: Lamplighter Mobile Home Park, Inc.,
Its General Partner

 19  5

By: _____

Stephen Hynes, Its President

Executed this 10 day of July 2008.

BUYER:

CONWAY VILLAGE FIRE DISTRICT

By it's Duly Authorized Commissioners

Carl Thibodeau, Chairman

Janine Bean, Commissioner

Joseph Quirk, Commissioner

LAMPLIGHTER MOBILE HOME PARK

LIMITED PARTNERSHIP

Conway, NH 03860
(603) 447-5720

OCTOBER 23, 2009

[REDACTED]
[REDACTED]
[REDACTED]

Re: NOTICE OF RENT INCREASE LAMPLIGHTER MOBILE HOME PARK

Dear [REDACTED],

Pursuant to NH RSA 205-A:6, Fees, Charges, Assessments, Lamplighter Mobile Home Park Limited Partnership, owner of Lamplighter Mobile Home Park, herewith notifies you of a planned rent increase for all tenants of Lamplighter Mobile Home Park:

Specifying the date of implementation: JANUARY 01, 2010

Explanation for the increase: You are undoubtedly aware that Conway Village Fire District is in process of installing a sewer system upgrade and wastewater treatment plant expansion. Lamplighter is obligated to connect the front (western) half of the Park (133 existing units plus 1 existing community building) to the Conway Village Fire District municipal sewer.

Please note that we are aware that NH RSA 205-A:2 prohibits Park owners or operators from: "IX. Charge or attempt to charge a tenant for **repair or maintenance** to any underground system, such as oil tanks, or water, electrical or septic systems....", however this effort is a mandated capital improvement not considered to be repair or maintenance.

Further note that during this calendar year to date there have been considerable efforts completed addressing tree removals, storm water drainage, electrical and septic systems improvements, in addition to increases in taxes, insurances, and legal fees.

As a result, Lamplighter Park monthly rent per lot will increase \$30.00/month to Three-Hundred-Eighty-Five (\$385.00) dollars.

If you have any questions, or need additional detail, please address them to me at (603) 447-5720.

Sincerely,

DENISE RODNEY
Park Manager

cc: BB/SL/GB

BIANCO PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
18 CENTRE STREET

CONCORD, NEW HAMPSHIRE 03301-6315

JAMES J. BIANCO, JR.
LISA A. RULE
ANNA M. ZIMMERMAN
ROBERT L. BEST

THOMAS P. COLANTUONO
OF COUNSEL

TELEPHONE
603-225-7170
TELECOPIER
603-226-0165
TOLL FREE
800-262-8112

June 7, 2010



Re: Method of billing for water



As referenced in my correspondence of June 4, 2010, the owner of Lamplighter is considering a change in the manner in which water is billed. As you are aware, although water is included in your total monthly rental charges, you are each issued a separate bill reflecting the amount of water actually used. Let me first explain how this amount is calculated.

The charges which you are each billed reflect a direct pass-through of the charges billed to Lamplighter by the Conway Village Fire District. The total quarterly base charge of \$4,114.00 for Lamplighter's connections is passed on to the residents at a rate of \$5.46 per month to each home. This figure is reached by dividing the base fee into a monthly charge and then dividing this by 251. The 251 represents the 247 total lots (even though only about 220 are occupied), plus the 4 connections used by the park. You are each then charged monthly for your individual water usage at the same rate the park is billed (\$.35 per 100 gallons).

As many of you may recall, the charges for water used to be included within the fixed monthly lot rental. This method of billing was changed primarily in an effort to be fair to all residents (a resident who use less water has a lower bill than a resident that uses more). At the time of this conversion, in the fall of 2007, the fixed monthly rental charges were reduced by \$10.00 per month, the approximate amount of each resident's monthly water bill at the time, to compensate for this change in the billing structure.

[REDACTED]
June 7, 2010

Page 2

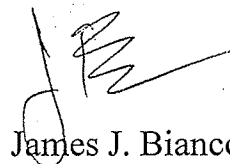
The result of the current billing system is that you each are able to control the total amount of your own water bill -- those of you who use less water have a lower bill than those that use more. Under the prior billing method everyone paid the same amount, resulting in those who use less water essentially helping to fund the water usage of those that used more.

In the pending action filed with the Public Utilities Commission, the documents filed by the residents associated with the Committee to Stop the Sewer Charges have raised a question regarding the current method of billing for water. Although Lamplighter believes most residents are satisfied with the current billing system, the park is considering returning to the prior method -- especially if this is what the majority of the park residents prefer.

Before making any final decision, the owner of Lamplighter would appreciate your input as it is you, the residents, who will be most impacted by any change in the way water is billed. Specifically, if Lamplighter were to convert back to the original water billing method, water would be included in the base rent, but everyone's rent would be increased by approximately \$15.00 per month.

If you are willing to provide your input, please complete the enclosed survey (please limit responses to one per house) and return to the main office by Saturday, June 12, 2010. Additionally, if you have more detailed feedback you are welcome to write it out below, contact me at JBianco@BiancoPA.com, or contact Attorney Anna Zimmerman at AZimmerman@BiancoPA.com, whichever is most convenient for you.

Sincerely,



James J. Bianco, Jr.

cc: Blaine Burnett
Denise Rodney
Anna Zimmerman, Esquire

BIANCO PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

18 CENTRE STREET

CONCORD, NEW HAMPSHIRE 03301-6315

JAMES J. BIANCO, JR.

LISA A. RULE

ANNA M. ZIMMERMAN

ROBERT L. BEST

THOMAS R. COLANTUONO

OF COUNSEL

TELEPHONE
603-225-7170

TELECOPIER
603-226-0165

TOLL FREE
800-262-8112

June 4, 2010



Re: Proposed Sewer Project

Dear [REDACTED]:

I write in follow-up to my prior correspondence regarding the sewer project and to briefly respond to some misrepresentations that seem to have been made to at least a portion of the residents.

Specifically, it is my understanding that the Committee to Stop the Sewer Charges has been telling people that the residents at Lamplighter will experience rent increases of \$30 per year for the next two years associated only with the sewer project. The representation, as I understand it, has also been made that our office had neither written nor said anything that would indicate that this is not going to happen.

On March 13, 2010 we had an open meeting for all residents. Some of you attended and every resident was provided with a follow-up letter from me. Both at the meeting and in our subsequent correspondence we advised that it may not be necessary to increase the rent in the park at all next year. Moreover, we advised everyone that the statements made regarding a \$30 increase next year, and the year after, were made prematurely.

Although we are not privy to all the information passed on to residents by others, we do want to take every opportunity to make sure that the information you receive is accurate and not misrepresented. We can categorically say that a \$30 per year rental increase for the next two years for the sewer systems alone is not going to happen. Our client has also confirmed that there will be no annual rental

[REDACTED]
June 4, 2010

Page 2

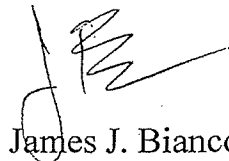
increase in January of 2011, and that any rental increase in 2012 should not exceed \$15.00 per month.

The only exception to the foregoing is that the park is considering putting the water charges back into the flat monthly rental charge instead of billing you each separately for your proportionate share of the water (a separate letter addressing this proposal will be sent to you shortly). If this were to happen, the current rent would be adjusted to reflect this change in the billing method.

On the issue of the sewer project, we are continuing to discuss and explore the issues associated with the proposed sewer system. When additional information is available in this regard we will provide a further update.

I hope this helps to clarify matters for everyone. As always, if you have any questions, please just let me know. You may contact me at JBianco@BiancoPA.com or Attorney Best at RBest@BiancoPA.com, whichever is more convenient for you.

Sincerely,



James J. Bianco, Jr.

cc: Blaine Burnett
Denise Rodney
Robert L. Best, Esquire

BIANCO PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

18 CENTRE STREET

CONCORD, NEW HAMPSHIRE 03301-6315

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603-225-7170

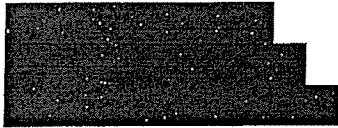
TELECOPIER

603-226-0165

TOLL FREE

800-262-8112

March 29, 2010



Re: March 13, 2010 meeting regarding the sewer project

Dear [REDACTED]:

We write to provide a follow-up regarding the meeting that was held Saturday, March 13, 2010, regarding the sewer project. Attorney Robert Best, Park Manager Denise Rodney, and I had the opportunity to meet with residents who had questions and concerns about the proposed sewer project. About 33 residents attended the meeting, which was held at the North Conway Grand Hotel. If you were among those who came, we thank you for the chance to provide information and hear your concerns. If you couldn't make it to the meeting, we're sorry to have missed you. We will continue to provide updates so that everyone can be informed.

At the meeting, we were able to present information about the proposed sewer project in order to assist residents in understanding the project and its potential benefits. We also had a chance to discuss some of the outstanding questions and information that residents were seeking. There were three important updates that we were able to provide regarding the project:

- We have contacted the Conway Village Fire District (CVFD) in order to determine whether the CVFD would allow Lamplighter not to connect to the sewer system. We do not know at this point whether it is feasible or preferable to not connect to the municipal sewer, however, we will follow up with the CVFD in order to have as many options available as possible.
- Having had the chance to complete our investigation regarding the park's requirements, we have been able to discuss the potential options and Lamplighter's owners. Having a better understanding of all the available

March 29, 2010

Page 2

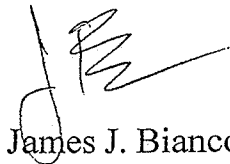
options, the park's owners have asked us to convey that it may not be necessary to increase the rents in the park next year. Previous statements by Lamplighter personnel regarding a \$30 increase next year, and the year after, were simple premature as all the facts were not available at the time.

- Representatives of the Lamplighter Mobile Home Park, L.P. plan to travel to New Hampshire during the next few months in order to hear residents' concerns and to discuss potential options for the park in person. We will be sending out an invitation to all residents in the park when the travel plans are confirmed.

We hope that this information is helpful. We gathered additional questions from several residents at the meeting and will seek the answers. When we have more information we will share it with everyone so as to allow all residents of the community can be involved, if they choose to be. We will hopefully have more information for you on these various issues within the next few months.

If you have any questions, please let me know. You may contact me by mail or e-mail Attorney Best at RBest@BiancoPA.com, whichever is more convenient for you.

Sincerely,



James J. Bianco, Jr.

cc: Blaine Burnett
Denise Rodney
Robert L. Best, Esquire

BIANCO PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

18 CENTRE STREET

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OF COUNSEL

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603-225-7170

TELECOPIER

603-226-0165

TOLL FREE

800-262-8112

December 16, 2010

Pamela M. Smillie, Esquire
Alkalay & Smillie, PLLC
53 Technology Lane, Suite 107
Conway, NH 03818

Re: Lamplighter Mobile Home Park, LP

Dear Attorney Smillie:

I write as a follow-up to my correspondence of November 23, 2010, regarding the meter and billing conversion at Lamplighter Mobile Home Park. We have not received a response to that correspondence or the requests for information included in it. As you know, the information requested in that correspondence is necessary in order for my client to undertake the steps that Lamplighter is responsible for, in order to effectuate the billing change under RSA 205-A:6.

Please let me know when we may anticipate receiving a response to that letter. As we've indicated in our earlier correspondences and discussions with the Commissioners, my client wishes to exercise its right to effect the billing change as quickly as possible.

Thank you for your attention to this matter.

Sincerely yours,


James J. Bianco, Jr.

JJB/rlb

cc: Mr. Blaine Burnett
Ms. Risa Kennedy

Alkalay & Smillie, P.L.L.C.

53 Technology Lane
Suite 107

Conway, NH 03818
(603)447-8994 (phone)
(603)452-0294 (fax)

DEC 23 2010

EDWARD D. ALKALAY *
PAMELA L. SMILLIE
pam@northconwaylawyers.com

www.northconwaylawyers.com

*ADMITTED TO PRACTICE
IN NH, NY & ME

December 21, 2010

James J. Bianco, Jr.
18 Centre Street
Concord, NH 03301-6315

RE: Lamplighter Mobile Home, LP
CVFD Water Service

Dear Attorney Bianco:

Thank you for your letter of November 23, 2010 and your follow up letter of December 16, 2010 in the above referenced matter. The policies and procedures of the CVFD are in the process of being revised and are expected to be completed shortly. I have reviewed your letter with my client and the following are my client's responses to your questions:

1. Upon further discussion with my client, all water meters need to be installed by a licensed New Hampshire plumber according to the New Hampshire state plumbing code. The New Hampshire state plumbing code explains how the installation has to be done. Enclosed is a specification of installation of meters. A corner horn, also known as a meter horn, is standard procedure. It has a check valve and a stop valve to prevent backflow into the water system and allows the meter to be installed on the horizontal rather than the vertical. Further, I understand that the individual selected by Lamplighter's to perform the installation has talked with CVFD about what was expected by CVFD for installation.
2. A radio reader has been a standard requirement for all customers since 2002 when the meter program was initiated. Please see the enclosed specification of installation of meters which notes that the meter receptacle is standard material.
3. The inspection after installation is a standard requirement for all customers. At the time of inspection, the radio frequency is hooked up by CVFD and the serial number of the meter is recorded. As a result, the meter is identified with the subject property and can't be switched to another property.

4. Since all of the units in the LMHP have backflow preventers, the LMHP does not need to educate its residents. Please be advised that the backflow preventers in existence need to meet NH plumbing code.
5. We agree that there is no need for LMHP to provide CVFD with a mailing list of residents after the initial list.
6. Please provide CVFD with the plans that you have.
7. Agreed.
8. Agreed. The Rules and Regulations of CVFD are in the process of being updated. However, CVFD currently has the right to enter customer's properties at reasonable times to read the meters, etc. in the ordinary course. Since the infrastructure remains LMHP's property, CVFD requests that a LMHP employee turn off a valve if requested by CVFD in order to shut off service or for such other reasonable purpose.
9. Agreed.
10. The costs would include any upgrades required for the billing software program to add 200 additional customers and training, if any. I will forward additional information regarding this cost to you as soon as possible. Attorney's fees would be billed at the usual rate of \$195 per hour.

In regards to your proposed Agreement, my client has the following comments:

Paragraph 2. Add that a LMHP employee or agent shall accompany CVFD to shut off any valve and at the request of CVFD, the LMHP employee or agent shall physically turn the valve, for the same reasons and under the same conditions as are applicable to any other residential water connection within the jurisdiction of CVFD. Additionally, LMHP shall not go into a meter pit or touch the meter without a representative of CVFD present or a New Hampshire licensed plumber. Further, LMHP agrees to keep 3 new meters on hand in case of failure.

Paragraph 4. Clarify that if LMHP is unable to repair any problems, in its discretion, CVFD may hire others to make such repairs and LMHP shall be responsible to pay the fees and costs incurred by CVFD for such services.

Please let me know if you have any questions regarding any of the above.

Sincerely,


Pamela L. Smillie

PLS/abm

Pc: Gregg Quint, CVFD

CONWAY VILLAGE FIRE DISTRICT CONWAY, NEW HAMPSHIRE

Heavy Commercial Installation – Heavy commercial installations are those involving, but not limited to, the installation of a meter larger than 2-inches.

Standard Installation – Those installations which use standard materials to place the meter. These may be residential or light commercial installations which are not considered nonstandard. Standard installations require a length of unobstructed piping in good condition adequate to place the specific meter setter and valves. For small residential installations this length is 18 inches, while for light commercial installations more free space is required.

Standard Materials – Setting meters in residential dwellings is most commonly done with a standard set of materials. This set includes one (1) meter horn, one (1) meter-horn valve, and two (2) pack joints. Also included is one (1) meter, one (1) dual check valve (either separate or included in meter-horn), thirty (30) feet of meter receptacle wire and one (1) meter receptacle. Wire ties, staples, screws, caulking, meter seals and meter seal wire is also to be supplied.

Nonstandard Installation – Nonstandard installations are those which call for additional work due to the existing piping. Nonstandard installations usually mean the rerouting or replacement of some of the plumbing. Reasons installations may be deemed nonstandard include, but are not limited to, the following:

- a. Piping configuration prohibits the use of a meter horn
- b. Early branching
- c. Questionable condition
- d. Leaking or inoperative valves
- e. Great amount of effort needed to run the meter receptacle wire to the outside of the building
- f. Lack of free space
- g. Need for meter pit or vault

Backflow Prevention Device – The acceptable devices shall be AWWA approved. Additionally, in the case of low-hazard/residential applications, the device shall be either dual-check or inspectable dual-check valves. In either case the valve needs to be on the NHDES approved device list.

GENERAL CONDITIONS

Quantities

The quantities shown in this RFP represent the best available estimates of the number of services. These quantities will be used for comparing proposals costs only. However, they are estimates and actual quantities installed may differ.

Experience Statement

The Installing Contractor shall be regularly engaged and experienced in the execution of large scale meter installation/replacement/testing programs, backflow prevention programs, meter route studies and water billing services. The Installing Contractor shall submit a list of similar sized projects which has been completed in the last 2 years. This list will be comprised of no less than 4 projects. The list shall contain the town, contact person, size of project, percent complete and type of program.