

THE STATE OF NEW HAMPSHIRE

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PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

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

Website:
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
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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.

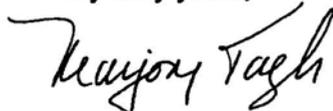
D.8. Rosebrook Water additional annual reporting requirements – See Enclosed

- 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		
Subtotal	\$ 191,000	\$ 209,000	
5% Contigency	\$ 9,550	\$ 10,450	
Total Requested from CIAC	\$ 200,550	\$ 219,450	
Current Balance of CIAC Fund	\$ 212,350	\$ 212,350	
Escrow remaining (needed)	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
131.2c · Meredith 90-500149						117,662.95
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 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
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

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 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". The signature is fluid and cursive, with a long, sweeping underline that extends across the name.

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.

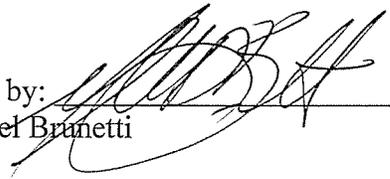
Cross-connection-Any actual or potential physical connection between public water supply and a potential source of contamination.

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

Effective: _____

Issued by: 
Michael Brunetti

Title: Director

**NHPUC NO. 1 – Water
Rosebrook Water Company, Inc.**

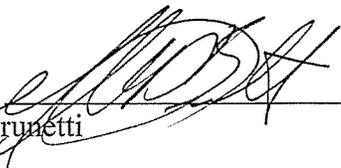
Original Page 2

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.

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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.

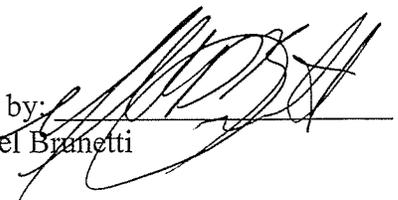
(3) Commercial Buildings: All service pipes up to and including the premises' exterior shut off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer(s).

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.

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Title: Director

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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

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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.

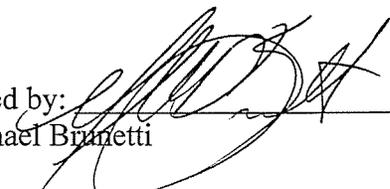
All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the street mains or service pipe. Service will be provided to 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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Title: Director

**NHPUC NO. 1 – Water
Rosebrook Water Company, Inc.**

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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.

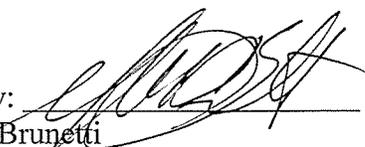
In order to prevent cross connection, each business that the Company has deemed to have a potential for cross connection must install a cross connection backflow preventer. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the 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.**

Original Page 7

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

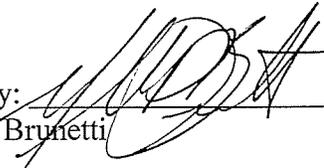
The Company will replace or repair landscaping or paving required by the Company's repairs to mains, piping and fittings located on condominium property if the Company's actions necessitated those repairs. The Company will not be liable for those landscaping or paving repairs which were required as a 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.

Issued: 8/4/11

Effective: _____

Issued by: 
Michael Brunetti
Title: Director

**NHPUC NO. 1 – Water
Rosebrook Water Company, Inc.**

Original Page 8

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

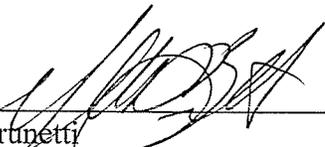
Back-flow preventer testing – actual expense to Company

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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Michael Brunetti

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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.

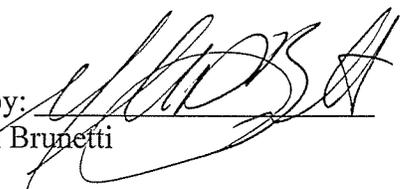
Any authorized Company representative shall have the right and be permitted access to customer's premises at any reasonable time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; enforce these Terms and Conditions.

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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Issued by: 
Michael Brunetti
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:

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.**

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GENERAL - SERVICE - Metered (Continued)

Rate Schedule - 'GM'

QUANTITY OF WATER USED

Per 1000 gallons \$04.04

MINIMUM CHARGE:

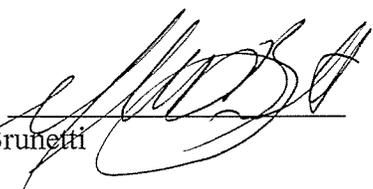
The minimum charge will be the Initial Charge.

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.

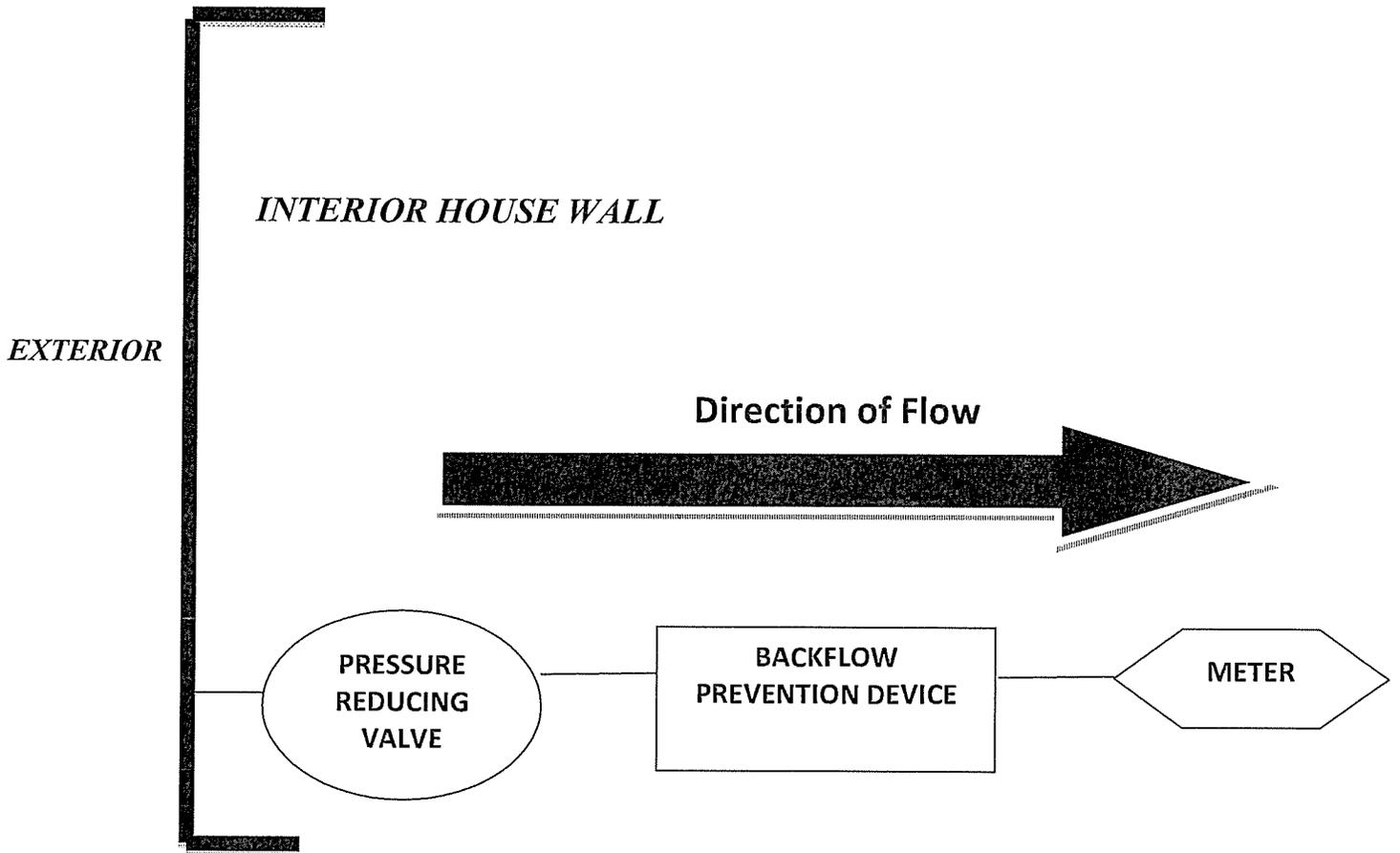
Issued: 8/9/11

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Issued by: 
Michael Brunetti

Title: _____

Attachment A: INSTALLATION SEQUENCE



NHPUC No. 1 – WATER
ROSEBROOK WATER COMPANY, INC.

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TARIFF

for

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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.

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**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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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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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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For piping and fittings

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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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Rosebrook Water Company, Inc.**

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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.

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Rosebrook Water Company, Inc.**

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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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**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.

(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.

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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.

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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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**NHPUC NO. 1 – Water
Rosebrook Water Company, Inc.**

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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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**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.

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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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**NHPUC NO. 1 – Water
Rosebrook Water Company, Inc.**

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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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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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 Dated April 30, 1996 in Docket DR 95-304
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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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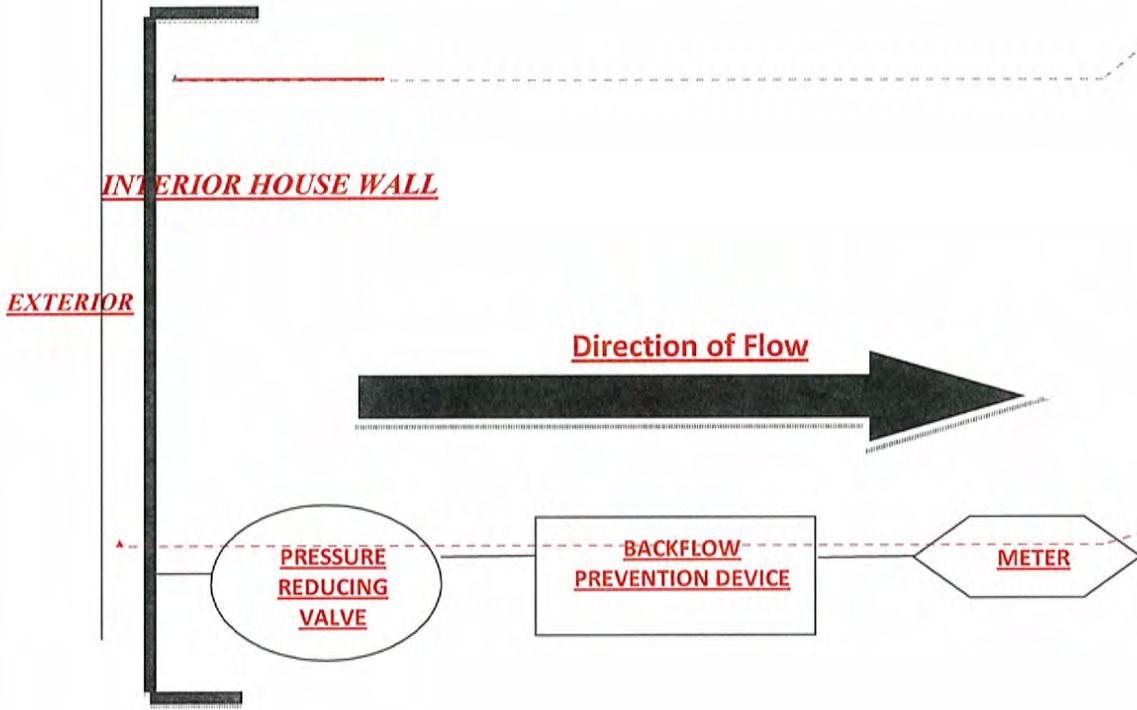
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Attachment A: INSTALLATION SEQUENCE

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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

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1-800-735-2964

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www.puc.nh.gov

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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.

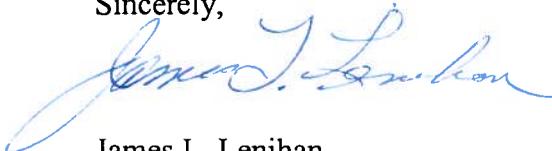
21. Main Pipe Extensions, The Company added to the title of this section so that it reads **Main Pipe Extensions/New Connections/New Construction.** The following language is added with respect to main extensions, pipes and associated facilities to serve new customers: "The developer shall also reimburse 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.

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

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

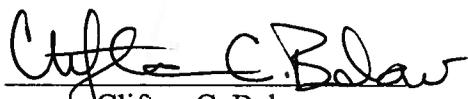
FURTHER ORDERED, that all persons interested in responding to this Order *Nisi* be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than February 22, 2012 for the Commission's consideration; and it is

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

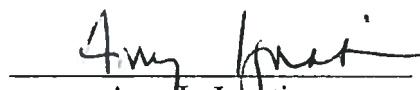
FURTHER ORDERED, that this Order *Nisi* shall be effective March 9, 2012, unless Rosebrook fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date; and it is

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

stephenpsteyr@yahoo.com

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 :

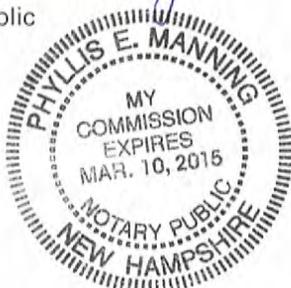
02/09/2012

State of New Hampshire
Hillsborough County
Subscribed and sworn to before me this

17th day of February, 2012

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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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.

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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*
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.**

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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
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: _____

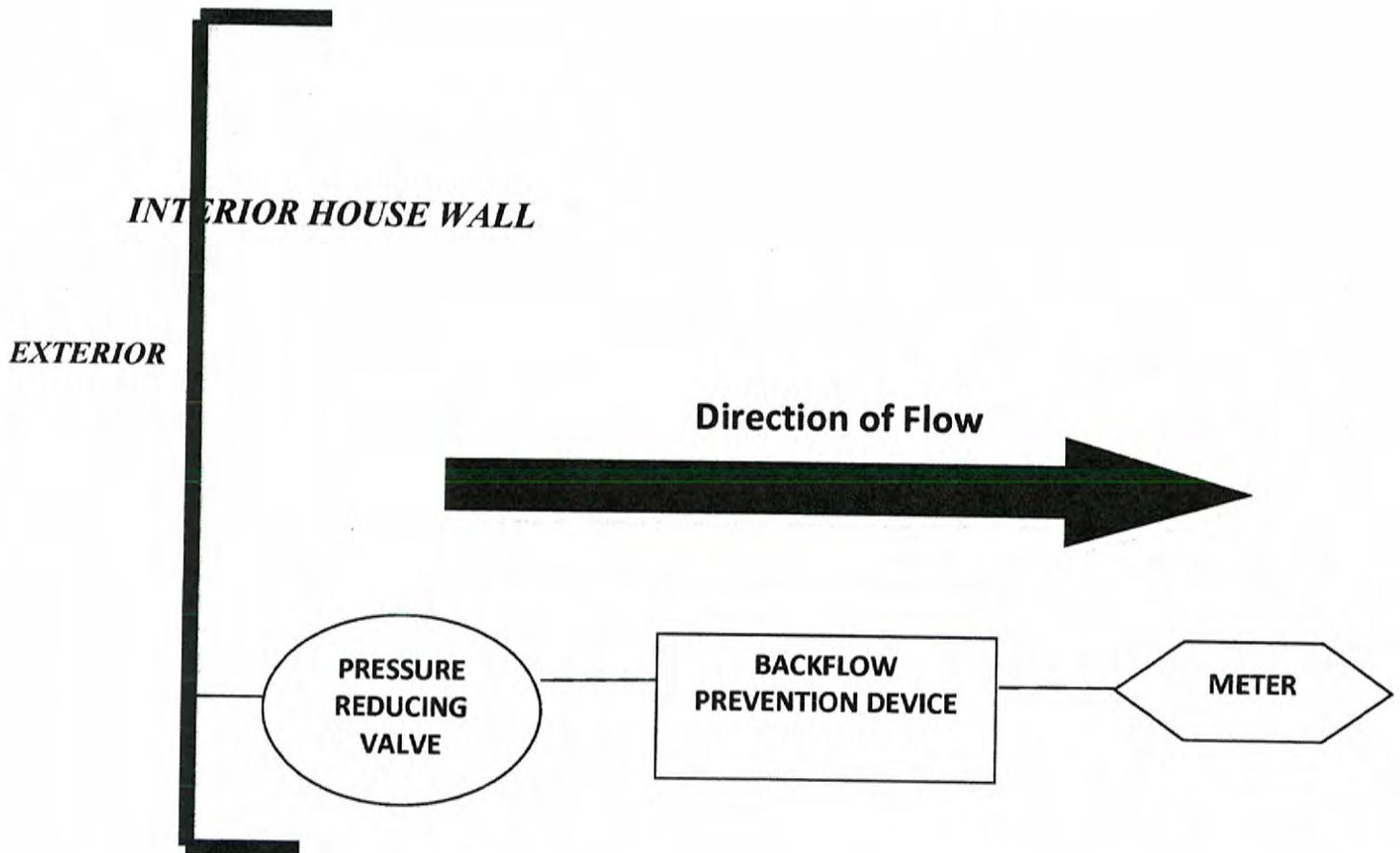
Issued by: 
Michael Brunetti

Title: _____

**NHPUC NO. 2 – Water
Rosebrook Water Company, Inc.**

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Attachment A: INSTALLATION SEQUENCE



THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

DW 19-131
Exhibit 5
TDD Access: Relay NH
1-800-735-2964
Tel. (603) 271-2431
FAX (603) 271-3878
Website:
www.puc.nh.gov

CHAIRMAN
Amy L. Ignatius

COMMISSIONERS
Michael D. Harrington
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland

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.

Yours truly,

A handwritten signature in black ink that reads "Denise R. McKeen".

Denise R. McKeen
Program Assistant II

Enclosures
cc: docketbk