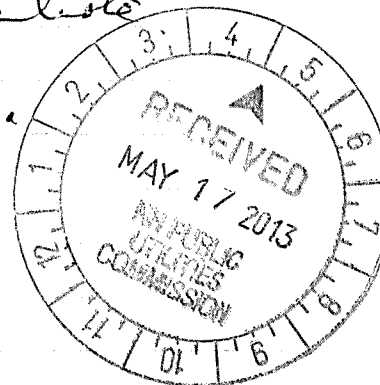


FEW Co.

Rate case 12 254

This selftalking party does not
approve of or agree to recommend
approval of the so called affiliate
agreement between the FEW Co.
and the Atlantic management



For the test year of 2011 there
appears a charge of \$8,100,00

The Commission must be made aware
that St Lyr states in his prepared
testimony that the FEW Co now has
The Computer driven Auction Books
Copy attached hereto.

Additionally the secretary appears to
do much work for Kate Sullivan
the Trustee of and for the Joseph E Sullivan Trust. ①

F E W Co

Rate Case 12.254

and that as trustee of the immense trust totaling of approx \$5,800,000,00 dollars Rate Sullivan's time appears to be spent on this trust and Rate Sullivan has not specified when where and on what his F E W Co time was spent.

2

Amount reported in 12-254
for 2011 test year for Atlantic
Operating '8,100.00
Bt Cpr Pre filed testing as to
Quicken Books.

Forest Edge Water Company
Statement of Income - Proforma Adjustments

Schedule 1A

Operating Revenues

1 2011 Test Year Proforma	\$19,461
2011 Test Year Actual	<u>23,836</u> ✓
Proforma Adjustment	<u>(\$4,375)</u>

To adjust test year revenues for portion of revenue related to temporary / permanent and rate case recovery

2 2011 Test Year Proforma	\$23,459
2011 Test Year Actual	<u>19,461</u> ✓
Proforma Adjustment	<u>\$3,998</u>

To adjust test year revenues for the additional revenue needed in order for the Company to earn its rate of return and to recover its expenses.

Total Proforma Adjustment to Operating Revenues (\$377)

Operating Expenses:

3 Purchased Power

2011 Test Year Proforma	\$3,318
2011 Test Year Actual	<u>3,570</u> ✓
Proforma Adjustment	<u>(\$252)</u>

To adjust test year expense for an additional month of purchased power expense

4 Pumping Expenses - Maintenance of Structure

2011 Test Year Proforma	\$1,007
2011 Test Year Actual <i>1/2 fat maintenance ?</i>	<u>3,020</u> ✓
Proforma Adjustment	<u>(\$2,013)</u>

To adjust test year expenses to an estimate annual maintenance for the pump station structures (\$3,020 / 3 years)

5 Outside Services - Management, Bookkeeping & Accounting

2011 Test Year Proforma	\$6,917
2011 Test Year Actual	<u>8,100</u> ✓
Proforma Adjustment	<u>(\$1,183)</u>

To adjust test year expenses for St. Cyr expenses related to step increase / mgmt exp / rate case

purchased power with need 3 or 4 separate bill
flower pump house
2. rate sulfur house
3. inside pump house
4. upper pump house
need copies of 12 month forecast as to 1/2 sulfur and as to Bookkeeping

6 Outside Services - Legal

2011 Test Year Proforma

2011 Test Year Actual 0

Proforma Adjustment \$0

To adjust test year expenses for legal costs incurred in 2012 for customer compliant (\$4,962 / 3 years)

7 Outside Services - Engineering

2011 Test Year Proforma

2011 Test Year Actual 0

Proforma Adjustment \$0

To adjust test year expenses for engineering costs incurred in 2012 for mapping of the water system.
(\$5,525 / 3 years)

8 Outside Services - Audit

2011 Test Year Proforma

2011 Test Year Actual 0

Proforma Adjustment \$0

To adjust test year expenses for anticipated costs as a result of PUC audit (\$1,500 / 3 years)

9 Franchise Requirements

2011 Test Year Proforma \$402

2011 Test Year Actual 452

Proforma Adjustment (\$50)

To adjust test year expenses for the elimination of late fee associated with corporate annual report

10 Regulatory Commission Expenses

2011 Test Year Proforma \$100

2011 Test Year Actual 2,095

Proforma Adjustment (\$1,995)

To adjust test year expenses for the elimination of rate case expenditure

Total Proforma Adjustments to Operation and Maintenance Expenses (\$5,493)

what franchise
adjustment
furnish copy
of same

need
actual breakdown
of said expenses
When, who
where?

FEWG

Rate Case 12-254

Operating and maintenance expenses
22,768

Taxes '688.00

Interest expenses possibly to Joseph E. Sullivan
Trust? '2,694.00

2010 '27,581.00 " " " " "

Trust
purchased power '3,570.00

pumping expense '3,020.00

Management Bookkeeping
and accounting '8,100.00

Franchise '402.00

Regulatory Comm.
Expenses '2,095.00



WHITE MOUNTAIN SURVEY & ENGINEERING, INC.

1270 ROUTE 16, POST OFFICE BOX 440

OSSIPEE, NH 03864-0440

TELEPHONE (603) 539-4118 FACSIMILE (603) 539-7912

WEB ADDRESS: www.whitemountainsurvey.com

April 3, 2013

Mr. Richard A. Lake
479 Blueberry Lane
North Conway, NH 03860

Re: New Hampshire Public Utilities Commission
Case DW 12-254
Forest Edge Water Company Testimony
February 28, 2013

Dear Richard:

I am in receipt of the New Hampshire Public Utilities Commission's transcription of the Public Hearing which took place on February 28, 2013 on the above referenced matter. You provided me with Page 1 and Page 63 of that transcription and specifically asked me to comment on Line 8 through 11 where Nathaniel Sullivan testified that he had received a quote from White Mountain Survey for some work.

Since I am responsible for preparing all of the proposals that White Mountain Survey & Engineering prepares, I would have been the individual who Nathaniel Sullivan would have received a proposal from. We have electronic records going back to the year 2000 on every proposal that I have ever written in that time frame. I searched our records from 2005 through 2013 and found no proposals to Nathaniel Sullivan or Forest Edge Water Company.

Mr. Sullivan's testimony in Line 10 and 11 indicates that he provided information during some discovery and if he could produce a document which I authored, I can only assume it was done for someone other than Nathaniel Sullivan or Forest Edge Water Company.

If you have any additional questions or concerns, please do not hesitate to contact me directly at 539-4118, extension 315.

Sincerely,
White Mountain Survey & Engineering, Inc.

James F. Rines, P.E., L.L.S., C.P.E.S.C.
President

LAND SURVEYING & PLANNING · CIVIL ENGINEERING · EXPERT TESTIMONY · SEPTIC DESIGN
Providing Professional and Courteous Service Since 1977

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

February 28, 2013 - 10:42 a.m.
Concord, New Hampshire

RE: DW 12-254
FOREST EDGE WATER COMPANY:
Notice of Intention to File a Change
in Rate Schedules.
(Hearing on Stipulation Agreement
regarding permanent rates)

PRESENT: Chairman Amy L. Ignatius, Presiding
Commissioner Robert R. Scott
Commissioner Michael D. Harrington

Sandy Deno, Clerk

APPEARANCES: Reptg. Forest Edge Water Company:
Stephen P. St. Cyr
Mathaniel Sullivan

Richard A. Lake, pro se

Reptg. PUC Staff:
Marcia A. Brown, Esq., Esq.
Mark Naylor, Director/Gas & Water Division
Jayson Laflamme, Gas & Water Division

Court Reporter: Steven E. Patnaude, LCR No. 52

T. Barker

Richard A. Lake

[WITNESSES: St. Cyr|Laflamme|Sullivan]

1 Q. Do you consider his work being accurate to what he had
2 done or have you found problems with his surveyor?

3 A. (Sullivan) I don't -- I'm happy with his work, yes.
4 I'm not an engineer. So, I couldn't speak to the level
5 of degree to his "did he get right absolutely perfectly
6 or not?" That's why we hire him.

7 Q. What were the other quotations, Mr. Sullivan?

8 A. (Sullivan) The other one was from White Mountain
9 Survey, and it was approximately -- I believe it was
10 \$9,000. It's in the information that we submitted
11 during discovery.

*Produce
same*

12 Q. I don't think I ever saw it. Now, you said that a
13 Pennichuck engineer checked out this so-called
14 fictitious 2-inch water line that I had discussed
15 before. Were you there?

16 A. (Sullivan) I met the engineer who walked through the
17 property, I was not on the property. We had contacted
18 him during the last rate case, to make sure that we
19 were not operating outside the franchise area. The
20 engineer went to the property to do an inspection on
21 the meter and the lines, and said that everything
22 seemed to be in order. That they were hooked up to
23 their system and --

24 Q. But how do you know? Do you have anything in writing?

{DW 12-254} {02-28-13}

White Mountain Surveyor from Rline 539-4118

OUTAGES

Forest Edge Water Company Outages

2005

2006

2007

DATE	# of DAYS	DATE	# of DAYS	DATE	# of DAYS
2/25	1	2/27	1	1/20-23	3
3/11-12	2	10/29	1	3/11-13	3
3/15	1	11/5	1	3/21	1
3/18	1	12/25-26	2	5/7-11	5
3/22	1			6/13-15	3
3/27	1	4 times	5 days	6/20	1
4/1	1			6/27-28	2
7/19-20	2			7/20	1
8/13	1			9/17	1
9/11-12	2				
				9 times	20 days
10 times	13 days				

FEW Co

Rate Case 12-254

Attached you will find
3 sheets showing who
took the water tests & their
results.

2 results are over the MCH
and places FEW Co in deficiency
status. While others are close
to said 4.0 MCH for 1 leader.

Mr Sullivan stated in the hearing
that FEW Co had no deficiencies.

F E W Co

Rate Case 12-254

In addition until & if
or when FEWC obtains
a certified survey as to
the requirements as dictated
by the DES showing and describing
the complete water system they
are regarded as being in serious
deficiency.



SANITARY SURVEY DEFICIENCY REPORT

New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095



System Name: Conway Forest Edge PSW ID #: 0512060
Town: Conway Site Visit #: 12010 Site Visit Date: 4 April 2012

Pursuant to RSA 485 and NH Administrative Rules Env-Dw 717 and 720, a sanitary survey/consultation was conducted on the above public water system by DWGB staff. Significant deficiencies which have a direct impact on the water system's water quality or reliability are cited below. All significant deficiencies must be corrected within 30 days (unless a shorter time period has been noted) or a Corrective Action Plan (CAP) that outlines proposed corrective actions and deadlines must be submitted to DES for approval within 30 days from the receipt of this deficiency report. Failure to comply with these requirements or the failure to comply with a DES approved CAP, will result in an enforcement action that may include the issuance of a treatment technique violation requiring public notice:

Significant Deficiencies

- | | |
|---|--|
| <input type="checkbox"/> Top of Well is Buried (BUW) | <input type="checkbox"/> Top of Well can be Flooded (FLW) |
| <input type="checkbox"/> Well Construction Inadequate (WCI) | <input type="checkbox"/> Contaminants in Well Radius (HPH) |
| <input type="checkbox"/> Well Pump Inoperative (WPI) | <input type="checkbox"/> Well is Not Sealed (SAN) |
| <input type="checkbox"/> Sampling Taps (TAP) | <input type="checkbox"/> Non-Approved Well Online (NAW) |
| <input type="checkbox"/> Treatment Inoperative (TRF) | <input type="checkbox"/> Storage Tank subject to Contamination (STO) |
| <input checked="" type="checkbox"/> Unsanitary Pump house (UNP) | <input type="checkbox"/> No Duplicate Booster Pump (DUP) |
| <input type="checkbox"/> Pump house subject to Flooding (FPH) | <input type="checkbox"/> No Certified Operator (COP) |
| <input type="checkbox"/> Other Significant Deficiencies/Comments: <u>Clean up insulation droppings in</u>
<u>upper pressure tank house</u> | |

✓ **CORRECT AND NOTIFY DES IN WRITING AND/OR SUBMIT CORRECTIVE ACTION PLAN**

I acknowledge receipt of this Sanitary Survey Significant Deficiency Report and the requirement for their correction and written notification to DES or submittal of a written Corrective Action Plan within 30 days upon receipt of this deficiency report.

[Signature]
Owner/Owner's Representative/Certified Operator (Circle One)

4 April 2012
Date Signed

4-10-2012 (BWR)
Date Sent to Owner

[Signature]
DWGB Staff Surveyor

4 April 2012
Date

WHITE-OWNER

YELLOW-FILE

PINK-SURVEYOR

Rev. February 2011, H:FORMS

KJR QCD 4-10-2012



IOC Reporting Form NH Water Supply Engineering Bureau Safe Drinking Water Act

System Name: Forest Edge Date & Time Sample Taken: 7/29/08 1400
 EPA and Source ID #: 0512060 Lab Name: A+L Laboratory Inc
 Town Location: CONWAY Lab Contact Person: Jon Dyer
 Sampling Agent: EX Lyons Lab Phone: 207-784-5854
 Sampling Agent Daytime Phone #: 356-6767 Certified Lab ID #: 2501
 Sampling Category: ROUTINE Lab Sample ID: 7054
 Sample Collection Point: DEP Tap / PH / Blend Date Lab Work Completed: 7/30/08
001 + 102 Deepnd Lab Signature: [Signature]

Comments:

Over MCL of 4.0

CODES & CONTAMINANTS	RESULTS IN MCL	LAB METHODOLOGY
1074 - Antimony		<div>RECEIVED</div> <div>AUG 22 2008</div> <div>DES/DWGWB</div>
1075 - Beryllium		
1096 - Nickel		
1045 - Thallium		
1024 - Cyanide		
1010 - Barium		
1015 - Cadmium		
1020 - Chromium		
1035 - Mercury		
1045 - Selenium		
1023 - Fluoride	4.23 *	4500 F
1005 - Arsenic		
1055 - Sulfate		
1017 - Chloride		
1028 - Iron		
1032 - Manganese		
1030 - Silver		
1095 - Zinc		
1052 - Sodium		

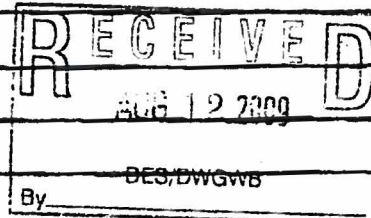


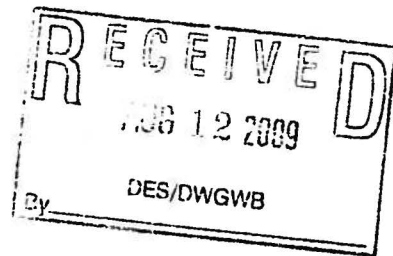
IOC Reporting Form NH Water Supply Engineering Bureau Safe Drinking Water Act

System Name: Forest Edge Date & Time Sample Taken: 8/3/09 1245
 EPA and Source ID #: 0512 060 Lab Name: A+L Laboratory Inc
 Town Location: CONWAY Lab Contact Person: Jon Dyer
 Sampling Agent: Gerald Ford * Lab Phone: 207-784-5354
 Sampling Agent Daytime Phone #: 356-6767 Certified Lab ID #: 2501
 Sampling Category: Routine Lab Sample ID: 7665
 Sample Collection Point: DEP Tap PH/Blend Date Lab Work Completed: 8/3/09
001 + 102 Deepnd Lab Signature: [Signature]

Comments: Over the MCL of 4.00

CODES & CONTAMINANTS	RESULTS IN MCL	LAB METHODOLOGY
1074 - Arsenic		
1075 - Barium		
1036 - Nickel		
1085 - Total Lead		
1024 - Cyanide		
1010 - Boron		
1015 - Cadmium		
1020 - Chromium		
1035 - Mercury		
1045 - Selenium		
1025 - Fluoride	4.17 *	4500 F
1005 - Arsenic		
1055 - Sulfate		
1017 - Chloride		
1028 - Iron		
1032 - Manganese		
0540 - Silver		
095 - Zinc		





NOU-05-1998 15:42

NHDES USE3

6832715171 P.18:18



IOC Reporting Form
NH Water Supply Engineering Bureau
Safe Drinking Water Act

System Name: Forest Edge Date & Time Sample Taken: 8/3/09 12:45
EPA and Source ID #: 0512060 Lab Name: A+L Laboratory Inc
Town Location: Conway Lab Contact Person: Jon Dyer
Sampling Agent: Gerald Ford * Lab Phone: 207-784-5854
Sampling Agent Daytime Phone #: 356-6767 Certified Lab ID #: 2501
Sampling Category: Make-up Lab Sample ID: 7666
Sample Collection Point: DEP Tap/PH/Blend Date Lab Work Completed: 8/3/09
001 + 102 Deepnd Lab Signature: [Signature]

Comments:

4:0 MCL

CODES & CONTAMINANTS	RESULTS IN MCL	LAB METHODOLOGY
1074 - Antimony		
1075 - Barium		
1036 - Nickel		
1085 - Thallium		
1028 - Cyanide		
1010 - Boron		
1015 - Cadmium		
1020 - Chromium		
1083 - Mercury		
1045 - Selenium		
1023 - Fluoride	3.98	4500 F
1005 - Arsenic		
1055 - Sulfate		
1017 - Chloride		
1026 - Iron		
0112 - Manganese		
0910 - Silver		
0995 - Zinc		

Supply Engineering Bureau
Safe Drinking Water Act

System Name: <u>Forest Edge</u>	Date & Time Sample Taken: <u>11/16/09 900</u>
EPA and Source ID #: <u>DE12060</u>	Lab Name: <u>ATL Laboratories</u>
Town Location: <u>Conway</u>	Lab Contact Person: <u>Jon Dyer</u>
Sampling Agent: <u>Gerald Ford</u> *	Lab Phone: <u>207 784-5354</u>
Sampling Agent Daytime Phone #: <u>356-6767</u>	Certified Lab ID #: <u>2501</u>
Sampling Category: <u>Baseline</u>	Lab Sample ID: <u>7802</u>
Sample Collection Point: <u>DEP Tap/PH/Blend 001</u> <u>#102 Deepnd</u>	Date Lab Work Completed: <u>11/17/09</u>
	Lab Signature: <u>[Signature]</u>

CONCENTRATIONS	RESULTS IN MG/L	LAB METHODOLOGY
24 - Arsenic		
23 - Barium		
26 - Bismuth		
15 - Cadmium		
24 - Cyanide		
10 - Boron		
15 - Chloride		
16 - Fluoride		
5 - Manganese		
5 - Selenium		
5 - Fluoride	3.89	4500F
5 - Sulfate		
7 - Chloride		
1 - Iron		
1 - Manganese		
1 - Silver		
1 - Zinc		



Drinking Water and Groundwater Bureau
Analysis Request Form
BACTERIA (Total Coliform Rule)
Compliance Sample Site(s) per Master Sampling Schedule

November 14, 2007

Page 1 of 2

EPA ID: 0512080

System Name: FOREST EDGE

PWS Town: CONWAY

Sample Category: Routine ☒ Repeat ☐ Make-up ☐



Collected By: F.X. LYONS INC *X*
(Print Name)

Signature: _____

I certify that all samples taken are from the sites listed below and all information provided on this form to the lab is valid.

Phone Number: 356-6767

Results for the Month of: FEB Year: 2008



[Redacted]								
001	LOT 16 /MCINERNEY RESIDENCE	2-5-08 1230		28568	2/5/08 1600	A		A

According to DES records, this system DOES NOT CHLORINATE. If the system is chlorinating, free chlorine residual concentrations must be measured and recorded at the time of sample collection. If "Full time" CHLORINATION is in place, please contact DES DWGB to update the appropriate records by email DWGBinfo@des.state.nh.us or by calling 271-2950/271-3544.

Laboratory Name Responsible for Analysis: A1L LAB INC

Laboratory Cert. ID#: 2501

Laboratory Phone #: _____

Received at Laboratory by: _____

other



Water Supply Engineering Bureau
Analysis Request Form

October 9, 2002

Page 1 of 1

BACTERIA

System Name: FOREST-EDGE

EPA ID: 0512060

Collected By: FIX LYONS INC *
(Print Name)

Site Town: CONWAY

Signature: _____
I certify that all samples taken are from state required sites.

Phone Number: 356 6762

Results for the Month of: Aug Year: 2007

Sample Category: Routine ☒ Repeat ☐ NonCompliance ☐

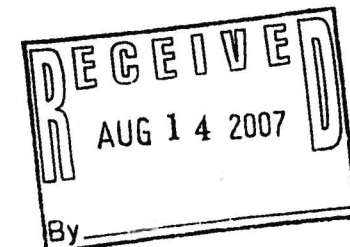
Site Id	Sampling Location	Date & Time Sample Taken	Lab Sample Id #	Date & Time Sample Was Processed	Total Coliform Count P or A	Non- Coliform Count	Fecal Coliform or E Coli P or A
001	LOT 18 MCINERNEY RESIDENCE	8-6-07 1015	27303	8/6/07 1600	A		A

Laboratory Name Responsible for Analysis: ATL LAB

Laboratory Cert. ID#: 2501

Laboratory Phone #: 447-4826

Received for Laboratory. BY: Jonathan T. Dyer



Services

NH Water Supply Engineering Bureau
Safe Drinking Water Act

Station Name: Forest Edge Date & Time Sample Taken: 5/11/10 830
Mail Source ID #: 0512060 Lab Name: ATL Laboratories
Location: CONWAY Lab Contact Person: Jon Dyer
Sampling Agent: Gerard Ford * Lab Phone: 207 784-5354
Sampling Agent Daytime Phone #: 356-6767 Certified Lab ID #: 2501
Sampling Company: DES/DWGWB Lab Sample ID: 8001
Sample Collection Point: DEEPEND / PH / Blend Date Lab Work Completed: 5/11/10
MAY 14 2010 001 HOB Deepend Lab Signature: Just T. Dyer
DES/DWGWB

CONSTITUENTS	RESULTS IN MG/L	LAB METHODOLOGY
1 - Acetate		
2 - Ammonia		
3 - Nitrate		
4 - Total Hardness		
5 - Cyanide		
6 - Barium		
7 - Cadmium		
8 - Chromium		
9 - Mercury		
10 - Selenium		
11 - Fluoride	3.83	4500 F
12 - Arsenic		
13 - Sulfate		
14 - Chloride		
15 - Iron		
16 - Manganese		
17 - Silver		

NH Water Supply Engineering Bureau
Safe Drinking Water Act

Source Name: Forest Edge Date & Time Sample Taken: 11/10/10 915
 EPA and Science ID #: 0512060 Lab Name: ASH Laboratories
 Town Location: CONWAY Lab Contact Person: Jon Dyer
 Sampling Agent: Gerald Ford * Lab Phone: 207 784-5354
 Sampling Agent Daytime Phone #: 356-6767 Certified Lab ID #: 2501
 Sampling Category: Routine Lab Sample ID: 7895
 Sample Collection Point: DEP Tap/ PH/ Blend Date Lab Work Completed: 1/20/10
001 + 102 Deepnd Lab Signature: John T. Dyer

Maximum Contaminant Level on Filtration is 17.00

CONCENTRATIONS & CONTAMINANTS	RESULTS IN MCL	LAB METHODOLOGY
74 - Arsenic		
75 - Barium		
36 - Nickel		
85 - Tin		
24 - Cyanide		
10 - Boron		
15 - Cadmium		
19 - Chromium		
15 - Mercury		
15 - Selenium		
5 - Fluoride	3.73	4500 F
5 - Arsenic		
5 - Sulfate		
7 - Chloride		
8 - Iron		
2 - Manganese		
0 - Silver		
5 - Zinc		
2 - Sodium		

RECEIVED
 JAN 26 2010
 DES/DWGWB
 By: _____

Pat Sullivan

FEW Co. 2011 Rate Case DW 12-254

FEW Co received "23,836 for the
twelve months in 2011 by adding

the added units

at 567.00

2
1134.00

23836.00

1134.00

24970.00

page 6 St Cyr.

While the St Cyr accounting

my #H shows authorized present

revenue as being 19,461.00

24,970.00

19,461.00

5,409.00 more than authorized.

Crane Sullivan

FEW Co. 2011 Rate case DW 12-254

FEW Co received \$23,836 for the

twelve months in 2011 by adding

the additional units

at \$567.00

2
1134.00

23836.00

1134.00

24970.00

page 6 St Cyr.

While the St Cyr accounting

my # shows authorized present

revenue as being \$19,461.00

24,970.00

19,461.00

5,409.00 more than authorized.

F E W Co

Rate Case

12-254

Now we see St Lyr stating Page 77
the balance of the so called loan
on 12-31-10 as being "36,663.00
and on 12-31-11 as being "35,607.58
without any detail as to when payments
were made balance after each monthly
payment made including late charges.
Who paid check # etc.

Page 81 skipped over question 3
on to question 4.

Page 86 line 21, What was the balance
of the so called note on Dec 31 2012
answer from Mr Saffernne I do not
have that note!

2

F E W Co.

Rate Case 12-254

General ledger balance page
72 line 20 \$35,608.00

Executed promissory note 12-24-2009
Page 72 line 22-24 page 73
line 1 \$37,454.00

page 73 line 18 Pd almost \$7,000.00
actually should be 2x \$3584.00
line 14 or \$7,168.00

page 73 line 23-24 outstanding balance
\$35,608.00

However no explanation how
many monthly payments of \$ were
pd on time as the note calls for
penalty if 10 days late.

Therefore a schedule must be made
showing when payment were made with
monthly balance including late charges.

①

F E W Co

Annual Report ending 12,31,2011

Long term debt '35,608.00 was '36,563.00

accounts payable '942.00 was '2,098.00

misc current
and accrual liabilities '10,566.00 was '11,285.00

'11,508.00 was '13,383.00

Operating revenue '23,836.00 was '22,651.00

taxes other than income '688.00 was '679.00

operating expenses '22,768.00 was '23,952.00

Interest expense '2,694.00 was '2,758.00

Retirement of Debt
Long Term '955.00 was '891.00

Ending cash '13,725.00

Year End Structures + Improvements '9126.00
Wells + Springs '7471.00
Pumping equipment '181382.00
Wast Reservoir '5930.00
Inventories + Dist. costs '9646.00

TRUSTEE'S ACCOUNTS SUMMARY
Based on Information Provided by Trustee's Attorneys

20

Category	6/30/06-6/30/08	7/1/08-6/30/09	7/1/09-6/30/10	6/30/10-7/1/11
Value of Property Received	\$ 5,806,446.48	5,161,650.49	5,102,711.25	4,746,128.74
Principal Additions	241,578.31	4,699.02	34,751.42	105,547.72
Income	225,236.22	138,914.56	115,068.48	107,547.69
Gains/Losses	77,818.00	359,367.12	69,630.95	(243,638.46)
Loans			106,000.00	0
Distributions			150,000.00	0
Expenses (2 years)	1,189,428.52	561,919.94	320,033.36	447,428.62 = \$2,518,808 / 5 = \$503,761/year
Remaining Assets	5,161,650.49	5,102,711.25	4,746,128.74	4,268,258.07

\$ 5,806,446

- 4,268,258

\$ 1,538,188 decrease in value of trust assets in 5 years

20

6. It was not until 26 March 2012 that respondents were advised that Judge O'Neil had been appointed to preside over this case.

7. On 18 May 2012 the court granted, in part, respondents' *Motion to Compel* directing production of 18 specific items. As to the remaining items requested, the court observed "... those bear on issues in the accountings [and] ... the trustee's administration of the trusts which are not raised in the pleadings before the court."

8. The discovery ordered was not forthcoming. On 9 July 2012, respondents filed a *Motion for Contempt* advising the court that the discovery it ordered produced had not been produced. In its Motion respondents again observed:

"In support of this motion respondents say they have repeatedly attempted to obtain detailed and pertinent information concerning their interests in the Joseph E. Sullivan, Jr. Revocable Trust of 1998 but as of yet have not received same.

"... [R]espondents state that petitioner has failed to provide them with sufficient financial information such that they can reasonably analyze the relief requested by the petitioner in the Petition and determine whether the proposed action(s) and petitioner's past conduct are equitable and in the best interests of the respondents. In conjunction with their Answer, respondents filed a *Motion to Compel Production* since their efforts individually and by other counsel over the last 5 years have failed to convince petitioner to provide sufficient financial information in understandable and useful form to allow respondents to determine the value of their interests and how best to protect the respondents' interests. What little financial information petitioner has provided on an irregular basis was in a form insufficient, unsupported and lacking in detail to allow them to accurately determine the propriety of petitioner's actions and to value the respondents' shares in the Exempt Trust and the Nonexempt Trust. Given petitioner's declarations to the respondents that they will never receive any of their interests in the trusts, his continuing failure to honor the terms of the trust requiring him to pay their health-care costs and expenses, his failure to honor the terms of the trust requiring him to provide education benefits, and his failure to readily and quickly provide financial information which presumably petitioner must have already compiled for business and tax purposes, respondents must reluctantly attribute his actions (or lack thereof) to ignoble and nefarious purposes, which is why they filed a motion to compel production."

9. Based on the Trustee Accounts which respondents have received, and on petitioner's continuing failure to respond to the court's order regarding discovery, on or about 11 July 2012 the respondents filed their *Verified Motion for Accounting* which is the subject of the instant motion.

10. Finally, once it had received the *Verified Motion for Accounting*, on or about 19 July 2012 petitioners finally provided the discovery the court had ordered on 18 May 2012.

11. In support of the *Verified Motion for Accounting*, on or about 1 August 2012 the respondents filed a *Renewed Motion to Compel Production* which is pending.

false

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, Jean R. Botelho, of Box 43, East Freetown, County of Bristol and Commonwealth of Massachusetts, for consideration paid, grant to William A. Lake, a single person, of mailing address: P.O. Box 1232, North Conway, New Hampshire, 03860, with WARRANTY COVENANTS, the following:

A certain tract of land with the buildings and improvements thereon situated westerly of Blueberry Lane, so-called, in North Conway, Town of Conway, County of Carroll, State of New Hampshire, bounded and described as follows:

Beginning at an iron pin in the southerly line of said Blueberry Land at the northeasterly corner of Lot #4; thence easterly and southerly along the line of said Lane 160.4 feet to an iron pin; thence southerly along said Lane 73.4 feet South to an iron pin in the corner of Lot #8; thence South 56° West 248.2 feet to a stone bound at the intersection of ten lots; thence North 21° 20" East along Lot #4 367.5 feet to the iron pin which is the point of beginning. Containing .72 + or - acres, more or less.

Meaning and intending to describe and convey Lot #6 as shown on plan entitled "Plan of Land in Conway N.H. Property of Joseph Sullivan. "Subdivision Plan: Forest Edge II" dated December 1973, approved by the Town of Conway Planning Board on February 7, 1974 and recorded in Carroll County Records, Plan Book 26, Page 68. Said Plan was re-recorded on July 23, 1974, in said Records, Plan Book 27, Page 81.

Lot #6 is conveyed SUBJECT TO Declaration of Easements and Restrictions, dated September 23, 1975, recorded in said Records, Book 602, Page 353, and together with the benefit of all appurtenances thereto. SUBJECT ALSO TO Amendment thereto dated June 17, 1976, recorded in said Records, Book 627, Page 243.

Also conveyed to said grantee, his heirs and assigns, is the right, in common with Kearsarge Building Company, Inc., its successors and assigns, to pass and repass over the access roadways shown on said plan, to which said Kearsarge Building Company, Inc., has title. Said access roadways are private roads and it is not intended that said roads shall now or at any future date become town roads; by the acceptance of this deed, the grantee agrees to pay a prorata share of the expenses of maintaining and plowing said roadways.

The foregoing parcel of land is not homestead property.

Meaning and intending to describe and convey those premises conveyed to the grantor by Warranty Deed of Kearsarge Building Company, Inc. to Jean R. Botelho and Jessica L. Kennett dated July 25, 1986 and recorded in the Carroll County Registry of Deeds at Book 1122, Page 302. Said Jessica L. Kennett having predeceased Jean R. Botelho; said Jessica L. Kennett's date of death being April 18, 1987, please see Death Certificate being recorded contemporaneously herewith.

Page two

of EXECUTED by the grantor, Jean R. Botelho, on the day
, 1987.

Jean R. Botelho

STATE OF NEW HAMPSHIRE
CARROLL, SS.

, 1987

Personally appeared the above named Jean R. Botelho and
acknowledged the foregoing instrument by him made to be his
voluntary act and deed.

Before me,

Notary Public/Justice of the Peace
my commission expires:

DECLARATION OF EASEMENTS AND RESTRICTIONS

WITNESSETH:

WHEREAS, Kearsarge Building Company, Inc., is the owner of certain land located in Conway, New Hampshire, conveyed to said Kearsarge Building Company, Inc., by deed of Joseph E. and Joan Ann Sullivan, dated February 4, 1972, recorded in Carroll County Records, Book 506, Page 364; and

WHEREAS, a declaration of certain easements and restrictions covering a portion of said land known as "Forest Edge I", dated March 15, 1972, was recorded in Carroll County Records, Book 507, Page 487; and

WHEREAS, said Kearsarge Building Company, Inc., has divided a portion of its remaining land into lots numbered one (1) through thirty (30), carved out of said parcel conveyed by said deed recorded in said Records, Book 506, Page 364; and

WHEREAS, said thirty lots are shown on plan entitled "Plan of Land in Conway, New Hampshire. Property of Joseph Sullivan. Subdivision Plan: 'Forest Edge II'," prepared by Thaddeus Thorne-Surveys, dated December 1973. Said plan was approved by the Town of Conway Planning Board on February 7, 1974, and recorded on February 14, 1974, in Carroll County Records, Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974 in said Records, Plan Book 27, Page 81; and

WHEREAS, it is desired to impose certain easements and restrictions on said land for the protection of said Kearsarge Building Company, Inc., and its subsequent owners;

NOW, THEREFORE, Kearsarge Building Company, Inc., a New Hampshire corporation with a place of business in North Conway, in the Town of Conway, Carroll County, State of New Hampshire, hereby declares that its said land located in Conway, New Hampshire, is and shall be held and conveyed subject to the easements and restrictions hereinafter set forth:

1. All lots or parcels of land conveyed, with the exception of lot marked "Condominium Lot" shall be used for residential purposes only and the usual and natural uses in connection therewith. Said "Condominium Lot" shall be reserved for the construction of condominium units.
2. No structure or building shall be erected, altered, placed or permitted to remain on any lot numbered one (#1) through thirty (#30) on plan entitled "Plan of Land in Conway, New Hampshire. Property of Joseph Sullivan. Subdivision Plan: 'Forest Edge II'," prepared by Thaddeus Thorne-Surveys, dated December 1973, other than a single family dwelling not to exceed two stories in height, together with appurtenant two car garage or car shelter.
3. No temporary structure shall be built upon any lot other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed upon completion of any building operation; and no buildings or structures on the property shall be covered with tarred paper or any other temporary wall covering.
4. No trailers, mobile homes, campers or tents shall be placed or maintained on any lot or parcel of land.

CARROLL COUNTY REGISTRY
RECEIVED 10:30 AM Sept 23, 1975
Leroy Decker
page one of three pages

5. Any dwelling or other building erected, placed or altered on any lot or parcel of land must have written approval of Kearsarge Building Company, Inc., its successors or assigns before construction is commenced, both as to the location of the dwelling or other building on the lot or parcel of land and as to the type and style of architecture and the type and quality of the building materials used. Approval will be granted only after the submission of satisfactory plans, specifications, and a site plan showing location of proposed structure(s) on the lot or parcel of land.

6. All structures shall be completed on the exterior within six (6) months from start of construction including two coats of paint, stain or varnish on any exterior surfaces. Exterior walls must be finished with approved siding material or if concrete block is to be used as an exterior surface, it must be painted with two coats of masonry paint. No tar paper, tarred shingles, or other types of tarred siding allowed.

7. No livestock, poultry or other animals shall be kept, maintained, or allowed on any lot or parcel of land other than household pets not offensive to owners of adjoining or neighboring property.

8. No lot or parcel of land conveyed by Kearsarge Building Company, Inc., its successors or assigns, shall be subdivided without the written approval of said Kearsarge Building Company, Inc., its successors or assigns.

9. No signs or advertising devices will be allowed on any lot or parcel of land without the prior written approval of Kearsarge Building Company, Inc., its successors or assigns.

10. All sanitary plumbing and sewage disposal shall conform with the minimum requirements of the local governing authorities and the State of New Hampshire.

11. Owners of unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on the premises. No dumps are allowed and no unregistered vehicles are permitted on any lot or parcel of land.

12. Each house lot or other parcel of land and all improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance. No junk material or debris shall be stored on the premises, etc., and should any improvements on the premises be damaged by casualty or wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements herein set forth, with no unsightly debris left on the premises. No noxious, dangerous, offensive or unduly noisy activity of any nature, or any activity that may be or become an annoyance or nuisance to owners of other land, shall be permitted on any part of the land conveyed herein.

On default of any provision herein, Kearsarge Building Company, Inc., its successors or assigns, may keep and maintain said property at the expense of the owner and/or owners and shall have the right to reimbursement for sums paid therefor, plus reasonable attorneys fees.

13. No stumps, slash, branches, boulders or other similar material shall be left on said premises after any improvements have been completed. In the event of fire, building must be repaired or demolished and cellar hole filled in within six months.

14. All bottled gas tanks shall be enclosed or located so that they are not visible from any other lot or any road.

15. No business, trade or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or parcel of land, without the written approval of Kearsarge Building Company, Inc., its successors or assigns.

16. With respect to all ways and areas to which any rights or interests in the land of Kearsarge Building Company, Inc., may be now or hereafter conveyed, Kearsarge Building Company, Inc., reserves for itself and its successors and assigns, as appurtenant to all remaining land, the right to use said ways and areas in common with any purchaser of its lots or parcels of land or subsequent owners, the right to grant to any other person or persons the right to use the same in common with such owners and others from time to time entitled to use the same, and the right from time to time to use or to grant to others the right to use said ways and areas for the purpose of installing, maintaining, replacing, removing and using sewers, drains, water mains and related equipment, gas pipes, electric lights, power and telephone wires and other public services, and necessary poles or conduits. The aforementioned rights shall be automatically null and void as to any said ways or areas which may become public ways or dedicated to public use. Each owner shall pay a proportional share of costs.

The right to use said ways and areas in common shall be subject to the condition that the grantee(s) pay a prorata share of expenses of maintaining such ways and areas, and said Kearsarge Building Company, Inc., reserves the right to organize an association of lot owners supported by payment of a prorata share of the expenses of maintenance of the property to be conveyed to such an association, and the grantee(s) of any lot or lots, by their acceptance hereof, agree(s) and covenant(s) to become, and shall be, a member of such an association, to which Kearsarge Building Company, Inc., may transfer all or any part of its ownership, rights and duties with regard to such common facilities, their maintenance, improvements and regulations. Membership in said association shall be limited to the purchasers of property in said tract.

17. These covenants, easements and restrictions are imposed as a part of a general scheme for the protection and benefit of Kearsarge Building Company, Inc., and each subsequent owner of lots or parcels of said Kearsarge Building Company, Inc., land. These covenants, easements and restrictions shall run with the land and be binding on all parties under them for a period of twenty (20) years from March 15, 1975, and may be extended for successive periods of ten (10) years by vote of a majority of the owners of said lots or parcels of land.

18. Anything herein to the contrary notwithstanding, Kearsarge Building Company, Inc., and its successors and assigns, reserve the right to change or modify these covenants and restrictions by duly recorded amendment(s) hereto, but no such change or modification shall affect or impair the rights of owners of lots previously conveyed.

WITNESS its hand and seal this 23rd day of September, 1975.

Witness:

Terri Conlon

to both

KEARSARGE BUILDING COMPANY, INC.

BY

Joseph E. Sullivan
JOSEPH E. SULLIVAN, PRESIDENT

BY

Joan A. Sullivan
JOAN A. SULLIVAN, CLERK

AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS
OF FOREST EDGE II, NORTH CONWAY, TOWN OF CONWAY,
NEW HAMPSHIRE, PROPERTY OF
KEARSARGE BUILDING COMPANY, INC.

WHEREAS, Kearsarge Building Company, Inc., is the owner of certain land located in Conway, New Hampshire, conveyed to said Kearsarge Building Company, Inc., by deed of Joseph E. and Joan Ann Sullivan, dated February 4, 1972, recorded in Carroll County Records, Book 506, Page 364; and

WHEREAS, Kearsarge Building Company, Inc., recorded certain easements and restrictions covering said land known as Forest Edge II by instrument dated September 23, 1975, recorded in said Records, Book 602, Page 353; and further

WHEREAS, Kearsarge Building Company, Inc., now wishes to modify said easements and restrictions in accordance with Paragraph 18 of said Declaration recorded in said Records, Book 602, Page 353, to provide for the construction of a horse barn on lot shown as "Condominium Lot" on plan recorded in said Records, Plan Book 26, Page 68, rerecorded in Plan Book 27, Page 81, for the purposes of conducting equestrian activities thereon, such as riding instruction, horse training, boarding of horses, and all other related equestrian activities.

NOW, THEREFORE, Kearsarge Building Company, Inc., does hereby amend said Declaration of Easements and Restrictions recorded in said Records, Book 602, Page 353, by striking out Paragraph 7 therein and inserting in place thereof the following:

"7. No livestock, poultry or other animals shall be kept, maintained, or allowed on any lot or parcel of land other than household pets not offensive to owners of adjoining or neighboring property, except that equestrian activities such as riding instruction, horse training, boarding of horses and all other related activities, may be conducted on land shown as 'Condominium Lot' on said plan recorded in Plan Book 27, Page 81."

WITNESS its hand and seal this 17th day of JUNE, 1976.

Witness:

Virginia Pearson
Virginia Pearson

KEARSARGE BUILDING COMPANY, INC.

BY

Joseph E. Sullivan
JOSEPH E. SULLIVAN, PRESIDENT

BY

Joan A. Sullivan
JOAN A. SULLIVAN, CLERK

CARROLL CO. REGISTRY

Rec'd at 900 o'clock A. M

JUN 24 1976

Recorded Book Page

Attest: Leroy Deane
Register

LIBER 627 PAGE 243

Forest Edge Water Co
Regents Rate Case 12-254

Attached is copy of Court
Order in the Matter of Richard
A Lake V The Forest Edge
Water Co, Nathaniel Sullivan
and Fred Sullivan. This is
submitted especially to show
that the Supreme Court Judge
Homan ruled no attorney
fees for either party, no interest
no costs

R A Lake

STATE OF NEW HAMPSHIRE

CARROLL, SS

SUPERIOR COURT

Docket No. 212-2012-CV-102

Richard Lake
v.
Nate Sullivan; and
Forest Edge Water Co.; and
Ned Sullivan

ORDER

On September 6, 2012 the court received notice that this case was settled. On October 24, 2012 the defendants Nate Sullivan and Forest Edge Water Co. filed a motion to enforce the parties' settlement agreement, among other things setting out those parties' understanding of the agreement reached with the plaintiff. The plaintiff Richard Lake filed an objection, and then on November 14, 2012 filed a pleading among other things setting out his understanding of the agreement he reached with the defendants.

Hearing on the motion was held on November 14, 2012. The plaintiff, Richard Lake, appeared and is representing himself. The defendant Nate Sullivan appeared with and through counsel; the defendant Forest Edge Water Co. appeared through counsel. The defendant Ned Sullivan remains in default of appearance. The court determines and orders as follows.

A settlement agreement is a contract subject to the rules of formation, interpretation, and enforcement that apply to any contract. A contract is in essence a mutual exchange of promises between willing parties. One party agrees to do, or agrees not to do, something in exchange for another's agreement to do or refrain from doing something. A settlement agreement may be written or oral and may be based on a single transaction or a course of conduct or dealing. There must be an offer, an acceptance of the offer, adequate consideration, and a meeting of the minds as to the essential elements of the agreement.

Resolution of the claims and counterclaims in the underlying case supplies adequate consideration for both parties, so the question here is whether there was a meeting of the

minds as to what was offered and accepted and if so whether that meeting of the minds resolves all claims and counterclaims, thus settling the case.

The court concludes that there was a meeting of the minds as to the essential terms of settlement of the claims and counterclaims asserted in this case. Through their settlement discussions the parties agreed that:

1. The plaintiff, Mr. Lake, will take a voluntary nonsuit as to all claims against the defendants represented by Attorney Mortimer as set forth in Mr. Lake's complaint and as set forth in any of Mr. Lake's subsequent pleadings in this case; and
2. The defendants Nate Sullivan and Forest Edge Water Co. will take a voluntary nonsuit as all counterclaims against Mr. Lake as set forth in the defendants' counterclaims and as set forth in any other of the defendants' pleadings in this case.

This agreement resolves claims and counterclaims pleaded in this case, is supported by consideration in both directions, and represents a complete meeting of the minds as to resolution of those claims and counterclaims.

Mr. Lake objects to the defendants' attempt to add the words "with prejudice" to the terms of his agreement. He also objects to the failure to include the third defendant, Ned Sullivan, as a party bound by the defendants' voluntary nonsuit on their counterclaims. These concerns do not affect the parties' fundamental meeting of the minds resolving the claims and counterclaims asserted in this case, and are easily resolved. As to the words "with prejudice," they are mere surplusage in this context, because as a matter of law the parties' settlement, once adopted by the court in an order closing out this case, will bar relitigation of the same claims or counterclaims. *See e.g. Osman v. Gagnon*, 152 N.H. 359, 362 (2005); *Appeal of Hooker*, 142 N.H. 40, 43-44 (1997). Further, Mr. Lake acknowledges that consistent with the agreement he expects the case to be closed with the docket marked in a way that reflects judgment for neither party, no costs, no attorney's fees, no interest, and no further action for the same cause. As to Ned Sullivan, he is in default of appearance and is thus subject to the court's orders on the claims asserted in this case under, *e.g.*, Superior Court Rule 75.

The defendants Nate Sullivan and Forest Edge Water Co. object to the plaintiff's attempt to add additional conditions concerning the rate he will pay for water service in the future and concerning his status before the Public Utilities Commission. These concerns do

not affect the parties' fundamental meeting of the minds as to the claims and counterclaims asserted in this case, and are easily resolved. As to the rate for water service in the future, even if the issue had been properly pled in this case, such an issue is in the exclusive jurisdiction of the Public Utilities Commission and could not be raised or resolved here. As to Mr. Lake's status before the Public Utilities Commission in past, present, or future rate-making or other proceedings before the Public Utilities Commission concerning the Forest Edge Water Co., even if the issue had been properly pled in this case, such an issue is in the exclusive jurisdiction of the Public Utilities Commission and could not be raised or resolved here.

The court concludes that, as to the issues actually pled in complaint and counter-complaint and within the jurisdiction of this court, the parties reached a meeting of the minds constituting an agreement in full settling and resolving the issues between them through the quarter ending September 31, 2012. That agreement, set forth in the two numbered paragraphs on page 2 above, is binding on the parties to it, Richard Lake, Nate Sullivan, and Forest Edge Water Co. In addition, the defendant Ned Sullivan, although properly served, remains in default; the court's orders closing this case are binding on all parties, including the defaulted defendant.

The docket will be marked: "Neither party, no interest, no costs or attorney's fees, no further action for same cause" and the court's file will be closed.

So Ordered.

November 15, 2012



Steven M. Houran
Presiding Justice

STATE OF NEW HAMPSHIRE

CARROLL, SS

SUPERIOR COURT

Docket No. 212-2012-CV-102

Richard Lake
v.
Nate Sullivan; and
Forest Edge Water Co.; and
Ned Sullivan

ORDER

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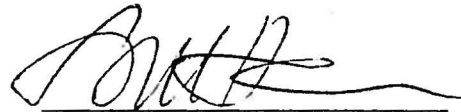
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The court concludes that, as to the issues actually pled in complaint and counter-complaint and within the jurisdiction of this court, the parties reached a meeting of the minds constituting an agreement in full settling and resolving the issues between them through the quarter ending September 31, 2012. That agreement, set forth in the two numbered paragraphs on page 2 above, is binding on the parties to it, Richard Lake, Nate Sullivan, and Forest Edge Water Co. In addition, the defendant Ned Sullivan, although properly served, remains in default; the court's orders closing this case are binding on all parties, including the defaulted defendant.

The docket will be marked: "Neither party, no interest, no costs or attorney's fees, no further action for same cause" and the court's file will be closed.

So Ordered.

November 15, 2012

A handwritten signature in black ink, appearing to read 'S. Houran', written over a horizontal line.

Steven M. Houran
Presiding Justice

FEWG

Rate Case 12-254

While it has not been fully determined by the Commission the Petitioner after all the information is reviewed would agree to allow the Engineering (Surveying) costs to be inclusive but not to exceed a total cost of \$6,500.00 spread over 3 years including the rate case year additionally pursuant to the Superior Court Decision of Richard A. Lake v. Rate Sulliver and the Forest Edge Water Co. There will be as the Judge ruled no interest, no costs, and no attorney fees.

FEW Co

Rate Case

12-254

This holds true as a matter of law
whether it is in the case ruled upon
and in this rate case. O, O, O

Additionally the agreement between

The FEW Co and Nate Sullivan Atlantic

Operating and Management Co shall be

allowed to charge up to \$1,800.00

per year total for bookkeeping & secretarial

costs at \$15.00 per hour based upon monthly

charges of no more than \$150.00 in any one

month together with \$3,600.00 per year

for Nate Sullivan & his Atlantic Operating

and Management Co, not to exceed \$300.00 in any

FEW Co

Rate Case

12-254

One month this agreement shall remain in full force & effect for 4 years without alteration and both the Brokerage Secretary and Gate Suller must keep & maintain monthly records for review.

Additionally if the commissioners allow the long term debt to remain in effect as adjusted to the '25' for twenty years at 7% interest payable monthly with penalty pursuant to the Original Note, While the proposed step increase has not been submitted I will not approve of (3)

any ridiculous amount of hours for
either Nate Sullivan or St Cyr, For St
Cyr a total of 10 hours at his
established rate and for Nate Sullivan
a total of 5 hrs at his \$50.00 per hour
rate. While this may appear less than
either St Cyr or Nate Sullivan desire, had
they honestly & fully answered the questions
submitted to them in his rolling date requests
then time would have been much less
than they will attempt to submit,

Respectfully submitted

by the intervener the
the 16th day of Aug 2013

Richard A Lake

(4)

Account for me

Expenses 7-1-10 thru 6-30-11

The process as guaranteed by
both the Federal and the State Constitution
requires that a party is entitled to
be heard and to present all arguments
and evidence on its behalf before
an impartial tribunal.

NH Revised Statute Ann. 358-A-2

Supp (1975) prohibits a person (or firm) from using any unfair method of competition or any unfair or deceptive act or practice in the conduct of any trade or commerce within New Hampshire.

By the act of submitting Bills for work grossly exacterated to the PUC in rate case's Rate Sullivan & The Forest Edge Water Co. ~~are~~ using unfair or deceptive acts or practices in order to trying to obtain higher Water Co rates from the PUC of New Hampshire.

In addition Rate Sullivan and The Forest Edge Water Co are guilty of doing business in New Hampshire as a Company whereas Rate Sullivan incorporated said Water Co

 and has failed to advertise or display the Working as The Forest Edge Water Co. Incorporated as required by New Hampshire law

STATE OF NEW HAMPSHIRE

before the

PUBLIC UTILITIES COMMISSION

Notice of Intention to File a Change in Rate Schedules

Docket No. DW 12-254

STIPULATION AGREEMENT

I. PARTIES AND SCOPE OF STIPULATION

A. This stipulation agreement relating to Forest Edge Water Company, Inc.'s (Forest Edge) permanent rate filing is entered into this ____ day of February, 2013, by and among: Staff of the New Hampshire Public Utilities Commission; Forest Edge Water Company, Inc.; Mr. Robert L. deFeyter; and Mr. Richard A. Lake (~~Settling~~, Settling Parties) representing all of the full participants in this docket.

B. This stipulation constitutes the Settling Parties' recommendation to the Commission with respect to this docket.

C. The Settling Parties agree that the terms of the stipulation are intended to resolve the issues specified herein only. The stipulation shall not be deemed an admission by the Settling Parties that any allegation or contention in this proceeding, other than those specifically agreed to herein, is true and valid. This stipulation shall not be deemed to foreclose the Staff, or other parties from taking any position in any future proceeding.

D. The Settling Parties agree and recommend that the stipulation and attachments be admitted as full exhibits and given whatever weight the Commission deems appropriate.

II. STIPULATION TERMS

A. Revenue Requirement; Rate Base; Rate of Return

The Settling Parties agree and recommend the Commission approve an increase in Forest Edge's revenue requirement by \$5,181, or 26.62%, to an annual revenue requirement of \$24,642 based on a total test year rate base of \$36,122, operating expenses of \$21,933, and an overall rate of return of 7.50% yielding an operating income requirement of \$2,708. The overall rate of return is a weighted average cost of capital based on a cost of equity of 9.75% and a cost of long-term debt of 7.50% and where 100% of the capital is debt. (See Attachment A.)

B. Step Increase

The Settling Parties agree and recommend the Commission authorize Forest Edge one step increase for costs relating to the System Mapping required by the Department of Environmental Services (DES). The System Mapping costs will be offset by the marginal increase in revenues that may be realized by Forest Edge caused by an increase in its customer base between the date of this stipulation agreement and the date it submits its filing for the step increase. The Settling Parties estimate that the inclusion of these costs, more fully described in Attachment B to this stipulation, would increase Forest Edges' revenue requirement to \$26,352. The estimated increase would be 4.45%. The Settling Parties recommend the Commission authorize Forest Edge to file for this step increase with the Commission no later than June 30, 2014. The step increase request will be subject to audit by the NHPUC Audit Staff. Staff and the remaining parties reserve the right to file recommendations pertaining to whether the mapping project has been completed and whether the costs are accurate and relate to the mapping project.

The Settling Parties further agree that commensurate with review of the increases associated with the System Mapping project, Forest Edge will update its customer count to reflect its current number of customers as of the date of its step increase filing

C. Customer Rate Impact

Forest Edge does not provide metered service; it bills its 42 customers on a quarterly basis. The Settling Parties propose no changes to Forest Edge's rate design. The Settling Parties agree and recommend the new revenue requirement be distributed among the residential customers equally, at 26.62%, such that the resulting quarterly rate will be \$146.68. This is a \$30.84 increase from the existing quarterly rate of \$115.84. The Report of Proposed Rate Changes is further detailed on Schedule 6 of Attachment A to this stipulation.

D. Rate Case Expenses

Forest Edge agrees to file within fifteen days from the date of a final order in this docket documentation of its rate case expenses as well as a proposed surcharge to recover those expenses.

E. Affiliate Agreement

The Settling Parties agree and recommend the Commission approve an affiliate agreement between Forest Edge and Atlantic Operating and Management Corp. (Atlantic). Nathaniel Sullivan is president of both companies. The affiliate agreement contracts for management and bookkeeping services from Atlantic to Forest Edge and the expenses associated with these services are included in the proposed revenue requirement.

III. MISCELLANEOUS

A. The Settling Parties agree that this stipulation may be executed in multiple counterparts, which together shall constitute one stipulation.

Forest Edge Water Company, Inc.
Stipulation Agreement

B. The Settling Parties agree that the Commission's acceptance of the stipulation does not constitute continuing approval or, or precedent for, any particular issue in this proceeding other than those specified herein.

IN WITNESS WHEREFORE, the signatories below have executed this stipulation, each being fully authorized to do so, as of the day indicated below.

FOREST EDGE WATER COMPANY, INC.

Date: February ___, 2013

By: _____
Nathaniel Sullivan, President

STAFF OF THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
By its Attorney,

Date: February ___, 2013

By: _____
Marcia A. Brown, Esq.

Date: February ___, 2013

By: _____
Mr. Robert L. deFeyter, Intervenor

Date: February ___, 2013

By: _____
Mr. Richard A. Lake, Intervenor

**DW 12-254
FOREST EDGE WATER COMPANY
REVENUE REQUIREMENT**

Rate Base (Sch 2)	\$ 36,122
Rate of Return (Sch 1a)	<u>7.50%</u>
Operating Income Requirement	2,708
Less: Proforma Operating Income (Sch 3)	<u>(5,584)</u>
Revenue Deficiency Before Taxes	(2,875)
Divided by Tax Factor (Sch 1b)	<u>100.00%</u>
Revenue Deficiency	(2,875)
Proposed Annual Water Revenues per Company Filing (Sch 3)	<u>27,517</u>
Annual Water Revenues Proposed per Settlement	24,642
Less: Annual Water Revenues - Present Tariff*	<u>(19,461)</u>
Increase in Annual Water Revenues per Settlement	<u>\$ 5,181</u>
Percentage Increase in Annual Water Revenues per Settlement	<u>26.62%</u>

*Calculation of Annual Water Revenues-Present Tariff:

Current Quarterly Billing Rate	\$ 115.84
Current # of Customers x	42
# of Billing Quarters x	4
Pro-forma Annual Water Revenues - Present Tariff	<u><u>\$ 19,461</u></u>

**DW 12-254
FOREST EDGE WATER COMPANY
WEIGHTED AVERAGE COST OF CAPITAL**

	Capital Structure				Cost Rate	Weighted Average Cost
	Balance 12/31/11	Adjustments	Adjusted Balance	Percent		
Debt						
Long-Term Debt	\$ 35,608		\$ 35,608	100.00%	7.50%	7.50%
Short-Term Debt	-		-	0.00%	0.00%	0.00%
Total Debt	<u>35,608</u>	<u>-</u>	<u>35,608</u>	<u>100.00%</u>	<u>7.50%</u>	<u>7.50%</u>
Shareholder Equity						
Other Paid-in Capital	107,677		107,677	0.00%		
Retained Earnings	(109,400)		(109,400)	0.00%		
Total Shareholder Equity	<u>(1,723)</u>	<u>-</u>	<u>(1,723)</u>	<u>0.00%</u>	<u>9.75%</u>	<u>0.00%</u>
Total Capitalization	<u>\$ 33,885</u>	<u>\$ -</u>	<u>\$ 33,885</u>	<u>100.00%</u>		<u>7.50%</u>

	Balance	Interest Rate	Interest Expense	Annual Financing Cost	Total Financing Expense	Cost Rate
Calculation of Debt Cost Rate:						
Long-Term Debt	\$ 35,608	7.00%	\$ 2,493	\$ 177	\$ 2,670	7.50%

	↑
Annual Financing Cost:	
Original Financing Cost	\$ 3,547
Amortization Period (Years)	20
Annual Financing Cost	<u>\$ 177</u>

DW 12-254
FOREST EDGE WATER COMPANY
EFFECTIVE TAX FACTOR

Taxable Income	100.00%
Less: NH Business Profits Tax	<u>0.00%</u>
Federal Taxable Income	100.00%
Federal Income Tax Rate	<u>0.00%</u>
Effective Federal Income Tax Rate	0.00%
Add: NH Business Profits Tax	<u>0.00%</u>
Effective Tax Rate	<u><u>0.00%</u></u>
Percent of Income Available if No Tax	100.00%
Effective Tax Rate	<u>0.00%</u>
Percent Used as a Divisor in Determining	<u><u>100.00%</u></u>
Tax Multiplier	<u><u>0.00000</u></u>

DW 12-254
FOREST EDGE WATER COMPANY
RATE BASE

	Balance 12/31/10	Balance 03/31/11	Balance 06/30/11	Balance 09/30/11	Balance 12/31/11	Test Year Avg Per Settlement	Test Year Avg Per Co Filing	Pro-forma Adj's Per Co Filing	Adj Rate Base Per Co Filing	Pro-forma Adj's Per Settlement	Adj #	Adj Rate Base Per Settlement
Utility Plant in Service	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ -	\$ 63,015			\$ 63,015
Less: Accumulated Depreciation	(30,242)	(30,924)	(31,607)	(32,289)	(32,971)	(31,607)	(30,788)	-	(30,788)	(819)	1	(31,607)
Net Utility Plant in Service	32,773	32,091	31,408	30,726	30,044	31,408	32,227	-	32,227	(819)		31,408
Cash Working Capital (a)	4,678	4,739	4,800	4,861	4,922	4,800	4,679	(307)	4,372	(567)	2, 3	3,800
Prepayments (b)	770	347	1,544	1,063	819	909	770	-	770	139	4	909
Miscellaneous Deferred Debits	-	-	-	-	-	-	-	-	-	-		-
Total Rate Base	<u>\$ 38,221</u>	<u>\$ 37,177</u>	<u>\$ 37,752</u>	<u>\$ 36,650</u>	<u>\$ 35,785</u>	<u>\$ 37,117</u>	<u>\$ 37,676</u>	<u>\$ (307)</u>	<u>\$ 37,369</u>	<u>\$ (1,247)</u>		<u>\$ 36,117</u>
(a) Cash Working Capital:												
Total O & M Expenses	\$ 22,768	\$ 23,064	\$ 23,360	\$ 23,656	\$ 23,952							
Cash Working Capital % (Quarterly)	20.55%	20.55%	20.55%	20.55%	20.55%							
Cash Working Capital*	<u>\$ 4,678</u>	<u>\$ 4,739</u>	<u>\$ 4,800</u>	<u>\$ 4,861</u>	<u>\$ 4,922</u>							
(b) Prepayments:												
Insurance	\$ 651	\$ 296	\$ 1,369	\$ 1,012	\$ 655							
Municipal Property Tax	119	-	124	-	113							
State Property Tax	-	51	51	51	51							
Total Prepayments	<u>\$ 770</u>	<u>\$ 347</u>	<u>\$ 1,544</u>	<u>\$ 1,063</u>	<u>\$ 819</u>							

**DW 12-254
FOREST EDGE WATER COMPANY
PRO-FORMA ADJUSTMENTS TO RATE BASE PER SETTLEMENT**

Adj #

Pro-forma Adjustments to Net Utility Plant in Service:

Accumulated Depreciation

1	To adjust Accumulated Depreciation to 5-quarter Avg per Settlement:			
	5-quarter Avg per Settlement	\$	(31,607)	
	Less: 5-quarter Average per Co Filing		30,788	\$ (819)

Proforma Adjustments to Working Capital:

Cash Working Capital

2	To adjust Cash Working Capital to 5-quarter Avg per Settlement:			
	5-quarter Avg per Settlement		4,800	
	Less: 5-quarter Average per Co Filing		(4,372)	\$ 428
3	To adjust Cash Working Capital component:			
	O & M Expense Adjusted Balance per Settlement (Schedule 3)		18,516	
	Cash Working Capital % (Quarterly Billing)		20.55%	
	Cash Working Capital per Settlement		3,805	
	Less: 5-quarter Average per Settlement		(4,800)	(995)

Net Adjustments - Cash Working Capital		\$	(567)
--	--	----	-------

Prepayments

4	To adjust Prepayments to 5-quarter Avg per Settlement:			
	5-quarter Avg per Settlement		909	
	Less: 5-quarter Average per Co Filing		(770)	\$ 139

Net Rate Base Adjustments per Settlement		\$	(1,247)
---	--	----	----------------

DW 12-254
FOREST EDGE WATER COMPANY
OPERATING INCOME STATEMENT

	Actual FYE 12/31/11	Pro-forma Adj's Per Co Filing	Adjusted Bal's Per Co Filing	Pro-forma Adj's Per Settlement	Adj #	Adjusted Bal's Per Settlement	Revenue (Surplus) Deficiency	Revenue Required f Settleme
Utility Operating Income:								
Unmetered Water Sales	\$ 23,836	\$ 3,681	\$ 27,517			\$ 27,517	\$ (2,875)	\$ 24,64
Operating Expenses:								
Pumping Expenses	8,898	(2,265)	6,633	(59)	5	6,574		6,57
Water Treatment Expenses	1,012		1,012			1,012		1,01
Transmission and Distribution Expenses	385		385			385		38
Administrative and General Expenses	12,473	768	13,241	(2,696)	6, 7	10,545		10,54
Total Operation and Maintenance Expenses	22,768	(1,497)	21,271	(2,755)		18,516	-	18,51
Depreciation Expense	2,729		2,729			2,729		2,72
Taxes other than Income	688		688			688		68
Income Taxes	-		-	-		-	-	-
Total Operating Expenses	26,185	(1,497)	24,688	(2,755)		21,933	-	21,93
Net Operating Income (Loss)	\$ (2,349)	\$ 5,178	\$ 2,829	\$ 2,755		\$ 5,584	\$ (2,875)	\$ 2,70

**DW 12-254
FOREST EDGE WATER COMPANY
PRO-FORMA ADJUSTMENTS TO REVENUES AND EXPENSES PER SETTLEMENT**

Adj #

Pro-forma Adjustments to Operating Expenses:

Pumping Expenses

5	To reflect 5-year average of Maintenance of Structures and Improvements:			
	Maint of Structures & Improvements Expense: 2007	\$	-	
	2008		1,722	
	2009		-	
	2010		-	
	2011		3,020	
			<hr/>	
	5-Year Average:		948	
	Less: Proposed Annual Expense per Co Filing		<hr/>	(59)
			<hr/>	

Administrative and General Expenses

6	To adjust pro-forma for Outside Services - Legal Expense:			
	Annual Legal Expense per Settlement:		800	
	Less: Annual Legal Expense per Co Filing		<hr/>	(854)
			<hr/>	
7	To reverse Co pro-forma for Outside Services - Engineering Expense.			<hr/>
				(1,842)
	Total Adjustments - Administrative and General Expenses		<hr/>	(2,696)
			\$	
	Net Increase (Decrease) in Operating Expenses per Settlement		<hr/>	<hr/>
			\$	(2,755)

**DW 12-254
FOREST EDGE WATER COMPANY
PRO-FORMA ADJUSTMENTS TO INCOME TAXES PER SETTLEMENT**

INCOME TAXES

To reflect the income tax effect of pro-forma adjustments to revenue and expenses:

Operating Revenues:

Unmetered Sales	\$ -
-----------------	------

Operating Expenses:

Total Pro-forma Adjustments to O & M Expenses	(2,755)
Total Pro-forma Adjustments to Depreciation Expense	-
Total Pro-forma Adjustments to Taxes Other Than Income	<u>-</u>
Marginal Revenue (Expense) Subject to Income Taxes	2,755
Less: New Hampshire Business Profits Tax @ 0.00%	<u>-</u>
Amount Subject to Federal Income Tax	2,755
Less: Federal Income Tax @ 0.00%	<u>-</u>
Proforma Adjustments to Operating Revenue/Expenses net of Income Taxes	<u><u>\$ 2,755</u></u>

**DW 12-254
FOREST EDGE WATER COMPANY
REPORT OF PROPOSED RATE CHANGES PER SETTLEMENT**

Service Class	Proposed Revenue Increase	Number of Customers	Present Revenue Requirement	Proposed Revenue Requirement	Proposed Change in Revenue	Proposed Percentage Change
Residential	\$ 5,181	42	\$ 19,461	\$ 24,642	\$ 5,181	26.62%
Other	-	-	-	-	-	N/A
Total	<u>\$ 5,181</u>	<u>42</u>	<u>\$ 19,461</u>	<u>\$ 24,642</u>	<u>\$ 5,181</u>	<u>26.62%</u>
Quarterly Customer Rate:			<u>\$ 115.84</u>	<u>\$ 146.68</u>	<u>\$ 30.84</u>	<u>26.62%</u>

DW 12-254
FOREST EDGE WATER COMPANY
ESTIMATED IMPACT OF PROPOSED FUTURE STEP ADJUSTMENT

Net Estimated Additions to Rate Base:

2012 System Mapping Costs		\$	5,525	
Less: NHDES Grant			(1,500)	
Net 2012 System Mapping Costs			4,025	
Estimated Additional System Mapping Costs			3,500	
Total Estimated System Mapping Costs			7,525	
Less: 1/2-year Accumulated Amortization @ 10.00%			(376)	
Net Addition to Rate Base for System Mapping				\$ 7,149
Estimated Cost of Service Installation for Additional Customers			2,000	
Less: 1/2-year Accumulated Depreciation @ 2.50%			(25)	
Net Estimated Cost of Service Installations			1,975	
Add: Increase in Cash Working Capital for Additional Customers @ 20.55%			45	
Net Addition to Rate Base for Additional Customers				2,020

Net Estimated Additions to Rate Base 9,169

Rate of Return (Sch 1a) 7.50%

Increase to Operating Income Requirement before Tax Effect 688

Divided by Tax Factor (Sch 1b) 100.00%

Increase to Operating Income Requirement after Tax Effect \$ 688

Net Estimated Increase in Operating Expenses:

Estimated Increase in O&M Expenses for Additional Customers*		\$	220	
Annual Amortization Expense of System Mapping @ 10.00%			753	
Annual Depreciation Expense of Service Installation @ 2.50%			49	
Total Estimated Increase in Operating Expenses			1,022	
Less: Annual Revenue from Additional Customer @ \$ 146.68 per Quarter			(587)	
Net Estimated Increase in Operating Expenses				436

Estimated Increase in Annual Revenue Requirement from Step Adjustment \$ 1,123

Proposed Annual Water Revenues from Permanent Rates Per Settlement (Sch 1)	\$	24,642	
Add: Annual Revenue from Additional Customers @ \$ 146.68 per Quarter		587	
Total Revenue from Permanent Rates (43 Customers)			25,229

Estimated Annual Revenue Requirement after Step Adjustment \$ 26,352

Estimated % Increase in Annual Water Revenues from Step Adjustment 4.45%

Proposed Quarterly Customer Rate (Permanent Rates) - Per Settlement (Sch 6) \$ 146.68

Estimated Quarterly Customer Rate after Step Adjustment \$ 153.21

which shall not be retroactive

DW 12-254
FOREST EDGE WATER COMPANY
ESTIMATED IMPACT OF PROPOSED FUTURE STEP ADJUSTMENT

* Estimated Increase in O&M Expenses for Additional Customers:

Total Pro-forma Test Year Operation & Maintenance Expenses (Sch 3)	\$ 18,516
Less: Estimated Fixed O&M Expenses @ 50.00%	<u>(9,258)</u>
Estimated Pro-forma Test Year Variable O&M Expenses	\$ 9,258
Number of Customers during the Pro-forma Test Year	÷ 42
Estimated Pro-forma Variable O&M Cost per Customer	<u>\$ 220</u>
Estimated Increase in Number of Customers	x 1
Estimated Increase in O&M Expenses for Additional Customers	<u><u>\$ 220</u></u>

FAX
271.4033 T E W Co
Report Year Ended Dec 31 2010

lists Nathaniel Sullivan as
President, Treasurer, and Secretary
with Hanna Sullivan as Assistant
Secretary.

additionally N Sullivan listed
as only Director for term of 1 year
expiring Feb 2011 — No of meetings
attended 1

Hearsey Building Co listed as
owning 100 shares common stock
with 100 votes.

Town served Conway — Number of Customers

Page (26)

What happened to the approx
'2 Million ('2,000,000.00) which
has apparently gone missing in
the last year

Page (30) less taxes pd '1,698,629.00?

only proof would be release of lien
'2,000,000.00 could be the GST
Exemption to Net estate

again Forest Edge most recent
appraisal '20,412.00

Page (35) and not to co-mingle
trust assets

Principal amount of IRS tax lien 1,559,694.41

F E W Co.

AS to year end report Rec31-2010

Note Kearsage Building Co was dissolved in Dec 2010 and was a registered Corp. therefore there would have to be a corporate VOTE on record showing the right to transfer the 100 shares of common stock. In addition these 100 shares would have had to be listed as an asset of Joseph E Sullivan. The amount listed for the Kearsage Building Co is 0. What is listed in two different reports is the value of the FEWC. at \$20.412.0.

(1A)

Forest Edge Water Co
Rate Increase - 12,254

First we must remember
and be guided by the fact
that the Public Utility Commission
must review carefully and
completely all expenses to make
sure the water Company is run
in the most economical manner
possible while still meeting the
Safe drinking water act.

Incorporated Dec. 30 2009 in NH
Hearse Building Co., Main Street
N. Conway NH 03860 listed as owning
controlling or operating. Began to operate
as a utility November 12, 1984 (2)

Forest Edge Water Co
Rate Increase
Rate Case 12-254

Testimony of St Cyr:

Page 2x to support the Company's
Sive 10/

efforts to increase rates temporarily
pending investigation and conclusion
of the Company's request for permanent
Sive 12 rates.

Sive 14 The Co. is requesting an increase
in its annual revenue of \$8,056.00
or 41.4 %.

Sive 17 the Company is requesting a temporary
increase in its annual revenues of
\$3,998.00 or 20.54 %

(3)

Continues

Page 5 Line 8 In 2011 (the test year,
the Companies net loss was \$5,043.00

Page 6 Line 4 During the 12 months
ending Dec 31 2011 the company's operating
revenue amounted to \$23,886.00

Page 8 line 8 patching repairing
and stuccoing water tank block
building for \$3,020.00 Yet Hales
Concrete Bid \$1,500.00 how do
you account for the difference

See attached Quotation,

Page 8 Line 14 the Co Incurred \$3,986.00
and
all for Management Bookkeeping
and Accounting, $\begin{array}{r} 3,986.00 \\ 4,167.00 \\ \hline 8,100.00 \end{array}$

(4)

FEW Co

Note Date Dec 21, 2007

Self dealing amount for 32-454,00

How arrived at ?? Remember out of
1 Pocket into the other (the old shell
to Keassey Building Co Inc, gone!!

Forest Edge Water Co Inc - When
was Forest Edge Water Co Inc.

Original Amount stated by St Cyr
as being 25 in his prepared testimony.

In New Hampshire if you do business
as a Corporation you must inform the public
and your customers you are incorporated
or face a fine of 1,000.00. How many
of the 45 customers know that they are dealing
with a corporation, where Kate Sullivan can hide (5)

and can hire himself like he
does under Atlantic Operating and Management
Co & or Corporation. Billing \$100,00
and expecting the customers to pay
for this part of his shell game.

See year end annual report for 2011
As to the note on 3-23-13 if the
monthly payments had been paid timely
the interest would have amounted to \$8,785.36

However reading the Promissory Note so
called — carefully compared to the information
as filed in the Probate Court in Ossipee

New Hampshire we discover that there is
no amount of money due to the Joseph E Sullivan
Trust of 1978 from the Forest Edge Water Co (6)

FEWE

as an asset to said trust, and
additionally the FEWE is listed
as having a value of _____.

So once again the facts do not
agree.

ANNUAL REPORT		SIGNED
ENTERED	3/31/11	brm
CHECKED	4/6/11	Sfl
AUDITED	4/8/11	JS
SUMMARIZED		
CLOSED	4/10/11	JS

State of New Hampshire

Public Utilities Commission

Concord

Water Utilities - Classes C

**ANNUAL REPORT
OF**

Forest Edge Water Company

(Exact Legal Name of Respondent)

(If name was changed during the year, show previous name and date of change)

n/a

FOR THE YEAR ENDED DECEMBER 31, 2010

Officer or other person to whom correspondence should be addressed regarding this report:

Name: Nathaniel Sullivan
Title: President
Address: P.O. Box 479, North Conway, N. H. 03860
Telephone #: (603) 356-5736

Class C Water Utility

S-4 WATER TREATMENT FACILITIES

Name/ID	Type	Year Constructed	Rated Capacity (MGD)	Clearwell Elevation	Total Production For Year (in K gals)
None					

S-5 WELLS

Name/ID	Type*	Depth (ft)	Year Installed	Treatment If Separate From Pump Station**	Safe Yield (gpm)	Installed Capacity (gpm)	HP of Submersible Pump	Total Production For Year (gals)
Forest Edge	BRW1	80	1972				1 HP	
Forest Edge	BRW2	380	2007				2HP	
								2,117,260

* Dug (D), Driven (Dr), Gravel Packed (GP), Bedrock (B)

** Chlorination (C), Filtration (F), Chemical Addition (CA), Other (O)

S-1 REVENUE BY RATES

1. Report below, for each rate schedule in effect during the year, the thousand gallons sold, revenue, average number of customers, average thousand gallons of sales per customer, and average revenue per thousand gallons sold.
2. Provide a subheading and total for each prescribed operating revenue account in the sequence followed in Schedule F-47, "Water Operating Revenues." If the sales under any rate schedule are classified in more than one revenue account, list the rate schedule and sales data under each applicable revenue account subheading.
3. Where the same customers are served under more than one rate schedule in the same revenue account classification, the entries in column (d) for the special schedule should denote the duplication in number of reported customers.
4. Number of customers should be reported on the basis of number of meters, plus number of flat rate accounts, except that where separate meter readings are added for billing purposes, one customer shall be counted for each group of meters so added. The average number of customers means the average of the twelve figures at the close of each month.

Line #	Acct #	Number and Title of Rate Schedule (a)	Thousand Gallons Sold (b)	Revenue (c)	Average # of Customers (d)	Thousand Gallons Sold per Customer (e)	Revenue per Thousand Gallons Sold (f)
1	460	Unmetered Water					
2	460.1	Residential	-	\$ 22,651	40	-	-
3	460.2	Commercial					
4	460.3	Industrial					
5	460.4	Public Authorities					
6	460.5	Other					
7		SubTotal Unmetered Water	-	\$ 22,651	40		
8							
9	461	Metered					
10	461.1	Residential					
11	461.2	Commercial					
12	461.3	Industrial					
13	461.4	Public Authorities					
14	461.5	Other					
15		SubTotal Metered Water					
16							
17	462	Fire Protection					
18	466	Sales for Resale					
19	474	Other					
20		TOTAL (Accts 460, 461, 462, 466, 474)	-	\$22,651	40		

Clam C Water Utility

**F-56 RECONCILIATION OF REPORTED NET INCOME WITH TAXABLE INCOME
FOR FEDERAL INCOME TAXES**

Report below a reconciliation of reported net income for the year with taxable income used in computing federal income tax accruals and show computations of such tax accruals. The reconciliation shall be submitted even though there is no taxable income for the year. Descriptions should clearly indicated the nature of each reconciling amount.

Line #	Particulars	Amount
1	Net income for the year per Income Statement, Schedule F-2	\$ (7,427)
2	Income taxes per Income Statement, Schedule F-2, plus any adjustment to Retained Earnings, Account 215.	
3		
4	Other reconciling amounts:	
5		
6		
7		
8	The Company has not yet filed its 2010 federal tax return.	
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21	Federal Taxable Net Income	
22	Computation of Tax	
23		\$ -
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		

A-1 GENERAL INSTRUCTIONS

1. This form of Annual Report is for the use of water companies operating in the State of New Hampshire.
2. This Annual Report Form shall be filed with the New Hampshire Public Utilities Commission, 8 Old Suncook Road, Concord, New Hampshire 03301-5185, on or before March 31 of each year, in accordance with the requirements of New Hampshire RSA 374:13 Form of Accounts and Records.
3. The word "Respondent" whenever used in this report, means the person, firm, association or corporation in whose behalf the report is filed.
4. The report should be typed or a computer facsimile report will be accepted if submitted on standard size (8 1/2 X 11) paper. All dollar amounts should be reported to the nearest whole dollar. All entries should be legible and in permanent form.
5. Unless otherwise indicated, the information required in the Annual Report shall be taken from the accounts and other records prescribed in PART Puc 610 and the definitions and instructions contained therein shall also apply to this report whenever applicable.
6. Instructions should be carefully observed and each question should be answered fully and accurately whether or not it has been answered in a previous Annual Report. If the word "No" or "None" truly and completely states the fact, it should be used to answer any particular inquiry or any portion thereof. If any schedule or inquiry is inapplicable to the respondent, the words "Not Applicable" or "n/a" should be used to answer.
7. Entries of a contrary or opposite character (such as decreases reported in a column providing for both increases and decreases) should be enclosed in parentheses.
8. Wherever schedules call for comparisons of figures of a previous year, the figures reported must be based upon those shown by the Annual Report of the previous year, or an appropriate narrative explanation given and submitted as an attachment to the Annual Report.
9. Attachments and additional schedules inserted for the purpose of further explanation of accounts or schedules should be made on durable paper conforming to this form in size and width of margin. The inserts should be securely bound in the report. Inserts should bear the name of the Respondent, the applicable year of the report, the schedule numbers and titles of the schedules to which they pertain.
10. All accounting terms and phrases used in this Annual Report are to be interpreted in accordance with PART Puc 610 Uniform System of Accounts for Water Utilities prescribed by this commission.
11. If the Respondent makes a report for a period less than a calendar year, the beginning and the end of the period covered must be clearly stated on the front cover and throughout the report where the year or period is required to be stated.
12. Whenever schedules request Current Year End Balance and Previous Year End Balance, the figures reported are based on fiscal year end general ledger account balances.
13. Increases over 10% from preceding year are to be explained in a letter.

Water Drilled Well, Shared Water Heater Electric
Listing: 2 of 11 << Previous Listing | Back to Results | New Search | Next Listing >>

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Chatham Real Estate
Denmark Maine Homes
Eaton Properties
Freedom NH Real Estate
Fryeburg Maine Real Estate
Gorham Real Estate
Hale's Location Real Estate
Hart's Location Real Estate
Jackson NH Real Estate
Lovell Maine Real Estate
Madison NH Real Estate
Maine Waterfront
Mountain View Homes
Ossipee NH Real Estate for sale
Sandwich Real Estate
Shelburne Real Estate
Silver Lake Homes
Sweden Maine Real Estate
Tamworth NH Real Estate
Bank Owned Homes
Foreclosed homes <\$100,000
Foreclosed homes <\$250,000
Foreclosed homes \$250K-\$500K
Foreclosed homes >\$500K
Conway Lake Homes
Commercial Properties
Golf Homes
Conway Area Golf Homes
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A-2 IDENTITY OF RESPONDENT

Give the exact name under which the utility does business: Forest Edge Water Company

Full name of any other utility acquired during the year and date of acquisition: None

Location of principal office: Main St., North Conway, N. H. 03860

State whether the utility is a corporation, joint stock association, a firm or partnership, or an individual: Corporation

If a corporation or association, give date of incorporation, State under whose laws incorporated, and whether incorporated

under special act or general law: December 30, 2009 - N. H.

If incorporated under special act, given chapter and session date: N/A

Give date when company was originally organized and date of any reorganization: December 30, 2009

Name and addresses of principal office of any corporations, trusts or association owning, controlling or operating

respondent: Kearsarge Building Company, Main Street, North Conway, N. H. 03860

Name and addresses of principal office of any corporation, trusts or association owned, controlled or operated by the

respondent: N/A

Date when respondent first began to operate as a utility: November 12, 1984

If the respondent is engaged in any business not related to utility operation, give particulars: N/A

If the status of the respondent has changed during the year in respect to any of the statements made above, give

particulars: N/A

If the utility is a foreign corporation which operated in New Hampshire prior to June 1, 1911, give date on which permission was granted to operate under N. H. RSA 374:25, Exceptions and N. H. RSA 374:26 Permission. N/A

***If engaged in operations of utilities of more than one type, give dates for each.**



Open House

[illegible]

PRICE : \$34,900 | **MLS # : 4046190** | [add to portfolio](#) | [request more info](#)

Previous Start Slideshow Resume Slideshow Next



Source: *U.S. Census Bureau*. Sub

Use commas between M.C. numbers.



1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

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ESPECIALLY FOR THE LATE 1990S

B. J. VAN DER LEE

ZONED VILLAGE COMMERCIAL. Property in need of work but well worth the effort

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City/Town	Conway, NH	School District	
County	Carroll, NH	Elem School	Pine Tree Elem
Taxes/Year	\$1,530 / 2010	Middle School	A. Crosby Kennett Middle Sch
Condo Fees	\$0	High School	A. Crosby Kennett Sr. High
Year Built	1900	Office	RE/MAX Presidential/North Conway
House Color	Brown	Agent	Wheeler, Paul
Garage	0 Cars	Zoning	V0
Square Footage	1,302 SF	Lot Size	0.29 Acres
		SF in Basement	0 SF

Rooms 6	Living Room 14x17	First Bedroom 13x14
Bedrooms 2	Dining Room 13x17	Second Bedroom 11x11
Full Baths 1	Kitchen 11x12	Third Bedroom
3/4 Baths 0	Family Room	Fourth Bedroom
1/2 Baths 0	Other Room 11x17	

Basement	Partial	Construction	Wood Frame
Driveway	Gravel	Electric	100 Amp, Circuit Breakers
Exterior	Asphalt	Floors	Other
Foundation	Granite	Heat Fuel	Kerosene
Heating / Cooling	Direct Vent	Interior Features	Dining Area, Eat-in Kitchen
Lot Description	business District, Level, Village	Possession	At Closing
Roads	Public	Roof	Metal
Sewer	Private, Unknown	Style	New England

**DW 12-254
FOREST EDGE WATER COMPANY
REVENUE REQUIREMENT**

Rate Base (Sch 2)	\$ 36,081
Rate of Return (Sch 1a)	<u>7.50%</u>
Operating Income Requirement	2,705
Less: Proforma Operating Income (Sch 3)	<u>(6,247)</u>
Revenue Deficiency Before Taxes	(3,542)
Divided by Tax Factor (Sch 1b)	<u>100.00%</u>
Revenue Deficiency	(3,542)
Adjusted Annual Water Revenues (Sch 3)	<u>27,980</u>
Annual Water Revenues Proposed by Staff	24,439
Less: Pro-forma Annual Water Revenues - Present Tariff*	<u>(19,924)</u>
Increase in Annual Water Revenues Proposed by Staff	<u>\$ 4,514</u>
Percentage Increase in Annual Water Revenues Proposed by Staff	<u>22.66%</u>

*Calculation of Pro-forma Annual Water Revenues-Present Tariff:

Current Quarterly Billing Rate:	\$ 115.84
Pro-forma # of Customers: x	43
# of Billing Quarters: x	4
Pro-forma Annual Water Revenues - Present Tariff	<u><u>\$ 19,924</u></u>

DW 12-254
FOREST EDGE WATER COMPANY
WEIGHTED AVERAGE COST OF CAPITAL

	Capital Structure				Cost Rate	Weighted Average Cost
	Balance 12/31/08	Adjustments	Adjusted Balance	Percent		
Debt						
Long-Term Debt	\$ 35,608		\$ 35,608	100.00%	7.50%	7.50%
Short-Term Debt	-		-	0.00%	0.00%	0.00%
Total Debt	<u>35,608</u>	<u>-</u>	<u>35,608</u>	<u>100.00%</u>	<u>7.50%</u>	<u>7.50%</u>
Shareholder Equity						
Other Paid-in Capital	107,677		107,677	0.00%		
Retained Earnings	(109,400)		(109,400)	0.00%		
Total Shareholder Equity	<u>(1,723)</u>	<u>-</u>	<u>(1,723)</u>	<u>0.00%</u>	<u>9.75%</u>	<u>0.00%</u>
Total Capitalization	<u>\$ 33,885</u>	<u>\$ -</u>	<u>\$ 33,885</u>	<u>100.00%</u>		<u>7.50%</u>

	Balance	Interest Rate	Interest Expense	Annual Financing Cost	Total Financing Expense	Cost Rate
Calculation of Debt Cost Rate:						
Long-Term Debt	\$ 35,608	7.00%	\$ 2,493	\$ 177	\$ 2,670	7.50%

	↑
Annual Financing Cost:	
Original Financing Cost	\$ 3,547
Amortization Period (Years)	20
Annual Financing Cost	<u>\$ 177</u>

DW 12-254
FOREST EDGE WATER COMPANY
EFFECTIVE TAX FACTOR

Taxable Income	100.00%
Less: NH Business Profits Tax	<u>0.00%</u>
Federal Taxable Income	100.00%
Federal Income Tax Rate	<u>0.00%</u>
Effective Federal Income Tax Rate	0.00%
Add: NH Business Profits Tax	<u>0.00%</u>
Effective Tax Rate	<u><u>0.00%</u></u>
Percent of Income Available if No Tax	100.00%
Effective Tax Rate	<u>0.00%</u>
Percent Used as a Divisor in Determining	<u><u>100.00%</u></u>
Tax Multiplier	<u><u>0.00000</u></u>

DW 12-254
FOREST EDGE WATER COMPANY
RATE BASE

	Balance 12/31/10	Balance 03/31/11	Balance 06/30/11	Balance 09/30/11	Balance 12/31/11	Test Year Average Per Staff	Test Year Average Per Co	Pro-forma Adjust's Per Co	Adjusted Rate Base Per Co	Pro-forma Adjust's Per Staff	Staff Adj's	Adjusted Rate Base Per Staff
Utility Plant in Service	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ 63,015	\$ -	\$ 63,015			\$ 63,015
Less: Accumulated Depreciation	(30,242)	(30,924)	(31,607)	(32,289)	(32,971)	(31,607)	(30,788)	-	(30,788)	(819)	1	(31,607)
Net Utility Plant in Service	32,773	32,091	31,408	30,726	30,044	31,408	32,227	-	32,227	(819)		31,408
Cash Working Capital*	4,678	4,739	4,800	4,861	4,922	4,800	4,679	(307)	4,372	(608)	2, 3	3,764
Prepayments	770	347	1,544	1,063	819	909	770	-	770	139	4	909
Miscellaneous Deferred Debits	-	-	-	-	-	-	-	-	-	-		-
Total Rate Base	<u>\$ 38,221</u>	<u>\$ 37,177</u>	<u>\$ 37,752</u>	<u>\$ 36,650</u>	<u>\$ 35,785</u>	<u>\$ 37,117</u>	<u>\$ 37,676</u>	<u>\$ (307)</u>	<u>\$ 37,369</u>	<u>\$ (1,288)</u>		<u>\$ 36,081</u>
Cash Working Capital:												
Total O & M Expenses	\$ 22,768	\$ 23,064	\$ 23,360	\$ 23,656	\$ 23,952							
Cash Working Capital % (Quarterly)	20.55%	20.55%	20.55%	20.55%	20.55%							
Cash Working Capital*	<u>\$ 4,678</u>	<u>\$ 4,739</u>	<u>\$ 4,800</u>	<u>\$ 4,861</u>	<u>\$ 4,922</u>							
Prepayments:												
Insurance	\$ 651	\$ 296	\$ 1,369	\$ 1,012	\$ 655							
Municipal Property Tax	119	-	124	-	113							
State Property Tax	-	51	51	51	51							
Total Prepayments	<u>\$ 770</u>	<u>\$ 347</u>	<u>\$ 1,544</u>	<u>\$ 1,063</u>	<u>\$ 819</u>							

**DW 12-254
FOREST EDGE WATER COMPANY
STAFF PROFORMA ADJUSTMENTS TO RATE BASE**

Adj #

Proforma Adjustments to Net Utility Plant in Service:

Accumulated Depreciation

1	To adjust Accumulated Depreciation to Staff calculated 5-quarter Avg: 5-quarter Avg per Staff	\$ (31,607)	
	Less: 5-quarter Average per Co Filing	30,788	\$ (819)

Proforma Adjustments to Working Capital:

Cash Working Capital

2	To adjust Cash Working Capital to Staff calculated 5-quarter Avg: 5-quarter Avg per Staff	4 800	
	Less: 5-quarter Average per Co Filing	(4 372)	\$ 428
3	To adjust Cash Working Capital component: O & M Expense Adjusted Balance per Staff (Schedule 3)	18,316	
	Cash Working Capital % (Quarterly Billing)	20.55%	
	Cash Working Capital per Staff	3,764	
	Less: 5-quarter Average per Staff	(4,800)	(1,036)

Net Adjustments - Cash Working Capital	\$	(608)
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Prepayments

4	To adjust Prepayments to Staff calculated 5-quarter Avg: 5-quarter Avg per Staff	909	
	Less: 5-quarter Average per Co Filing	(770)	\$ 139

Net Rate Base Adjustments per Staff	\$	(1,288)
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**DW 12-254
FOREST EDGE WATER COMPANY
OPERATING INCOME STATEMENT**

	Actual FYE 12/31/11	Pro-forma Adjust's Per Co	Adjusted Balance Per Co	Pro-forma Adjust's Per Staff	Staff Adj's	Adjusted Balance Per Staff	Revenue Deficiency	Revenue Requireme
Utility Operating Income:								
Unmetered Water Sales	\$ 23,836	\$ 3,681	\$ 27,517	\$ 463	5	\$ 27,980	\$ (3,542)	\$ 24,439
Operating Expenses:								
Pumping Expenses	8,898	(2,265)	6,633	(59)	6	6,574		6,574
Water Treatment Expenses	1,012		1,012			1,012		1,012
Transmission and Distribution Expenses	385		385			385		385
Administrative and General Expenses	12,473	768	13,241	(2,896)	7 , 8	10,345		10,345
Total Operation and Maintenance Expenses	22,768	(1,497)	21,271	(2,955)		18,316	-	18,316
Depreciation Expense	2,729		2,729			2,729		2,729
Taxes other than Income	688		688			688		688
Income Taxes	-		-	-		-	-	-
Total Operating Expenses	26,185	(1,497)	24,688	(2,955)		21,733	-	21,733
Net Operating Income (Loss)	\$ (2,349)	\$ 5,178	\$ 2,829	\$ 3,418		\$ 6,247	\$ (3,542)	\$ 2,705

**DW 12-254
FOREST EDGE WATER COMPANY
STAFF PROFORMA ADJUSTMENTS TO REVENUES AND EXPENSES**

Adj #

Pro-forma Adjustments to Operating Revenue:

5	To reflect effect on operating revenue of recent sale of buildable lot (Staff DR 1-10):		
	Current Rate per Quarter:	\$ 115.84	
	X # of Billing Quarters:	4	\$ 463

Pro-forma Adjustments to Operating Expenses:

Pumping Expenses

6	To reflect 5-year average of Maintenance of Structures and Improvements:		
	Maint of Structures & Improvements Expense: 2007	\$ -	
	2008	1,722	
	2009	-	
	2010	-	
	2011	3,020	
	5-Year Average:	948	
	Less: Proposed Annual Expense per Co Filing	(1,007)	\$ (59)

Administrative and General Expenses

7	To adjust pro-forma for Outside Services - Legal Expense:		
	Annual Legal Expense Proposed by Staff:	600	
	Less: Annual Legal Expense per Co Filing	(1,654)	(1,054)
8	To reverse Co pro-forma for Outside Services - Engineering Expense.		(1,842)
	Total Adjustments - Administrative and General Expenses	\$	(2,896)
	Net Operating Revenue and Expense Adjustments per Staff	\$	3,418

**DW 12-254
FOREST EDGE WATER COMPANY
PROFORMA ADJUSTMENTS TO INCOME TAXES**

INCOME TAXES

To reflect the income tax effect of proforma adjustments to revenue and expenses:

Operating Revenues:

Unmetered Sales	\$ 463
-----------------	--------

Operating Expenses:

Total Proforma Adjustments to O & M Expenses	2,955
Total Proforma Adjustments to Depreciation Expense	-
Total Proforma Adjustments to Taxes Other Than Income	-
	<hr/>
Marginal Revenue (Expense) Subject to Income Taxes	3,418
Less: New Hampshire Business Profits Tax @ 0.00%	-
	<hr/>
Amount Subject to Federal Income Tax	3,418
Less: Federal Income Tax @ 0.00%	-
	<hr/>
Proforma Adjustments to Operating Revenue/Expenses net of Income Taxes	<u><u>\$ 3,418</u></u>

DW 12-254
FOREST EDGE WATER COMPANY
STEP ADJUSTMENT

2012 System Mapping Costs	\$ 5,525
Less: NHDES Grant	<u>(1,500)</u>
Net Addition to Rate Base	4,025
Less: 1/2-year Accumulated Amortization @ 10.00%	<u>(201)</u>
Net Addition to Rate Base	3,824
 Rate of Return (Sch 1a)	 <u>7.50%</u>
 Increase to Operating Income Requirement before Tax Effect	 287
 Divided by Tax Factor (Sch 1b)	 <u>100.00%</u>
 Increase to Operating Income Requirement after Tax Effect	 287
 Additional Operating Expenses:	
Annual Amortization Expense @ 10.00%	<u>403</u>
Total Increase in Annual Revenue Requirement	<u>\$ 689</u>
Pro-forma Annual Water Revenues - Present Tariff (See Sch 1)	<u>\$ 19,924</u>
Percentage Increase in Annual Water Revenues	<u>3.46%</u>

**DW 12-254
FOREST EDGE WATER COMPANY
REPORT OF PROPOSED RATE CHANGES**

<u>Service Class</u>	<u>Effect of Change</u>	<u>Pro-forma Number of Customers</u>	<u>Present Authorized Revenue</u>	<u>Proposed Revenue</u>	<u>Proposed Change in Revenue</u>	<u>Proposed Percentage Change</u>
Residential	\$ 5,203	43	\$ 19,924	\$ 25,128	\$ 5,203	26.12%
Other	-	-	-	-	-	N/A
Total	<u>\$ 5,203</u>	<u>43</u>	<u>\$ 19,924</u>	<u>\$ 25,128</u>	<u>\$ 5,203</u>	<u>26.12%</u>
Quarterly Customer Rate:			<u>\$ 115.84</u>	<u>\$ 146.09</u>	<u>\$ 30.25</u>	<u>26.12%</u>

Property Location: 2-10- 14-334
00348 Blueberry Ln

Residential Property Record Card - Conway, New Hampshire

Account: 21817

Map / Lot No: 233-9

Class: RI State Class: 106 Card 1 of 1

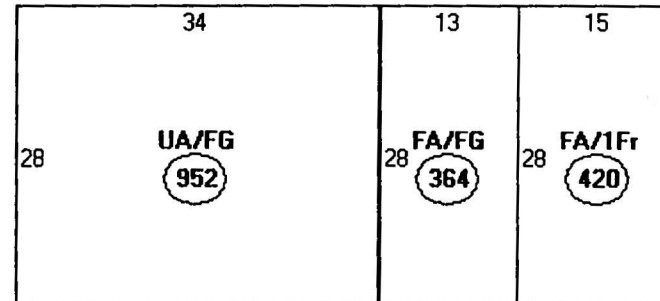
Dwelling Information				
Style:	Other			
Condo Style:				
Exterior Walls:	Frame			
Story Height:	1.0			
Attic:	Part Finsh			
Interior/Exterior:	Same			
Basement:	Pier/Slab			
Bsmt Garage:	0			
Rec Room size:	0	0		
FBLA size:	0	0		
Unfinished Area:	0			
Inlaw Apts:	0			
WB Fireplace:	Stacks	0	Openings	0
MTL Fireplace:	Stacks	0	Openings	0
Heating Type:	Basic			
Fuel:	Gas			
Heating System:	Wall Unit			
Year Built:	2010			
Eff. Yr Built:	0			
Ground Flr Area:	420			
Tot Living Area:	671			
Grade:	B-			
Condition:	Good			
CDU:	FR			
Building Notes:				
PROPERTY POSTED				

	Low	1st	2nd	3rd	Tot
Rooms:	0	0	0	0	3
Bedrooms:	0	0	0	0	1
Full Baths:	0	0	0	0	1
Half Baths:	0	0	0	0	0
Add'l Fixtures:	0	0	0	0	0

	Low	1st	2nd	3rd	Tot
Rooms:	0	0	0	0	3
Bedrooms:	0	0	0	0	1
Full Baths:	0	0	0	0	1
Half Baths:	0	0	0	0	0
Add'l Fixtures:	0	0	0	0	0

Replacement Costs	
Base Price:	60,370
Additions:	38,900
Unfinished Area:	0
Basement:	-8,360
Attic:	7,620
Plumbing:	0
Heating A/C Adj.:	0
FBLA:	0
Rec Room:	0
Fire Place:	0
Basement Garage:	0
Exterior Trim:	0
Subtotal:	98,530
Grade Factor:	1.12
C & D Factor:	0.00
Total RCN:	110,350
Percent Good:	0.90
Market Adj.:	0.00
Total RCNLD:	69,500

Addition Information					
Low	1st	2nd	3rd	Area	Points
13	19			364	13400
13	18			952	25500



Descriptor/Area
A: FA/1Fr
420 sqft
B: FA/FG
364 sqft
C: UA/FG
952 sqft

Owner/Values: Includes all Land/Buildings/OBYs for this Parcel					
	Current	Cost	Market	Income	Prior
Land:	62,400	62,400	0	0	62,800
Building:	69,500	69,500	0	0	162,400
Total:	131,900	131,900	0	0	225,200

Comparable Sales Summary											
Parcel ID	Location	DOS	Price	TLA	Style	Year Grade	Bed- built	Bath room	Full	Half	Acres
				0			0	0	0	0	0
				0			0	0	0	0	0
				0			0	0	0	0	0
				0			0	0	0	0	0
				0			0	0	0	0	0

F E & Co.

Rate Case 12-254

The attached map shows the indicated water line from the well to the 3 car garage and apartment. If it does not show is a reverse flow check valve that is required to protect the water supply for all other users as required by D.E.S.

Forest Edge Water Co.
Rate case 12-254

This map shows water line
to the building as shown
on the town of Conway N. H.
tax rolls. Note

Originally this parcel
contained a 24 foot x 24 foot
garage which was destroyed
by fire. It is believed that
the water line from the two
Bedford Wells to the customers
is under the new 3 car garage
and living unit. See address info
attached.

PRINCIPAL ADDITIONS
SCHEDULE B

7/9/2010 Repayment of Loan (Yankee Clipper)	10,000.00 ✓
7/9/2010 Repayment of Loan (Blueberry Muffin)	10,000.00
7/9/2010 Amerigas refund	64.36
7/28/2010 Hannah - reimburse gas etc	200.00
8/3/2010 Repayment of Loan (Blueberry Muffin)	25,000.00
8/4/2010 Repayment of Loan (Yankee Clipper)	20,000.00
8/11/2010 Repayment of Loan (Yankee Clipper)	20,999.80
9/7/2010 Hannah - reimburse gas etc	500.00
10/27/2010 Hannah - reimburse gas etc	300.00
3/3/2011 Hannah - reimburse gas etc	100.00
4/19/2011 Forest Edge Water Company	3,484.56
6/21/2011 Repayment of loan (Atlantic)	15,000.00

Total Principal Additions

105,648.72

as to the 4-19-2011

Forest Edge Water Co

"3,484.56

there is no indication as
what this sum was used for!

10
20
20,999.80
\$50,999.80

35
\$51,000

(49)

Calculation of GST Exempt Share

0

Value of the Gross Estate from Form 706	5,963,725
Less Sched. J Expenses	-205,546
Less Sched. K Expenses	-72,028
Less Specific Bequests to Joan	-31,930
Less Specific Bequests to Nate	-425,175
Less Specific Bequest to Hannah	-1,000
Less Taxes Paid	-1,695,629
	3,532,416

Proportion of GST Exemption to Net Estate

GST Exemption Allocated/Net Estate	2,000,000
	3,532,416
	0.566184677330

Assets in the Trust Available for Funding (Reflects Most Recent Appraisals)

Yankee Clipper/BM	722,163 *
66 Colony Dr	735,000
Forest Edge	20,412
Blueberry Lane Real Estate	228,069 ***
Cash	450,000 **
	2,155,644

20,412,00

GST Exempt Share Expressed as \$ Amount (Based on Most Recent Appraisals):

1220492.6514468

Factor: .5661847

Divide Total Exempt Share by Four 305,123**Each Exempt Share on % Basis** 0.141546175000

* Appraised value net of tax lien, mortgages

** Includes cash previously allocated to three Exempt trust shares

*** Value of KB assets allocated to Trust on dissolution of KB

Calculate Non-Exempt Share

(Equal to One-Fourth of the Balance)

Non Exempt Share Bears to Total 0.4338153000**% Each Non-Exempt Trust Share** 0.1084538250

Expressed as \$ Amount, based on most recent valuations:

42

CERTIFICATION OF VITAL RECORD

State of New Hampshire 2006-0277

DOCKET

CERTIFIED ABSTRACT OF A CERTIFICATE OF DEATH

FILE # 2006004914

FULL NAME OF DECEASED

JOSEPH EDWARD SULLIVAN JR

SEX MALE

DATE OF DEATH

JUNE 30, 2006

AGE 76 YRS

DATE OF BIRTH

JULY 22, 1929

BIRTHPLACE NEWTON, MASSACHUSETTS

MOTHER'S NAME

ALICE J O'BRIEN

FATHER'S NAME

JOSEPH EDWARD SULLIVAN

PLACE OF DEATH

NORTH CONWAY, NEW HAMPSHIRE

MARITAL STATUS

DIVORCED

SPOUSE

SOCIAL SECURITY NUMBER

016-22-9658

RESIDENCE

NORTH CONWAY, NEW HAMPSHIRE

PLACE OF DISPOSITION

NORTH CONWAY CEM, NORTH CONWAY, NEW HAMPSHIRE

DATE OF DISPOSITION

JULY 6, 2006

FILE DATE JULY 2, 2006

MANNER OF DEATH

NATURAL

CAUSE OF DEATH

a PULSELESS ELECTRICAL ACTIVITY

NOT STATED

b CORONARY ARTERY DISEASE

NOT STATED

c RENAL FAILURE

NOT STATED

OTHER SIGNIFICANT CONDITIONS

DESCRIBE HOW INJURY OCCURRED

DATE/TIME OF INJURY

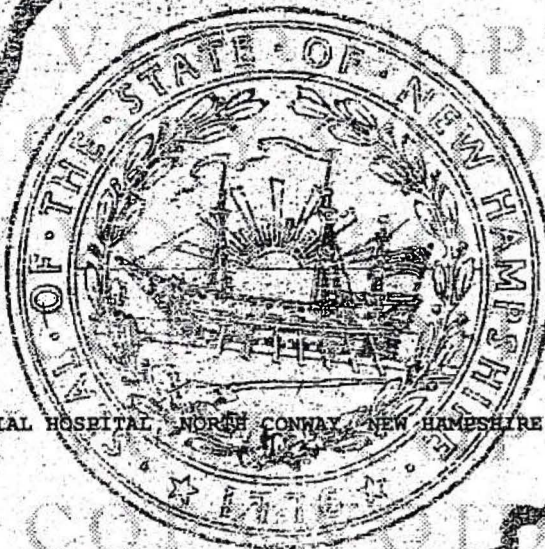
PLACE OF INJURY

LOCATION OF INJURY

NAME AND ADDRESS OF CERTIFIER

ALLAN C STAM JR MD, THE MEMORIAL HOSPITAL, NORTH CONWAY, NEW HAMPSHIRE 03860

MARGINAL NOTES



048740

I HEREBY CERTIFY THAT THIS IS A TRUE ABSTRACT ISSUED FROM THE OFFICIAL RECORDS ON FILE AT THIS OFFICE.

ATTEST:

Richard A. Funt

STATE/LOCAL REGISTRAR

William R. Bolton, Jr.

William R. Bolton, Jr.
State Registrar

DATE ISSUED:

July 12, 2006

STATE CITY/TOWN OF:

CONWAY

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.
It shall be unlawful for anyone to reproduce this certificate other than local or State Registrar

**BEGINNING ASSETS 7/1/10
SCHEDULE A**

1. TD BankNorth checking #9243848574	5,920.79 ✓
2. Camden National Bank #7681557	5,014.04
3. Camden National Bank #1288773	403,045.41
4. TD BankNorth #9725364634	341.02 ✓

Real Estate:

6. 342/348 Blueberry Lane, North Conway, NH	311,753.23
7. 66 Colony Drive, Jupiter Island, Florida	1,100,000.00
8. Blueberry Muffin Restaurant/Yankee Clipper Inn	2,851,948.18
9. Mortgage transferred from 1801 White Mt. Highway	-288,785.16

10. 148 shares (82.222%) of Common Stock Kearsarge		
Lot 26 Forest Edge Sub., North Conway, NH	65,000.00	← SOLD
Lot 28 Forest Edge Sub., North Conway, NH	65,000.00	← SOLD
313 Blueberry Lane, North Conway, NH	290,000.00	
Kearsarge Bank Account - TD BankNorth	<u>14,058.08</u>	
Total Kearsarge	434,058.08	
Total Kearsarge owned by Joseph E. Sullivan, Jr. Revocable Trust (82.222%)		
		<u>356,891.23</u>

NET ASSETS REMAINING	4,746,128.74
-----------------------------	---------------------

Nate Sullivan
FEW Co. Electrical

See my page 33

Nate Sullivan receives his fathers
house upon the death of Joseph
E Sullivan Jr on June 30 2006

see death certificate attached

Therefore Nate Sullivan owes

Electric bills from this date
untill seperate meters installed
one for house located at 342

Blueberry Lane the other for the

electrical use for the 2 well

pumps Bedrock Wells #1 & #2

estimated at \$150.00 per month

times 52 months or \$7,800.00

June 30, 06
Oct 2010
52 months
150.00
300
150
7800.00

Mike Sullivan
FEW Co - Electrical

See when electrical was
finally changed over in
2010.

In addition the other lot owes
for its electrical usage and
Both lots owe for water from
FEW Co.

DW 12-254
FOREST EDGE WATER COMPANY
- ESTIMATED IMPACT OF PROPOSED FUTURE STEP ADJUSTMENT

* Estimated Increase in O&M Expenses for Additional Customers:

Total Pro-forma Test Year Operation & Maintenance Expenses (Att A; Sch 3)	\$ 18,516
Less: Estimated Fixed O&M Expenses @ 50.00%	(9,258)
Estimated Pro-forma Test Year Variable O&M Expenses	\$ 9,258
Number of Customers during the Pro-forma Test Year	42
Estimated Pro-forma Variable O&M Cost per Customer	\$ 220
Estimated Increase in Number of Customers	x 1
Estimated Increase in O&M Expenses for Additional Customers	<u>\$ 220</u>

operating and management costs as are outrageous and represent payments from Forest Edge Water Co. (John Sullivan) to John Sullivan of Atlanta Management Co. Like I transfer money from my right trouser pocket to my left trouser pocket and evidently John Sullivan thinks he is entitled to receive as much money as he can transfer from himself to himself

R A Loh
 2-28-13

F E W Co
Rate Case 12-254

Date of so called Promising Note
12, 21, 2009

The F E W Co Inc, promises to
pay to the order of Kearsage
Building Co Inc or my subsequent
holder "Lender" the sum of '\$37,454.00
in monthly payments of the principal and
interest of '\$290.38 upon failure of
the borrower to so pay within 10 days
of the due date the borrower shall
pay a late charge equal to ^{the greater of} \$30.00
or 2% of each amount not paid

290.38
x .02

58076

Note the Petitioner to this rate case
can find no indication whatsoever
that any amount is owed by F E W Co. ①

F E W Co

Rate Case 12-254

In the prepared St Cyr application
for this case St Cyr stated

due not \$37,454.00

all of this Promisory Note and
amounts appear to be figments
of Note Sullivan's imagination to the
person.

Note the lateness of so called
payments which are apparent in
the St Cyr & Sullivan paperwork as filed
indicates considerable number of late
payments \$130.00

RRL

*all amounts disbursed 12/20/16
payments made to the
Joseph E Sullivan
ROCKFORD
1998*

all right 800 assignment

Abstract C

PROMISSORY NOTE

\$37,454.00

North Conway, New Hampshire

Date: December 21, 2009

FOR VALUE RECEIVED, Forest Edge Water Company, Inc., a New Hampshire corporation with a mailing address of 1769 White Mountain Highway, North Conway, New Hampshire ("Borrower") promises to pay to the order of Kearsarge Building Company, Inc. (hereinafter with any subsequent holder, "Lender") at 1769 White Mountain Highway, North Conway, New Hampshire, the sum of Thirty Seven Thousand Four Hundred Fifty-Four Dollars (\$37,454.00), with interest thereon at the rate of 7%, in accordance with the provisions below.

Monthly payments of the principal and interest in the amount of \$290.38 shall be made commencing 30 days from the date hereof and on the same day of each month continuing for 240 months. This payment is based upon a 20 year amortization.

In addition to those payment provisions described above, Borrower agrees to the following payment:

Late Charge: Upon failure of the Borrower to pay any amount due pursuant to this Note within ten (10) days of the due date thereof, the Borrower shall pay a late charge equal to the greater of \$30 or two percent (2%) of such amount not paid.

This Note may be prepaid in full at any time without penalty. This Note shall be immediately due and payable in the event of the sale of the Borrower's water distribution system located in North Conway, New Hampshire, or the sale or other conveyance of a majority of the stock of the Borrower.

Any payments received by Lender from Borrower will be applied first to any charges due hereunder, then to any accrued and unpaid interest, and then finally to the unpaid principal balance of this Note.

The Borrower represents to Lender that the proceeds of this Note will not be used for personal, family, household, or agricultural purposes.

If any of the following Events of Default remain uncured ten days following notice of same from Lender to Borrower, the entire unpaid principal balance of this Note and all unpaid accrued charges and interest hereunder shall become immediately due and payable at Lender's option and without further notice or demand:

- (a) the failure of Borrower to pay any amount due hereunder on the due date thereof; (b) the occurrence of any event of default under or the breach by Borrower of any term or condition of any mortgage, security agreement, or other agreement which secures the obligations hereunder; (c) the filing of any complaint, application, or petition by or against Borrower initiating any matter in which Borrower is or may be granted any relief from the debts of Borrower pursuant to the Bankruptcy Code**

or pursuant to any other insolvency statute or procedure; and/or (d) the offering by or entering into by Borrower of any arrangement seeking relief or extension for the debts of Borrower or the consent to or sufferance of the appointment of a receiver or other person over all or part of the assets of Borrower.

No delay or omission by Lender in exercising or enforcing any of its powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any other default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

The Borrower shall pay all costs and expenses, including, without limitation, attorneys' reasonable fees and all expenses and disbursements of counsel, in connection with the protection or enforcement of any of Lender's rights against Borrower and against any collateral given Lender to secure this Note (whether or not suit or foreclosure is instituted by or against Lender).

The Borrower waives presentment, demand, notice and protest, and also waives any delay on the part of the holder hereof.

This Note shall be binding upon Borrower and upon the Borrower's respective heirs, successors, assigns, and representatives, and shall inure to the benefit of Lender and its successors, endorsees, and assigns.

This Note is delivered to Lender at in New Hampshire and shall be governed by the laws of the State of New Hampshire. The Borrower shall submit to the jurisdiction of the Courts of the State of New Hampshire for all purposes with respect to this Note, any collateral given to secure the Borrower's liabilities to Lender.

WITNESS the execution hereof on the date first stated above.

Forest Edge Water Company, Inc.

By:


Nathaniel Sullivan, President


Witness

KAC
disseminated
in 2000
note now
for to
Nathaniel Sullivan
10/1/98

Loan Amortization Schedule

Enter values
 Loan amount \$ 37,454.00
 Annual interest rate 7.00 %
 Loan period in years 20
 Number of payments per year 12
 Start date of loan 9/23/2009
 Optional extra payments \$

Loan summary
 Scheduled payment \$ 290.38
 Scheduled number of payments 240
 Actual number of payments 240
 Total early payments \$
 Total interest \$ 32,237.31

Lender name per Order 25,017

DW08-16.0

filling and annual report
 photo 12/11 = 35,608
 12/10 = 35,562.99

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	10/23/2009	\$ 37,454.00	\$ 290.38	\$ -	\$ 290.38	\$ 71.90	\$ 218.48	\$ 37,382.10	\$ 218.48
2	11/23/2009	37,382.10	290.38	-	290.38	72.32	218.06	37,309.78	436.54
3	12/23/2009	37,309.78	290.38	-	290.38	72.74	217.64	37,237.04	654.18
4	1/23/2010	37,237.04	290.38	-	290.38	73.16	217.22	37,163.88	871.40
5	2/23/2010	37,163.88	290.38	-	290.38	73.59	216.79	37,090.29	1,088.19
6	3/23/2010	37,090.29	290.38	-	290.38	74.02	216.36	37,016.27	1,304.55
7	4/23/2010	37,016.27	290.38	-	290.38	74.45	215.93	36,941.81	1,520.48
8	5/23/2010	36,941.81	290.38	-	290.38	74.89	215.49	36,866.93	1,735.97
9	6/23/2010	36,866.93	290.38	-	290.38	75.32	215.06	36,791.60	1,951.03
10	7/23/2010	36,791.60	290.38	-	290.38	75.76	214.62	36,715.84	2,165.65
11	8/23/2010	36,715.84	290.38	-	290.38	76.20	214.18	36,639.64	2,379.82
12	9/23/2010	36,639.64	290.38	-	290.38	76.65	213.72	36,562.99	2,593.55
13	10/23/2010	36,562.99	290.38	-	290.38	77.10	213.28	36,485.89	2,806.84
14	11/23/2010	36,485.89	290.38	-	290.38	77.55	212.83	36,408.35	3,019.67
15	12/23/2010	36,408.35	290.38	-	290.38	78.00	212.38	36,330.35	3,232.05
16	1/23/2011	36,330.35	290.38	-	290.38	78.45	211.93	36,251.89	3,443.98
17	2/23/2011	36,251.89	290.38	-	290.38	78.91	211.47	36,172.98	3,655.45
18	3/23/2011	36,172.98	290.38	-	290.38	79.37	211.01	36,093.61	3,866.46
19	4/23/2011	36,093.61	290.38	-	290.38	79.83	210.55	36,013.78	4,077.01
20	5/23/2011	36,013.78	290.38	-	290.38	80.30	210.08	35,933.48	4,287.09
21	6/23/2011	35,933.48	290.38	-	290.38	80.77	209.61	35,852.71	4,496.70
22	7/23/2011	35,852.71	290.38	-	290.38	81.24	209.14	35,771.47	4,705.84
23	8/23/2011	35,771.47	290.38	-	290.38	81.71	208.67	35,689.75	4,914.51
24	9/23/2011	35,689.75	290.38	-	290.38	82.19	208.19	35,607.56	5,122.70
25	10/23/2011	35,607.56	290.38	-	290.38	82.67	207.71	35,524.90	5,330.41
26	11/23/2011	35,524.90	290.38	-	290.38	83.15	207.23	35,441.74	5,537.64
27	12/23/2011	35,441.74	290.38	-	290.38			35,358.11	5,744.38
28	1/23/2012	35,358.11	290.38	-	290.38			35,273.98	5,950.63
29	2/23/2012	35,273.98	290.38	-	290.38			35,189.37	6,156.40
30	3/23/2012	35,189.37	290.38	-	290.38			35,104.26	6,361.67
31	4/23/2012	35,104.26	290.38	-	290.38			35,018.65	6,566.45
32	5/23/2012	35,018.65	290.38	-	290.38			34,932.55	6,770.72
33	6/23/2012	34,932.55	290.38	-	290.38			34,845.94	6,974.49
34	7/23/2012	34,845.94	290.38	-	290.38			34,758.83	7,177.76
35	8/23/2012	34,758.83	290.38	-	290.38			34,671.21	7,380.52
36	9/23/2012	34,671.21	290.38	-	290.38			34,583.07	7,582.77
37	10/23/2012	34,583.07	290.38	-	290.38			34,494.43	7,784.51
38	11/23/2012	34,494.43	290.38	-	290.38			34,405.26	7,985.72
39	12/23/2012	34,405.26	290.38	-	290.38			34,315.58	8,186.42
40	1/23/2013	34,315.58	290.38	-	290.38			34,225.38	8,386.59
41	2/23/2013	34,225.38	290.38	-	290.38			34,134.64	8,586.24
42	3/23/2013	34,134.64	290.38	-	290.38			34,043.38	8,785.36
43	4/23/2013	34,043.38	290.38	-	290.38			33,951.59	8,983.95
44	5/23/2013	33,951.59	290.38	-	290.38			33,859.26	9,182.00
45	6/23/2013	33,859.26	290.38	-	290.38			33,766.39	9,379.51
46	7/23/2013	33,766.39	290.38	-	290.38			33,672.98	9,576.48
47	8/23/2013	33,672.98	290.38	-	290.38			33,579.03	9,772.91
48	9/23/2013	33,579.03	290.38	-	290.38			33,484.52	9,968.78
49	10/23/2013	33,484.52	290.38	-	290.38			33,389.47	10,164.11
50	11/23/2013	33,389.47	290.38	-	290.38			33,293.86	10,358.88
51	12/23/2013	33,293.86	290.38	-	290.38			33,197.69	10,553.10
52	1/23/2014	33,197.69	290.38	-	290.38	96.73	193.65	33,100.97	10,746.75
53	2/23/2014	33,100.97	290.38	-	290.38	97.29	193.09	33,003.67	10,939.84
54	3/23/2014	33,003.67	290.38	-	290.38	97.86	192.52	32,905.82	11,132.36

2011 interest per amort schedule agreed with filling

35,524.90

F E W Co

Rate Case 12-254

Page 87 line 11-13 by Dato

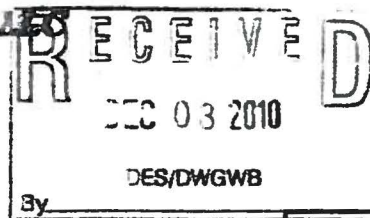
Sullivan as to payment of
so called note, I don't believe
we paid it last year.

Page 88 speaking of water line
from pump house well to 3
on garage.

Page 90 line 4 where the surveyor
who has done most if not all of
the surveying for the subdivision since
inception shows only a 75 foot protective
radius which is for a single family
house not the 175 foot radius
required concerning a community water system

(3)

Hall's Concrete Cutting & Coring, LLC
28 East Branch Road
Intervale, NH 03845
Phone # 603-356-6046



Proposal

Nate Sullivan
PO Box 479
North Conway, NH 03860

Date	12/7/2010
Proposal #	252
Customer Phone	
Project	Upper Forest Pump House

Description	Cost	Total
We hereby propose to do the following work: Remove broken clocks and replace with new. fill-in blocks with concrete where possible. Stucco building when done. Work to be completed in the spring of 2011. <i>Compare to the figure Submitted by Nate Sullivan Forest Edge Water Co.</i>	1,500.00	1,500.00 ✕
Thank you for choosing Hall's Concrete Cutting & Coring. You can contact us at 603-356-6046	Total	\$1,500.00

PWS CONTACT INFORMATION REPORT

5

DATE: MAY 19, 2008

EPA ID: 0512060 SYSTEM TYPE: COMMUNITY
SYSTEM NAME: FOREST EDGE
SYSTEM ADDRESS: WEST SIDE RD
BIRCH HILL RD
CONWAY NH 03818

POPULATION SERVED: 118 SERVICE CONNECTIONS: 47
REQUIRED SYSTEM GRADE: DISTRIBUTION: LA TREATMENT GRADE:

COMPANY NAME: FOREST EDGE ASSOCIATION: OWNER
ATTENTION TO: NATHANIEL SULLIVAN PRIMARY CONTACT: YES
ADDRESS: 1769 WHITE MOUNTAIN HWY
PO BOX 479
NORTH CONWAY NH 03360 0479 OPERATOR LICENSE STATUS: INACTIVE
PHONE #: - EXT CERTIFIED OPERATOR ID #: 0
EMERG #: - EXT DIST. GRADE: TREAT. GRADE:
FAX #: -

E-MAIL ADDRESS:
COMMENTS:

COMPANY NAME: FX LYONS INC ASSOCIATION: PRIMARY OPERATOR
ATTENTION TO: FRANCIS LYONS PRIMARY CONTACT: NO
ADDRESS: RTE 16 AND RTE 302
PO BOX 280
INTERVALE NH 03845 0280 OPERATOR LICENSE STATUS: ACTIVE
PHONE #: 603 356 - 6767 EXT CERTIFIED OPERATOR ID #: 461
EMERG #: 603 356 - 4057 EXT DIST. GRADE: II TREAT. GRADE: II
FAX #: 603 356 - 5107

E-MAIL ADDRESS: fxlyons@hotmail.com
COMMENTS:

The operator license status as inactive
prevents Nate Sullivan from taking water slots



5

1 Operating and Maintenance Expenses

2 3. Purchased Power

3 In 2011 the test year has 13 months of purchase power expenses. As such, the
4 Company has adjusted test year purchased power expenses by reducing purchased
5 power for \$252 for the additional month.

6 4. Maintenance of Structures

7 In 2011 the Company made various repairs to its pumping structures including
8 patching, repairing and stuccoing water tank block building. Its total expenses
9 were \$3,020. The Company acknowledges that these specific expenses are of a
10 one time nature, but believes that there has to be some dollars in rates to support
11 maintenance of the buildings. As such, it believes that \$1,007 (\$3,020 / 3 years)
12 is an appropriate annual amount.

13 5. Outside Services— Management, Bookkeeping and Accounting

14 In 2011 the Company incurred \$3,936 and \$4,164 for management / bookkeeping
15 and accounting, respectively. Of the \$4,164 of accounting expenses, certain
16 expenses amounting to \$1,183 were related to seeking a rate increase for the
17 management / bookkeeping costs and extension of time to seek the previously
18 approved step increase. As such, the Company has reduced its Outside Services
19 by \$1,183. Please note that the Company will seek the recovery of the \$1,183 as
20 part of rate case expenditures.

21

Company

to

Guatemala

3936

4164

1183

1 Operating and Maintenance Expenses

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*Compare
to
amortization*

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*3936
4164

8100.00*

F E W Co

Rate Case 12254

Review of map stamped 3-8-12

1. shows ⊗ No distances x 2
2. shows ⊗ rear of property no distances
3. shows ⊗ front of property no distances
4. shows ⊗ rear of lot no distances
5. shows ⊗ front of property no distances
6. shows ⊗ midway on one side of property
- * wrong location no distances
7. shows ⊗ right rear of property no distances
8. shows ⊗ rear of property no distances
9. shows ⊗ rear of property no distances
- * 10. No shutoff located no "
11. shows ⊗ rear of property no "
- * 12. No shutoff shown no "
13. shows ⊗ rear of property no "
14. shows ⊗ rear of property no "
15. shows ⊗ front of property no "
16. shows ⊗ rear of property no "
17. shows ⊗ front of property no "
18. shows ⊗ rear of property no "
19. shows ⊗ front of property no "
20. shows ⊗ rear of property no "
21. shows ⊗ front of property no "

F E W Co

Rate Case 12-254

- 22 shows ② front of property no distances
- * 23 shows ② wrong this is fed from pump house
- * 24 shows ② wrong " " " " " "
- 25 shows ② front of lot no distances
- 26 shows ② " " " " "
- 27 shows ② " " " " "
- 28 shows ② " " " " "
- 29 shows ② " " " " "
- 30 shows ② " " " " "

unnumbered lot Barn lot

show ② side of lot no distances

Forest Edge T Stamped 3-8-12

this is a reproduction of 3 lot Subdivision

Surveyed 9-13-95

really shows next to nothing

- * does show abandoned well ^{#3} that requires sealing off.

- * the same as BR Well ④ on lot 25 or 26

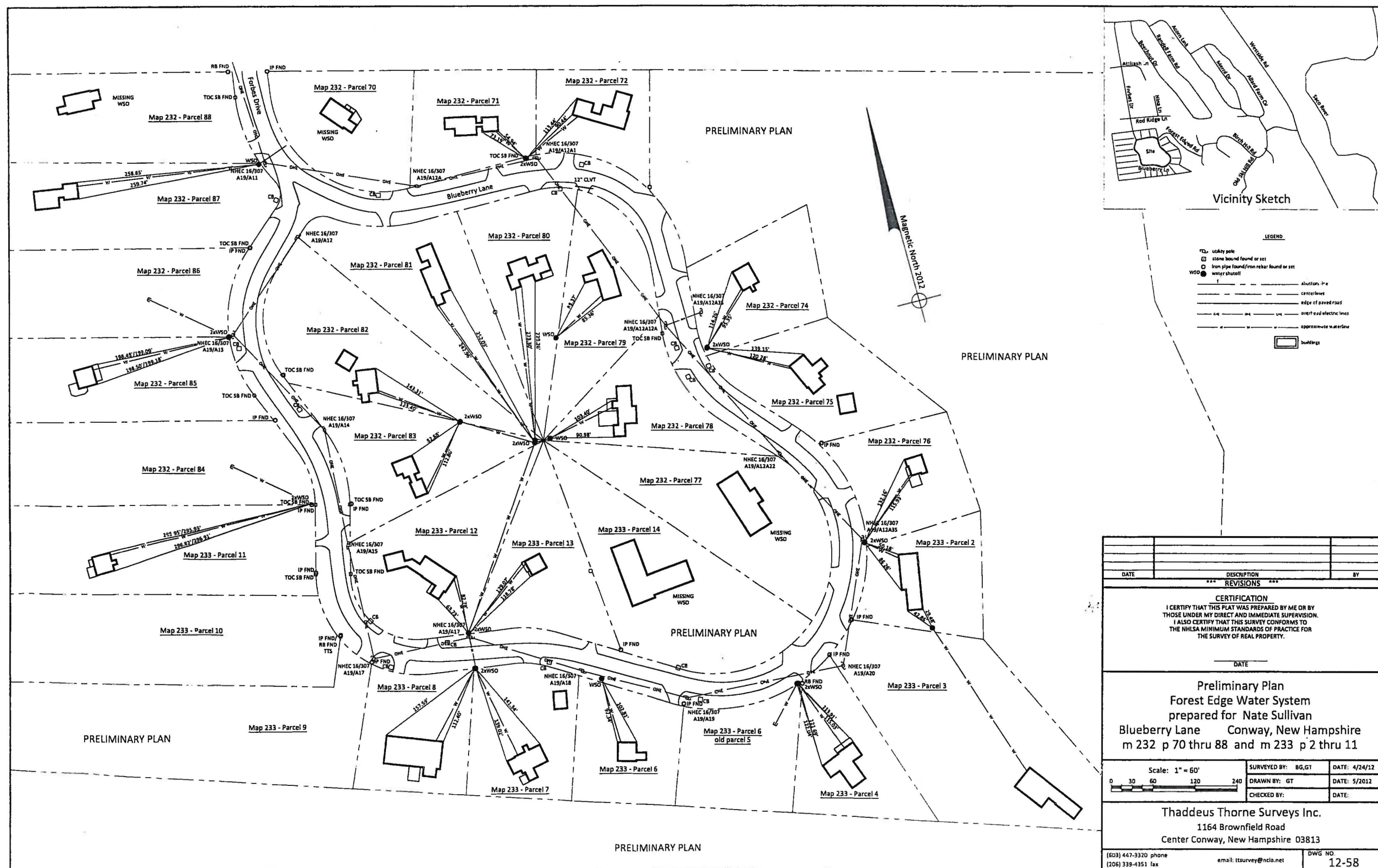
7 parcels need corrections
all parcels require 2 distances from

fixed locations

as far as I can determine
each lot has a separate shut off

232	70	(1)	no shut off
232	71	(3)	shows 2 parcels 1 shut off
232	72	(5)	" " " " "
232	77	(6)	
232	74	(7)	shows 2 lots 1 shut off
232	75	(9)	" " " " "
232	76	(11)	shows 2 lots 1 shut off
233	2	(13)	" " " " "
233	3	Barn Apartments	shows shut off on lot 233-2 (13)
233	4	(15)	shows 2 lots 1 shut off
233	5	(17)	" " " " "
233	6	(19)	shows shut off
233	7	(21)	
233	8	(22)	
233	9	(23)	
233	10	(24)	
233	11	(25)	
232	84	(26)	
232	85	(27)	
232	86	(28)	
232	87	(29)	
232	88	(30)	
232	81	(2)	shows long shut off to center
232	80	(4)	
232	82	(6)	↑ ↑ ↑ ↑ shows 2 lots 1 shut off
232	81	(2)	shows long shut off to center
232	78	(8)	shows shut off

233-14 (12)
(233-12 (16))
(233-13 (14))
1 shut off

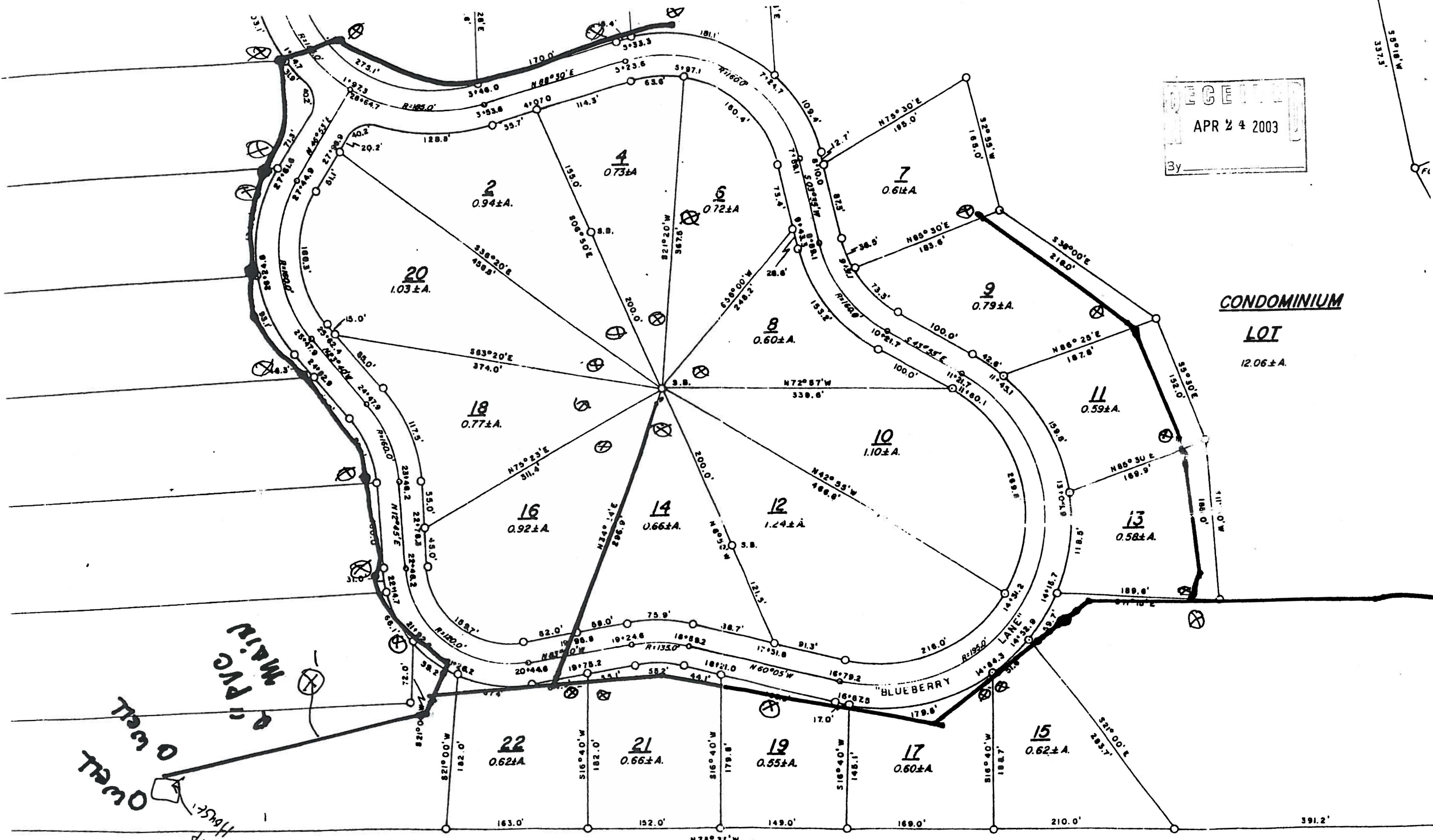


RECEIVED
APR 24 2003
By _____

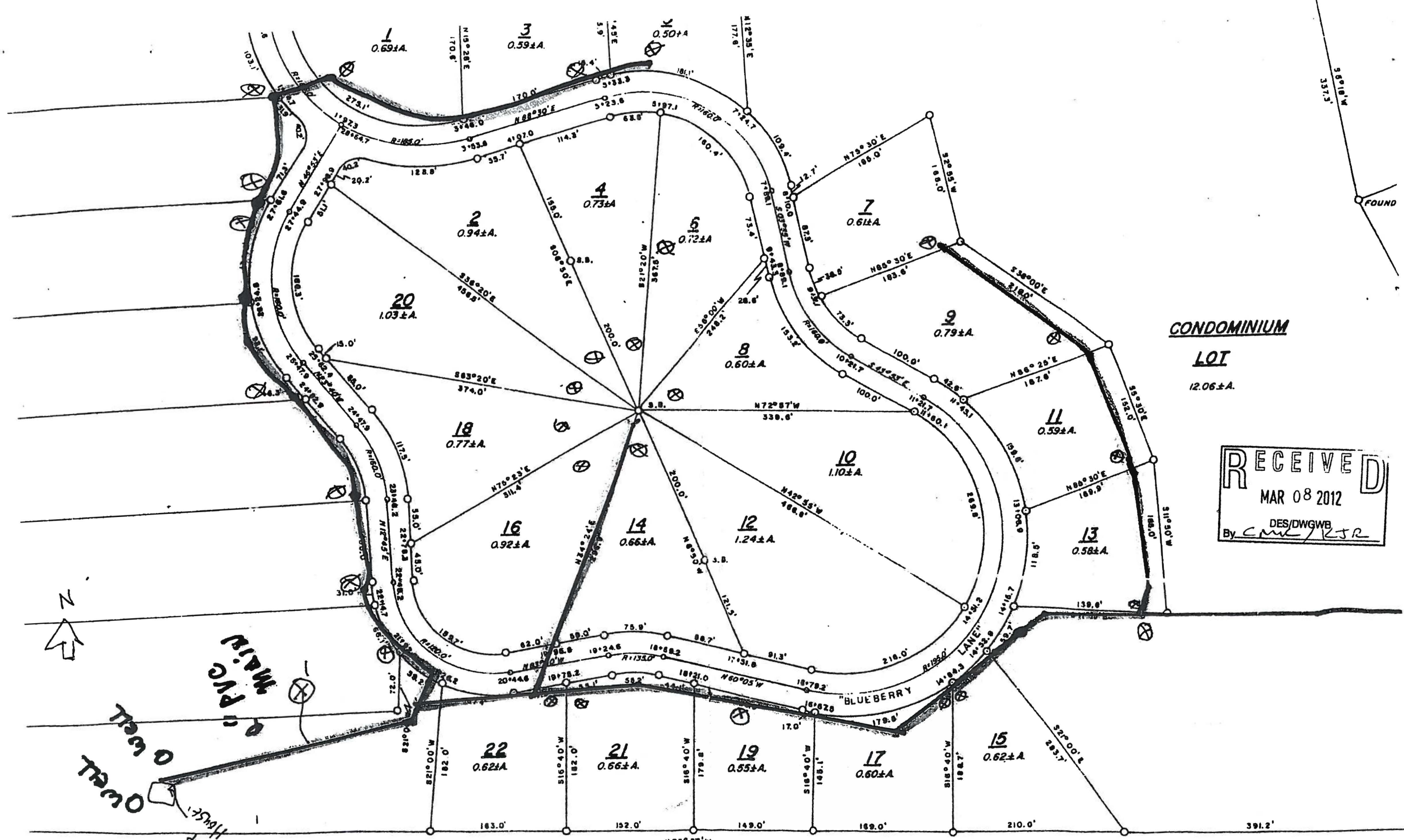
CONDOMINIUM

LOT

12.06 ± A.



FOREST EDGE



CONDOMINIUM
LOT
12.06±A.

RECEIVED
MAR 08 2012
DES/DWGWB
By CMC/KJR

CWS FOREST EDGE, CONWAY 0512060

Handwritten notes: "PVC Main", "10' 0\"/>



References:

1. To a plan by T. Thorne Survey titled "Property of Joseph Sullivan, Subdivision Plan, Forest-Edge P.", drawn in December of 1973. Plan # 73-116.
2. To a plan by T. Thorne Survey titled "Forest Edge Condominium As-Built, Prepared for Joe Sullivan", drawn 1-15-1985, plan # 84-138.
3. To a septic system plan by T. Thorne Survey titled "Forest Edge Condominium Assoc.", Plan number 94-38. State approved # 204883.

White Mountain National Forest
c/o Town Office
Center Conway, NH 03860
map 2-9 / parcel 14-2

Deborah A. Russell
P.O. Box 863 Blueberry Lane
No. Conway, NH 03860
map 2-10 / parcel 14-339

Kearsarge Building Company
Forest Edge 2
No. Conway, NH 03860
map 2-10 / parcels 14-352 & 14-353

Richard & Elaine Griffith
448 Blueberry Lane
No. Conway, NH 03860
map 2-10 / parcel 14-342

Maureen R. Maggionno
40 Valley Brook Drive
E. Greenwich, RI 02818
map 2-10 / parcel 14-343

William A. Lake
P.O. Box 1232
No. Conway, NH 03860
map 2-10 / parcel 14-355

Glenn & Migonne Forgues
37 Bay Street
Fairhaven, MA 02719
map 2-10 / parcel 14-344

William & Alice Harding
P.O. Box 967
No. Conway, NH 03860
map 2-10 / parcel 14-276

Cheryl Ann Turgeon
P.O. Box 1725
No. Conway, NH 03860
map 2-10 / parcel 14-275

Amy A. Wojtasinski
P.O. Box 458
Intervale, NH 03845
map 2-10 / parcel 14-274

Robert & Roberta Bell
P.O. Box 2035
No. Conway, NH 03860
map 2-10 / parcel 14-273

Rodger R. Valliere
P.O. Box 1163
Conway, NH 03818
map 2-10 / parcel 14-272

Doris J. Henney
284 Beechnut Drive
No. Conway, NH 03860
map 10-2 / parcel 14-208

Renee Arakelian
18 Church Street
Bradford, MA 01835
map 2-10 / parcel 14-80

Ledge Top Company
c/o David W. Boland
122 Nayatt Road
Barrington, RI 02806
map 2-10 / parcel 14-79

Robert L. Defeyer
11 Quarry Lane
No. Conway, NH 03860
map 2-10 / parcel 14-78

Raymond & Mary Ann Shakir
45 Wilson Terrace
Staten Island, NY 10304
map 2-10 / parcel 14-73

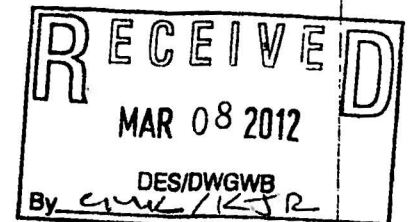
Wylie & Linda Apte
P.O. Box 619
No. Conway, NH 03860
map 2-10 / parcel 14-71

Radwan & Susan Jund
P.O. Box 1047
No. Conway, NH 03860
map 2-9 / parcel 14-65

Identify Property lines
- Add PH locations
- Label Roads
- Show all wells
- Call out 2 "tie locations" for main underground fittings (isolation valves).
- Identify 2 ties for each service connection shut-off

Legend:

1. Iron pipe found
2. 3/8" rebar to be set
3. Over head electric
4. 1/2" pipe
5. 1/4" pipe
6. 1/2" pipe
7. 1/4" pipe
8. 1/2" pipe
9. Approx. water line location



Record Dwg DRAFT w/comments

I hereby certify that this plot was prepared by me or those under my direct immediate supervision. I also certify that this survey conforms to the N.H.S.A. minimum standards of practice for the survey of Real Property.

Forest Edge, Conway 0512060

D. Deid Douglas

Date

Notes:

1. The area of the Old Stone Way R.O.W. is 15,828 square feet.
2. The area of the entire subject parcel is 731,998 square feet: 16.80 acres.
3. Lot Three to provide an easement for maintenance, repair, etc. for all septic lines, tanks and leaching fields for the benefit of lot two.
4. Subject parcel lies within the Residential / Agricultural District.
5. Zoning restrictions: Minimum lot area is 1.0 acre and minimum road frontage is 50.00'.
6. Setbacks are as shown: 25' from ROW and 15' from side and rear property lines.
7. Water is supplied by community well.
8. The landscaping of this site depicted on this plan is integral to the approval by the Conway Planning Board and shall be reasonably maintained and when dead or removed, must be reasonably replaced.
9. The owner has represented to the Conway Planning Board and depicted or noted hereon all known restrictions and easements applicable to this land. All applicable restrictions and easements of record for this land, whether or not depicted or noted hereon, shall not be affected or modified by the approval hereunder.
10. Sales are based on the U.S. Dept. of Agricultural Soil Survey of Carroll County.
11. The Forest Edge water system has a permit to operate from the NHDES Water Supply Engineering Bureau. Permit # 98-0512060.
12. State subdivision approval is contingent on a cross easement for septic density between lots 2 and 3 to be recorded here with.

Proposed Three Lot Subdivision Property of Kearsarge Building Company Conway, NH	
SURVEYED 9-13-1995 SD & M	DRAFTED 9-20-1995 TGA
Scale 1" = 40'	
THADDEUS THORNE-SURVEYS, INC. CENTER CONWAY, NEW HAMPSHIRE 03813	



2012 Consumer Confidence Report Certification Form

WATER SYSTEM NAME: Forest Edge
TOWN: Conway
PWS ID: 0512060

The owner, operator, or designee of the water system indicated above hereby confirms that the **Consumer Confidence Report (CCR)** has been **mailed or directly delivered** to all water customers as required by Env-DW 811. (Note that email is NOT an acceptable method of delivery at this time.) Further, the owner, operator, or designee certifies that the information contained in the report is correct and consistent with the compliance monitoring data previously submitted to the NH Department of Environmental Services, Drinking Water and Groundwater Bureau (NHDES).

CCR was distributed by: (circle applicable method)	<input checked="" type="radio"/> Mail	<input type="radio"/> Direct Delivery
--	---------------------------------------	---------------------------------------

Date(s) CCR Distributed: 5/29/12

Certified by: Signature: [Signature]
Print Name: Miroslava Trenkova - F.X. Lyons, Inc.
Date: 5/29/12

Note that each water system must complete the following:

- Mail or directly deliver copies of the current CCR to each customer by July 1. (Keep a copy for your records.) Note that email is NOT an acceptable method of delivery at this time.
- Submit a copy of the CCR to DES by July 1st (to the contact person listed below.)
- Submit this completed Certification form to DES within 10 days of distributing the CCR, but in no event later than July 10th (to the contact person listed below.)
- It is recommended that you send the CCR and Certification to DES at the same time to ensure that all actions are completed on time.

Questions and submittals should be addressed to:

Debra McDonnell
NHDES Drinking Water and Groundwater Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Debra.McDonnell@des.nh.gov
Tel: (603) 271-6703 – Fax: (603) 271-5171



Consumer Confidence Report

Forest Edge

2012

What is a Consumer Confidence Report?

The Consumer Confidence Report (CCR) details the quality of your drinking water, where it comes from, and where you can get more information. This annual report documents all detected primary and secondary drinking water parameters, and compares them to their respective standards known as Maximum Contaminant Levels (MCLs).

NOW IT COMES WITH A LIST OF INGREDIENTS.



The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm-water runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. The US Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

What is the source of my drinking water?

Forest Edge obtains its water from two bedrock wells, BRW 1 and BRW 2. BRW 1, located in the lower pump house (PH), is 190 feet deep with a 5 gallon per minute yield. BRW 2, located in the field north-northeast of the lower PH, is 180 feet deep with a 8 gallon per minute yield.

There is no treatment at your water system.

Why are contaminants in my water? Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Do I need to take special precautions? Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other

microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

Source Water Assessment Summary

DES prepared drinking water source assessment reports for all public water systems between 2000 and 2003 in an effort to assess the vulnerability of each of the state's public water supply sources. Included in the report is a map of each source water protection area, a list of potential and known contamination sources, and a summary of available protection options. The results of the assessment, prepared on May 17, 2002, are noted below.

- BRW 1, received 1 high susceptibility ratings, 1 medium susceptibility ratings, and 10 low susceptibility ratings.
- BRW 2, received 1 high susceptibility ratings, 1 medium susceptibility ratings, and 10 low susceptibility ratings.

Note: This information is over 10 years old and includes information that was current at the time the report was completed. Therefore, some of the ratings might be different if updated to reflect current information. At the present time, DES has no plans to update this data.

The complete Assessment Report is available for review at F.X.Lyons, Inc. For more information, call F.X.Lyons, Inc. at (603) 356-6767 or visit the DES Drinking Water Source Assessment website at <http://des.nh.gov/organization/divisions/water/dwgb/dwspp/dwsap.htm>.

How can I get involved?

If you have any questions or concerns about your water system please feel free to call us at F. X. Lyons, Inc. (603) 356-6767 between the hours of 7:00 a.m. and 3:00 p.m. Mon.-Fri. You may also write to us at P.O. Box 280 Intervale, NH 03845.

For information on meetings for your water system, you can contact Nathaniel Sullivan at (603) 356-5736. You may also write to him at P.O. Box 479, North Conway, NH 03860.

Violations and Other information:

See violation list in table below.

Definitions

Action Level or AL: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Contaminant Level or MCL: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Abbreviations

BDL: Below Detection Limit

mg/L: milligrams per Liter

pCi/L: picoCurie per Liter

ppb: parts per billion

ppm: parts per million

RAA: Running Annual Average

ug/L: micrograms per Liter

Drinking Water Contaminants:

Lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. This water system is responsible for high quality drinking water, but can not control the variety of materials used in your plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing cold water from your tap for at least 30 seconds before using water for drinking or cooking. Do not use hot water for drinking and cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://water.epa.gov/drink/info/lead/index.cfm>

Radon: Radon is a radioactive gas that you can't see, taste or smell. It can move up through the ground and into a home through cracks and holes in the foundation. Radon can also get into indoor air when released from tap water from showering, washing dishes, and other household activities. It is a known human carcinogen. Breathing radon can lead to lung cancer. Drinking water containing radon may cause an increased risk of stomach cancer.

System Name: Forest Edge EPA ID: 0512060

2012

VIOLATIONS

The drinking water provided by Forest Edge water system has a fluoride concentration of 3.78 mg/L. Children under nine who drink water containing more than 2 mg/L of fluoride may develop cosmetic discoloration of their permanent teeth. This problem occurs only in developing teeth, before they erupt from the gums. Steps we are taking: We are continuing to monitor the fluoride levels in your drinking water. We will inform you if levels exceed the limit of 4.0 mg/L.

VIOLATIONS	Date of violation	Explain violation	Length of violation	Action taken to resolve	Health Effects (Env-Dw 811.21)
Significant deficiency (found during sanitary survey)	11/3/09	The upper pump house was found structurally unsound; The ladder used to access the middle PH was unsecure.	6/23/11	DES received documentation relative to repair of the middle PH access ladder, a corrective action plan for repairs to the upper PH, and confirmation that repairs to the upper PH were made. As a result, DES has closed the Letter of Deficiency.	

DETECTED WATER QUALITY RESULTS

Contaminant (Units)	Level Detected	MCL	MCLG	Violation YES/NO	Likely Source of Contamination	Health Effects of Contaminant
Radioactive Contaminants						
Compliance Gross Alpha (pCi/L)	9 12/18/07	15	0	No	Erosion of natural deposits	
Uranium (ug/L)	18 12/18/07	30	0	No	Erosion of natural deposits	
Combined Radium 226 + 228 (pCi/L)	0-0.1 range .05 avg 12/18/07	5	0	No	Erosion of natural deposits	
Inorganic Contaminants						
Arsenic (ppb)	3 7/12/10	10	0	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes	

Copper (ppm)	BDL -0.12 range .080, 90 th % 5/31-6/1/09 Number of samples above AL was 0	AL=1.3	1.3	No	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives	
Fluoride (ppm)	3.78 11/29/11	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories	Some people who drink water containing fluoride in excess of the MCL over many years could get bone disease, including pain and tenderness of the bones. Fluoride in drinking water at half the MCL or more may cause mottling of children's teeth, usually in children less than nine years old. Mottling also known as dental fluorosis, may include brown staining and/or pitting of the teeth, and occurs only in developing teeth before they erupt from the gums.
Mercury (inorganic) (ppb)	0.2 7/12/10	2	2	No	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills; runoff from cropland	
Nitrate (as Nitrogen) (ppm)	1.23 8/9/11	10	10	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits	

Water & Pump Services

Certified Community Water System Operator

Route 16/302

P.O. Box 280

Intervale, NH 03845-0280

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

NOTICE OF SECONDARY FLUORIDE MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION

This is an alert about your drinking water and a cosmetic dental problem that might affect children under 9 years of age. At low levels, fluoride can help prevent cavities, but children drinking water containing more than 2.0 milligrams per liter (mg/L) of fluoride may develop cosmetic discoloration of their permanent teeth (dental fluorosis). The drinking water provided by your water system, Forest Edge has a fluoride concentration of 3.78 mg/L.

What does this mean?

Fluoride contamination is rarely due to human activity. Fluoride occurs naturally in some areas and is found in elevated concentrations in the aquifer in our source water.

This is not an emergency. If it had been, you would have been notified immediately. However, *dental fluorosis, in its moderate or severe forms, may result in a brown staining and/or pitting of the permanent teeth. This problem occurs only in developing teeth, before they erupt from the gums. Children under nine should be provided with alternative sources of drinking water or water that has been treated to remove the fluoride to avoid the possibility of staining and pitting of their permanent teeth. You may also want to contact your dentist about proper use by young children of fluoride-containing products. Older children and adults may safely drink the water.*

Drinking water containing more than 4.0 mg/L of fluoride (the U.S. Environmental Protection Agency's drinking water standard) can increase your risk of developing bone disease. Your drinking water does not contain more than 4.0 mg/L of fluoride, but we are required to notify you when we discover that fluoride levels in your drinking water exceed 2.0 mg/L because of this cosmetic dental problem.

What should I do?

Children under the age of nine should use an alternative source of water that is low in fluoride. In addition, you may want to consult your dentist about whether to avoid dental products containing fluoride. Adults and children over age nine should consult their dentist or doctor and show him/her this notice to determine if an alternate source of water low in fluoride should be used. General health related questions may be directed to Dave Gordon of the DES Environmental Health Program at (603) 271-4608.

Steps We Are Taking: We are continuing to monitor fluoride levels. We will inform you if levels exceed the limit of 4.0 mg/L.

For more information, please contact Linda Kearney of F.X. Lyons, Inc. at 603-356-6767 or visit at RT.16/302 Intervale, NH.

Some home water treatment units are also available to remove fluoride from drinking water. To learn more about available home water treatment units, you may call NSF International at 1-877-8-NSF-HELP.

Please share this information with all the other people who have children who drink this water, especially those who may not have received this notice directly (for example, people in apartments, schools, and daycares). You can do this by posting this notice in a public place or distributing copies by hand or mail.



Consumer Confidence Report Certification Form

WATER SYSTEM NAME: Forest Edge
TOWN: Conway
PWS ID: 0512060

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CCR was distributed by: (circle applicable method)	<input checked="" type="radio"/> Mail	<input type="radio"/> Direct Delivery
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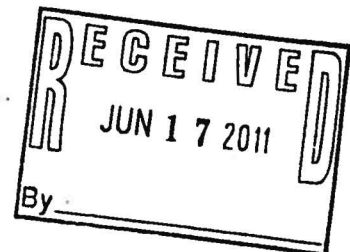
Date(s) CCR Distributed: 6/15/11
Certified by: Signature: [Signature]
Print Name: Miri Trenkova (EX Lyons)
Date: 6/15/11

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Questions and submittals should be addressed to:

Kristina Stern
NHDES Drinking Water and Groundwater Bureau
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095
kristina.stern@des.nh.gov
(603) 271-6703



Consumer Confidence Report

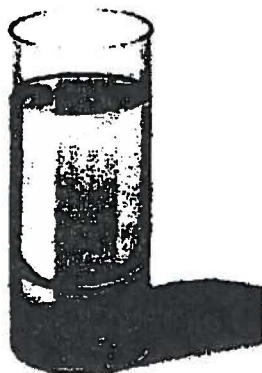
Forest Edge

2011

What is a Consumer Confidence Report?

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Contaminants that may be present in source water include:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Organic chemical contaminants, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. The US Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

What is the source of my drinking water?

Forest Edge obtains its water from two bedrock wells, BRW 1 and BRW 2. BRW 1, located in the lower pump house (PH), is 190 feet deep with a 5 gallon per minute yield. BRW 2, located in the field north-northeast of the lower PH, is 180 feet deep with a 8 gallon per minute yield.

There is no treatment at your water system.

Why are contaminants in my water? Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Do I need to take special precautions? Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial

contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

Source Water Assessment Summary

DES prepared drinking water source assessment reports for all public water systems between 2000 and 2003 in an effort to assess the vulnerability of each of the state's public water supply sources. Included in the report is a map of each source water protection area, a list of potential and known contamination sources, and a summary of available protection options. The results of the assessment, prepared on May 17, 2002, are noted below.

- BRW 1, received 1 high susceptibility ratings, 1 medium susceptibility ratings, and 10 low susceptibility ratings.
- BRW 2, received 1 high susceptibility ratings, 1 medium susceptibility ratings, and 10 low susceptibility ratings.

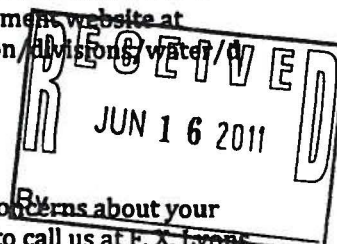
Note: This information is over 9 years old and includes information that was current at the time the report was completed. Therefore, some of the ratings might be different if updated to reflect current information. At the present time, DES has no plans to update this data.

The complete Assessment Report is available for review at F.X. Lyons, Inc. For more information, call F.X. Lyons, Inc. at (603) 356-6767 or visit the DES Drinking Water Source Assessment website at <http://des.nh.gov/organization/divisions/water/dwgb/dwspdp/dwsap.htm>.

How can I get involved?

If you have any questions or concerns about your water system please feel free to call us at F. X. Lyons, Inc. (603) 356-6767 between the hours of 7:00 a.m. and 3:00 p.m. Mon.-Fri. You may also write to us at P.O. Box 280 Intervale, NH 03845.

For information on meetings for your water system, you can contact Nathaniel Sullivan at (603) 356-5600. You may also write to him at P.O. Box 479, North Conway, NH 03860.



See violation list in table below.

Definitions

Action Level or AL: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Contaminant Level or MCL: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Abbreviations

BDL: Below Detection Limit

mg/L: milligrams per Liter

pCi/L: picoCurie per Liter

ppb: parts per billion

ppm: parts per million

RAA: Running Annual Average

ug/L: micrograms per Liter

Drinking Water Contaminants

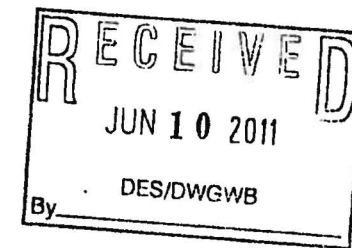
Lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. This water system is responsible for high quality drinking water, but can not control the variety of materials used in your plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing cold water from your tap for at least 30 seconds before using water for drinking or cooking. Do not use hot water for drinking and cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at

<http://water.epa.gov/drink/info/lead/index.cfm>

Radon: Radon is a radioactive gas that you can't see, taste or smell. It can move up through the ground and into a home through cracks and holes in the foundation. Radon can also get into indoor air when released from tap water from showering, washing dishes, and other household activities. It is a known human carcinogen. Breathing radon can lead to lung cancer. Drinking water containing radon may cause an increased risk of stomach cancer.

System Name: Forest Edge EPA ID: 0512060

2011



VIOLATIONS ✓

Forest Edge water system had an average fluoride concentration of 3.8 mg/L for the year 2010. Children under nine who drink water containing more than 2 mg/L of fluoride may develop cosmetic discoloration of their permanent teeth. This problem occurs only in developing teeth, before they erupt from the gums. Steps we are taking: We are continuing to monitor the fluoride levels in your drinking water. We will inform you if levels exceed the limit of 4.0 mg/L.

VIOLATIONS	Date of violation	Explain violation	Length of violation	Action taken to resolve	Health Effects (Env-Dw 811.21)
* Significant deficiency (found during sanitary survey)	11/3/09	The upper pump house was found structurally unsound; The ladder used to access the middle PH was unsecure.	On-going <i>over 2 yrs on upper pump house</i>	The system owner met with PUC on 4/1/2010 to discuss/present necessary system upgrades. F.X.Lyons prepared a proposal for the upgrades. Waiting for response.	

DETECTED WATER QUALITY RESULTS

Contaminant (Units)	Level Detected	MCL	MCLG	Violation YES/NO	Likely Source of Contamination	Health Effects of Contaminant
Radioactive Contaminants						
Compliance Gross Alpha (pCi/L)	9 12/18/07	15	0	No	Erosion of natural deposits	
Uranium (ug/L)	18 12/18/07	30	0	No	Erosion of natural deposits	
Combined Radium 226 + 228 (pCi/L)	0-0.1 range .05 avg 12/18/07	5	0	No	Erosion of natural deposits	
Inorganic Contaminants						
Arsenic (ppb)	3 7/12/10	10	0	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes	

Copper (ppm)	BDL -0.12 range .08, 90 th % 5/31-6/1/10 Number of samples above AL was 0	AL=1.3	1.3	No	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives	
Fluoride (ppm)	3.73-3.86 3.8 avg. 1/19-11/15/10	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories	Some people who drink water containing fluoride in excess of the MCL over many years could get bone disease, including pain and tenderness of the bones. Fluoride in drinking water at half the MCL or more may cause mottling of children's teeth, usually in children less than nine years old. Mottling also known as dental fluorosis, may include brown staining and/or pitting of the teeth, and occurs only in developing teeth before they erupt from the gums.
Mercury (inorganic) (ppb)	0.2 7/12/10	2	2	No	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills; runoff from cropland	

Water & Pump Services

Certified Community Water System Operator

Route 16/302
P.O. Box 280

Intervale, NH 03845-0280

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

NOTICE OF SECONDARY FLUORIDE MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION

This is an alert about your drinking water and a cosmetic dental problem that might affect children under 9 years of age. At low levels, fluoride can help prevent cavities, but children drinking water containing more than 2.0 milligrams per liter (mg/L) of fluoride may develop cosmetic discoloration of their permanent teeth (dental fluorosis). The drinking water provided by your water system, Forest Edge has a fluoride concentration of 3.78 mg/L for the sampling year 2010.

What does this mean?

Fluoride contamination is rarely due to human activity. Fluoride occurs naturally in some areas and is found in elevated concentrations in the aquifer in our source water.

This is not an emergency. If it had been, you would have been notified immediately. However, *dental fluorosis, in its moderate or severe forms, may result in a brown staining and/or pitting of the permanent teeth. This problem occurs only in developing teeth, before they erupt from the gums. Children under nine should be provided with alternative sources of drinking water or water that has been treated to remove the fluoride to avoid the possibility of staining and pitting of their permanent teeth. You may also want to contact your dentist about proper use by young children of fluoride-containing products. Older children and adults may safely drink the water.*

Drinking water containing more than 4.0 mg/L of fluoride (the U.S. Environmental Protection Agency's drinking water standard) can increase your risk of developing bone disease. Your drinking water does not contain more than 4.0 mg/L of fluoride, but we are required to notify you when we discover that fluoride levels in your drinking water exceed 2.0 mg/L because of this cosmetic dental problem.

What should I do?

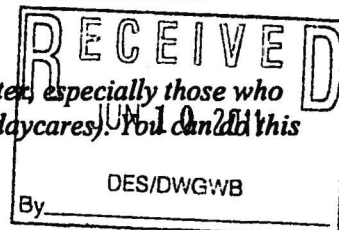
Children under the age of nine should use an alternative source of water that is low in fluoride. In addition, you may want to consult your dentist about whether to avoid dental products containing fluoride. Adults and children over age nine should consult their dentist or doctor and show him/her this notice to determine if an alternate source of water low in fluoride should be used. General health related questions may be directed to Dave Gordon of the DES Environmental Health Program at (603) 271-4608.

Steps We Are Taking: We are continuing to monitor fluoride levels. We will inform you if levels exceed the limit of 4.0 mg/L.

For more information, please contact Linda Kearney of F.X. Lyons, Inc. at 603-356-6767 or visit at RT.16/302 Intervale, NH.

Some home water treatment units are also available to remove fluoride from drinking water. To learn more about available home water treatment units, you may call NSF International at 1-877-8-NSF-HELP.

Please share this information with all the other people who have children who drink this water, especially those who may not have received this notice directly (for example, people in apartments, schools, and daycares). You can do this by posting this notice in a public place or distributing copies by hand or mail.

PWS ID: 0512060 Date distributed: 5/19/11

PWS CONTACT INFORMATION REPORT

(3)

DATE: MAY 19, 2008

EPA ID: 0512060 SYSTEM TYPE: COMMUNITY
 SYSTEM NAME: FOREST EDGE
 SYSTEM ADDRESS: WEST SIDE RD
 BIRCH HILL RD
 CONWAY NH 03818

POPULATION SERVED: 118 SERVICE CONNECTIONS: 47 ✕
 REQUIRED SYSTEM GRADE: DISTRIBUTION: IA TREATMENT GRADE:

COMPANY NAME: FOREST EDGE
 ATTENTION TO: NATHANIEL SULLIVAN
 ADDRESS: 1769 WHITE MOUNTAIN HWY
 PO BOX 479
 NORTH CONWAY NH 03860 0479

ASSOCIATION: OWNER
 PRIMARY CONTACT: YES

PHONE #: - EXT
 EMERG #: - EXT
 FAX #: -

OPERATOR LICENSE STATUS: INACTIVE
 CERTIFIED OPERATOR ID #: 0
 DIST. GRADE: TREAT. GRADE:

E-MAIL ADDRESS:
 COMMENTS:

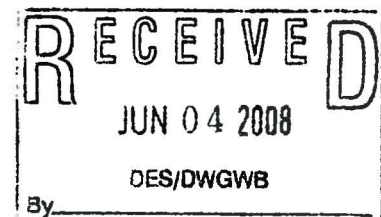
COMPANY NAME: FX LYONS INC
 ATTENTION TO: FRANCIS LYONS
 ADDRESS: RTE 16 AND RTE 302
 PO BOX 280
 INTERVALE NH 03845 0280
 PHONE #: 603 356 - 6767 EXT
 EMERG #: 603 356 - 4057 EXT
 FAX #: 603 356 - 5107

ASSOCIATION: PRIMARY OPERATOR
 PRIMARY CONTACT: NO

OPERATOR LICENSE STATUS: ACTIVE
 CERTIFIED OPERATOR ID #: 461
 DIST. GRADE: II TREAT. GRADE: II

E-MAIL ADDRESS: fxlyons@hotmail.com
 COMMENTS:

*Indicates not able to run
 any kind of water tests*



5

Forest Edge Water Quality Report – 2010

What is the water quality of my drinking water?

We are pleased to report that your drinking water is safe and meets federal and state requirements.

What is the source of my water?

Forest Edge obtains its water from two bedrock wells, BRW 1 and BRW 2. BRW 1, located in the lower pump house (PH), is 190 feet deep with a 5 gallon per minute yield. BRW 2, located in the field north-northeast of the lower PH, is 180 feet deep with a 8 gallon per minute yield.

Why are contaminants in my water?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791).

How can I get involved?

If you have any questions or concerns about your water system please feel free to call us at F. X. Lyons, Inc. (603) 356-6767 between the hours of 7:00 a.m. and 3:00 p.m. Mon.-Fri. You may also write to us at P.O. Box 280 Intervale, NH 03845.

For information on meetings for your water system, you can contact Nathaniel Sullivan at (603) 356-5600. You may also write to him at P.O. Box 479, North Conway, NH 03860.

Other information

In accordance with the DES we regularly test your drinking water for contaminants to ensure that the water you are drinking is safe. There is no treatment at your water system.

Forest Edge water system had an average fluoride concentration of 4.0 mg/L for the year 2009. Children under nine who drink water containing more than 2 mg/L of fluoride may develop cosmetic discoloration of their permanent teeth. This problem occurs only in developing teeth, before they erupt from the gums. Steps we are taking: We are continuing to monitor the fluoride levels in your drinking water. We will inform you if levels exceed the limit of 4.0 mg/L.

Do I need to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

Sample Dates: The results for detected contaminants listed below are from the most recent monitoring done in compliance with regulations ending with the year 2009. The State of New Hampshire allows water systems to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Thus some of the data presented, though representative, may be more than one year old.

Radon: Radon is a radioactive gas that you can't see, taste or smell. It can move up through the ground and into a home through cracks and holes in the foundation. Radon can also get into indoor air when released from tap water from showering, washing dishes, and other household activities. It is a known human carcinogen. Breathing radon can lead to lung cancer. Drinking water containing radon may cause an increased risk of stomach cancer. Presently EPA is reviewing a standard for radon in water.

Definitions:

MCLG: Maximum Contaminant Level Goal, or the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MCL: Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. They are set as close to the MCLGs as feasible using the best available treatment technology.

AL: Action Level, or the concentration of a contaminant which, when exceeded, triggers treatment or other requirements which a water system must follow.

BDL: below detection level

RAA: Running Annual Average

Abbreviations:

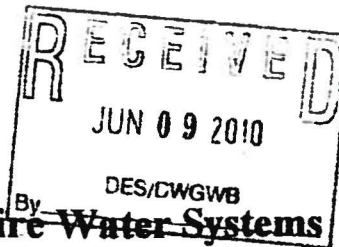
ppm: parts per million

ug/L: micrograms per Liter

pCi/L: pico curies per Liter

Forest Edge Water Quality Report – 2010

Contaminant (Unit)	Level Detected Violation Y/N	MCL	MCLG	Likely Source of Contamination	Health Effects
Radioactive Contaminants					
Compliance Gross Alpha (pCi/L)	9 12/18/07	15	0	Erosion of natural deposits	
Uranium (ug/L)	18 12/18/07	30	0	Erosion of natural deposits	
Combined Radium 226 + 228 (pCi/L)	0-0.1 range .05 avg 12/18/07 No	5	0	Erosion of natural deposits	
Inorganic Contaminants					
Fluoride (ppm)	3.89-4.17 X 4.0 RAA 8/3-11/16/09 <u>No</u> <i>Should say Yes</i>	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories	Some people who drink water containing fluoride in excess of the MCL over many years could get bone disease, including pain and tenderness of the bones. Fluoride in drinking water at half the MCL or more may cause mottling of children's teeth, usually in children less than nine years old. Mottling also known as dental fluorosis, may include brown staining and/or pitting of the teeth, and occurs only in developing teeth before they erupt from the gums.
Copper (ppm)	BDL -0.12 range .08, 90 th % 5/31-6/1/10 Number of samples above AL was 0 No	AL=1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives	



2010 CCR Certification Form for New Hampshire Water Systems

WWS Name: Forest Edge
WWS Town: Conway
WWS I.D. Number: 0512060

The community water system indicated above hereby confirms that the Consumer Confidence Report has been mailed or hand delivered to all water customers. Further, the water system certifies that the information contained in the report is correct and consistent with the compliance monitoring data previously submitted to the DES Drinking Water & Groundwater Bureau.

DATE(S) CCR was delivered: 5/27/10 mail to customers

FOR SYSTEMS THAT SERVE APARTMENT COMPLEXES, SCHOOLS, ECT. (Check all that apply)

"Good faith" efforts were used to reach non-bill paying consumers. Those efforts included the following methods:

- ☐ Posting the CCR on the Internet at _____
- ☐ Mail the CCR to postal patrons within the service area
- ☐ Advertising availability of the CCR in news media (attach copy of announcement)
- ☐ Publication of CCR in local newspaper (attach copy)
- ☐ Posting the CCR in public places (attach list of locations)
- ☐ Delivery of multiple copies to single bill addresses serving several persons such as:
apartments, businesses, schools, and large private employers
- ☐ Delivery to community organizations (attach a list)
- ☐ Other _____

You must sign and date below:

Certified by: Name: Mimi Trenkova - Fx Lyons
Title: Compliance Administrator
Phone #: (603) 356-6767 Date: 5/27/10

Send this completed form by October 1, 2010 to:

Kristina Stern
NHDES Drinking Water and Groundwater Bureau
PO Box 95
Concord, NH 03302-0095

F E W 40

Rate Case

12-254

In the Consumer Confidence Report of 2011 states that Bedrock Well # 1 is in the lower pump house is 190 feet deep with 5 gallon per minute yield while Bedrock Well # 2 located in the field is 180 feet deep with an 8 gallon per minute yield. This copy was date stamped June 16 2011 by D.E.S.

By reading the charts we can determine that Mercury which is known to be deadly especially to the young & old is present altho not

in high enough range to be so serious as yet.

The Fluoride level is listed as 3.8 avg just below the 4.0 Maximum contained level. However there have been many tests that list Fluoride above 4.0.

I attach hereto the 2011 C.C. Report and the 2012 C.C. Report. It seems strange to me that the test results are all but identical excepting the Fluoride level which is slightly different.

1
Proposed Settlement
Received Friday 7 PM Mail
Feb- 22- 2013

page 3 FEW Co shall furnish a certified
list of ~~customers~~ ^{Properties} that are connected
to the FEW Co with specifying by
map & lot number showing all customers
that are connected to the water system
whether or not they are ^{then} currently
receiving or using water from the FEW Co.
as of the date of its step increase
filing. The above requirement will
supercede and control the number of
customers specified in Paragraph C entitled
Customer Rate Impact.

Under Paragraph D, Rate Case Expense
and surcharge to recover rate case expense
shall be limited ~~to~~ ^{in scope} to reasonable
projected expenses, ~~not to exceed \$100,000~~
~~and due to their desire~~
~~and failure to furnish necessary~~

and issue of Dollars allowed
Commission shall have authority to say no
information

"Our Business is Going in the Hole"

TASKER'S WELL COMPANY, INC.

P.O. BOX 500 • 29 TASKER CROSS ROAD

NORTHWOOD, NH 03281-0500

(603) 942-5581

Nate Sullivan
Cindy McInerney
Forest Edge Water Company
Conway, NH
Fax# 356-9486

May 7, 2007

*Called 5-10-07 Byt
Address to mail contract
and Jeff will call
Monday to schedule
work*

Dear Nate and Cindy:

Thank you for contacting us regarding cleaning out the well(s) we drilled in the past on West Side Road, Conway, New Hampshire. The following is our estimate to work on each well:

*By adding
cost of new
pump at
this \$5,800.00
it is
far below amount
FEW Co. submitted*

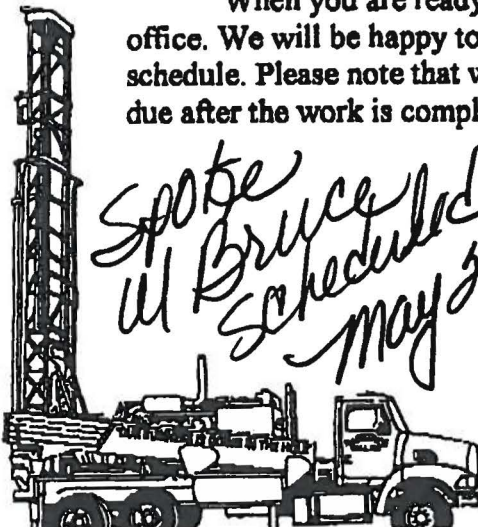
Pull pump from existing well	\$ 250.00
Set-up well rig over well, flush well with water, and air test for flow	2,500.00
Return existing pump and materials to well (If pump needs to be upgraded and/or placed lower into well, there would be an additional charge for materials)	<u>250.00</u>
Estimate subtotal—	\$ 3,000.00*

*If it is decided to drill the well deeper,
that will be done at a minimum of
100 feet deeper at \$14.00 per foot

1,400.00
Estimate total—\$ 4,400.00

*+ 1400.00
5800.00*

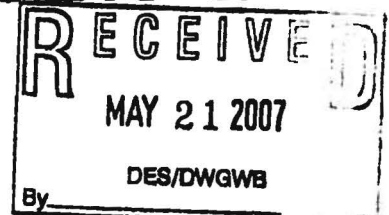
When you are ready for us to perform the above described work, please call the office. We will be happy to mail to you a contract and place your project on our work schedule. Please note that we do not request an advance or down payment. Payment is due after the work is completed. Thank you.



Sincerely,

*Spoke
w/ Bruce
scheduled
May 24 or
25th
5007*

Daniel M. Tasker
Daniel M. Tasker
Co-owner/Driller





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

February 11, 2010

NATHANIEL SULLIVAN
FOREST EDGE
1769 WHITE MOUNTAIN HWY
PO BOX 479
NORTH CONWAY NH 03860

COPY

NOTICE OF SECONDARY FLUORIDE VIOLATION

SUBJECT: PWS: CONWAY: FOREST EDGE
EPA#: 0512060
Annual Fluoride Public Notice Due

Dear Owner:

The records of the Department of Environmental Services (DES) indicate that the running annual average (RAA) or most recent compliance sample result for fluoride, as specified below, exceeds the secondary maximum contaminant level (SMCL) of 2.0 mg/L:

Source: 501 DEP TAP/PUMPHOUSE/BLEND 001 AND 102 DEEPND
RAA/Result: 4.0 mg/L
SMCL: 2.0 mg/L
Sampling Year: 2009

Pursuant to Env-Ws 359, the owner of a public water system that exceeds the SMCL for fluoride is required to perform public notice on an annual basis. For non-community systems, public notice must be performed within 30 days of learning of the violation, and proof of public notice/certification must be sent to DES within 10 days of performing such notice. Please be advised that pursuant to RSA 485, failure to perform public notice will result in additional enforcement action against the owner of the water system. If you have already provided public notice to your customers, please forward a copy to us and our records will be modified accordingly. Community systems may either follow the above procedure, or include the public notice in their annual Consumer Confidence Report (CCR), which must be delivered to consumers and DES by July 1 of each year. A community system choosing to include the notice in its CCR must note their intentions within 10 days by checking the appropriate box on the public notice template and returning a copy to our department.

A fluoride SMCL public notice template with instructions and certification form is available at:
<http://des.nh.gov/organization/divisions/water/dwgb/forms/index/htm>. You are encouraged to use the template as it contains all the mandatory language.

If you need a paper copy of the template mailed to you, or have any questions, feel free to contact me at (603) 271-0893 or by email at Donna.Jones@des.nh.gov.

Sincerely,

Donna Jones
Monitoring and Enforcement Section
Drinking Water and Groundwater Bureau

cc: File
Louise Hannan, NH Health Officer
Health Officer, Town of CONWAY
FRANCIS LYONS, Primary Operator 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



SANITARY SURVEY DEFICIENCY REPORT

New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095



System Name: Conway, Forest Edge PSW ID #: 0512060
Town: Conway Site Visit #: 12010 Site Visit Date: 4 April 2012

Pursuant to RSA 485 and NH Administrative Rules Env-Dw 717 and 720, a sanitary survey/consultation was conducted on the above public water system by DWGB staff. Significant deficiencies which have a direct impact on the water system's water quality or reliability are cited below. All significant deficiencies must be corrected within **30 days** (unless a shorter time period has been noted) or a Corrective Action Plan (CAP) that outlines proposed corrective actions and deadlines must be submitted to DES for approval within **30 days** from the receipt of this deficiency report. Failure to comply with these requirements or the failure to comply with a DES approved CAP, will result in an enforcement action that may include the issuance of a treatment technique violation requiring public notice.

Significant Deficiencies

- | | |
|---|--|
| <input type="checkbox"/> Top of Well is Buried (BUW) | <input type="checkbox"/> Top of Well can be Flooded (FLW) |
| <input type="checkbox"/> Well Construction Inadequate (WCI) | <input type="checkbox"/> Contaminants in Well Radius (HPH) |
| <input type="checkbox"/> Well Pump Inoperative (WPI) | <input type="checkbox"/> Well is Not Sealed (SAN) |
| <input type="checkbox"/> Sampling Taps (TAP) | <input type="checkbox"/> Non-Approved Well Online (NAW) |
| <input type="checkbox"/> Treatment Inoperative (TRF) | <input type="checkbox"/> Storage Tank subject to Contamination (STO) |
| <input checked="" type="checkbox"/> Unsanitary Pump house (UNP) | <input type="checkbox"/> No Duplicate Booster Pump (DUP) |
| <input type="checkbox"/> Pump house subject to Flooding (FPH) | <input type="checkbox"/> No Certified Operator (COP) |
| <input type="checkbox"/> Other Significant Deficiencies/Comments: <u>Clean up insulation & droppings in</u>
<u>upper pressure tank house</u> | |

☒ **CORRECT AND NOTIFY DES IN WRITING AND/OR SUBMIT CORRECTIVE ACTION PLAN**

I acknowledge receipt of this Sanitary Survey Significant Deficiency Report and the requirement for their correction and written notification to DES or submittal of a written Corrective Action Plan **within 30 days upon receipt of this deficiency report.**

<u>[Signature]</u> Owner/Owner's Representative/Certified Operator (Circle One)	<u>4 April 2012</u> Date Signed	<u>4-10-2012 (BWH)</u> Date Sent to Owner
<u>[Signature]</u> DWGB Staff Surveyor	<u>4 April 2012</u> Date	

F E W Co

Rite Case 12-254

Where the person and or his
business practices as alledged are
not true they would constitute a
violation of New Hampshire Revised
Statute Ann. # 358-A-2,

any person who ~~violates~~ this statute
shall be guilty of a misdemeanor
and shall be fined not more
than \$1,000.00,

1. By the information and or misinformation
as supplied by Kate Sullivan and
or St Cyr, this Petitioner believes
that they by their conduct and
past conduct are not in the best
interest of the users of the
FEW Co.

FEWC

Rate Case 12-254

2. Beginning with the first filing of this Rate Case for substantial Rate increases and step increases of unknown amounts the petitioner believes that Kate Sullivan of the FEWC and St Cyr the employee of Kate Sullivan and on the FEWC, have taken extraordinary actions and positions designed to increase their incomes substantially at the expense and detriment of the users or customers, these actions should be labeled as self dealing.
3. As the person in charge of and control of Kate Sullivan has a fiduciary duty

(2)

3. to supply water of good
quality, and of constant pressure
and in sufficient amounts at
fair and reasonable costs to the
customers where they could say
they are fair dealing with said
customers.

4. I will attach as many examples
of bad faith that will show prime
examples that show that F E W Co.
Kate Sullivan and her employee Styer
do not abide by the Consumer Protection
Act RSA 356 which requires each
party to deal fairly with the other
in good faith, and that their actions
are a gross miscarriage of said act, (8)

From prepared St Cyr statement
for FEWC, 12-257 rate case

1 Operating Expenses

2 3. Purchased Power

3 In 2011 the test year had 13 months of purchase power expenses. As such, the
4 Company has adjusted test year purchased power expenses by reducing purchased
5 power for \$252 for the additional month.

6 4. Maintenance of Structures

7 In 2011 the Company made various repairs to its pumping structures including
8 patching, repairing and stuccoing water tank block building. Its total expenses
9 were \$3,020. The Company acknowledges that these specific expenses are of a
10 one time nature, but believes that there has to be some dollars in rates to support
11 maintenance of the buildings. As such, it believes that \$1,007 ($\$3,020 / 3$ years)
12 is an appropriate annual amount.

13 5. Outside Services – Management, Bookkeeping and Accounting

14 In 2011 the Company incurred \$3,936 and \$4,164 for management / bookkeeping,
15 and accounting, respectively. Of the \$4,164 of accounting expenses, certain
16 expenses amounting to \$1,183 were related to seeking a rate increase for the
17 management / bookkeeping costs and extension of time to seek the previously
18 approved step increase. As such, the Company has reduced its Outside Services
19 by \$1,183. Please note that the Company will seek the recovery of the \$1,183 as
20 part of rate case expenditures.
21

From prepared St Agr statement
for FEW Co. 12-254 Rate
Case

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2 3. Purchased Power

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4 Company has adjusted test year purchased power expenses by reducing purchased
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18 approved step increase. As such, the Company has reduced its Outside Services
19 by \$1,183. Please note that the Company will seek the recovery of the \$1,183 as
20 part of rate case expenditures.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

11



Thomas S. Burack, Commissioner

December 5, 2007

Francis Lyons
FX Lyons
Post Office Box 280
Intervale, New Hampshire 03845-0280

**Subject: CWS CONWAY: Forest Edge; EPA ID: 0512060-002
Deepening BRW 2; NHDES # 998081**

Dear Mr. Lyons:

The purpose of this letter is to conditionally approve the deepening of the subject well. This decision is based on a review of materials submitted to meet the requirements of New Hampshire Administrative Rule Env-Dw 301, *Small Production Wells for Community Water Systems*. This approval is subject to the following condition.

- Submit water quality sampling results for lead and copper to the Drinking Water and Groundwater Bureau. Please contact Richard Thayer at 271-2950 for more information.

A copy of this letter should be kept on file with the water system's records for future reference and as an aid to meeting the NHDES source water protection requirements.

Source Specifications:

Well Number	Well Status	Permitted Production Volume	Sanitary Protective Area Radius	Wellhead Protective Area Radius	Source Description
BRW 2	Deepened Existing Well on Existing System	28,800 Gallons	175 feet	2,050 feet	BRW 2, 24' NNE of lower pumphouse

The previous table outlines the specifications for the new well. The Permitted Production Volume (PPV) is the maximum volume that may be pumped in any 24-hour period. The PPV for the well is as shown above.

The sanitary protective area for the new well is a circle, centered on the well, with the radius listed in the previous table. The sanitary protective area shall remain in its current state per the October 31, 2007 registered deed and under the water system's control at all

7

times. Please note that NHDES may initiate enforcement action if the system does not maintain the SPA in its current state.

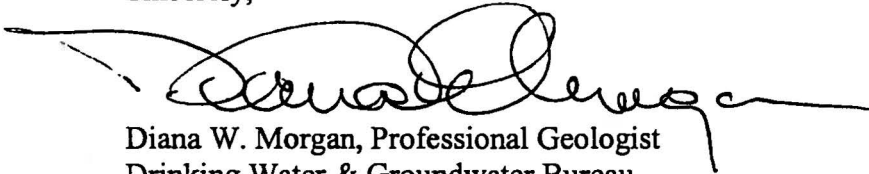
The Wellhead Protection Area for the new well is a circle, centered on the well, with the radius shown above. This is the area within which educational materials must be periodically distributed as part of the wellhead protection program. The educational materials must be distributed **as part of your regularly scheduled January 2008 water quality sampling waiver renewal.**

Chemical Monitoring Program:

Chemical Monitoring staff will contact you shortly with a revised Master Sampling schedule. Deepening a well can change the water chemistry of the well and quarterly sampling will be required for the first year after approval of a deepening. If you have any questions about the Chemical Monitoring requirements, contact Trisha Madore at 603-271-3907 or at tmadore@des.state.nh.us.

If you have any questions about this approval or any other well siting issues feel free to call me at 271-2947 or email me at dmorgan@des.state.nh.us.

Sincerely,



Diana W. Morgan, Professional Geologist
Drinking Water & Groundwater Bureau

Cc: Laurie Cullerot, Johnna McKenna, NHDES
Nathaniel Sullivan, Forest Edge
Michael Brooks, atty

E-C: Jim Gill, Kevin Riel, Richard Thayer, Leah McKenna, NHDES

FEW Co.

Rate Case 12-254

Upon reviewing the FEW Co
Annual report for the year ending
Dec. 31 2008 I find that in
this report that they list as
Long Term Debt at '13,049,00
While the Annual report for
the year ending Dec 31, 2009
lists the long term debt as being
~~13,049,00~~ '37,454,00 representing
a substantial amount over 2008.

Jate Sullivan
FEW Co.

Page 4 of the 2011 test year
expenses include the 2011
management costs.

In his testimony of Feb. 28, 2013
Jate Sullivan states the FEW Co
has no deficiencies cited, yet on
page 4 of the 2011 test year states that any
community water system lacking
record drawings as does FEW Co.
as of March 31, 2012 will cause
them to be cited as a significant
deficiency. ①

STEPHEN P. ST. CYR & ASSOC.

17 Sky Oaks Drive, Biddeford, ME 04005

PHONE: (207) 282-5222

FAX: (207) 282-5225

Accounting & Finance
Budgeting & Forecasting
Financial Statement Preparation
Regulatory Affairs
Tax Preparation & Planning
Management Services

Rate Case DW 08-160

- Q. Is the Company proposing to change the rate design?
- A. No. The Company has applied the proposed water rate increase proportionally to its 38 customers.
- Q. Is there anything else that you would like to discuss?
- A. Yes. There are two matters. First, the Company is considering requesting temporary rates. To the extent that the Company decides to request temporary rates, the Company will make such a filing. Second, the Company has engaged the services of Stephen P. St. Cyr & Assoc. The Company has agreed to an hourly fee of \$105.00 (plus out of pocket costs) for work performed in preparation of the rate filing and pursuit of the rate increase during the rate proceeding. At this point, the Company does not anticipate utilizing outside legal council. The Company will make every effort to minimize its rate case expense.
- Q. Is there anything further that you would like to discuss?
- A. No.
- Q. Would you please summarize what the Company is requesting in this docket?
- A. Yes, the Company is requesting PUC approval of a financing of \$25,509 and an increase in the annual water revenue from \$7,600 to \$18,452, effective immediately. The approval of the financing will enable the Company to repay its owner, Kearsarge Building Company for 2007 water system improvements and other expenditures.

Definitions:

MCLG: Maximum Contaminant Level Goal, or the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MCL: Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. They are set as close to the MCLGs as feasible using the best available treatment technology.

AL: Action Level, or the concentration of a contaminant which, when exceeded, triggers treatment or other requirements which a water system must follow.

BDL: below detection level

RAA: Running Annual Average

Abbreviations:

ppm: parts per million

ug/L: micrograms per Liter

pCi/L: pico curies per Liter

Forest Edge Water Quality Report – 2009

Contaminant (Unit)	Level Detected Violation Y/N	MCL	MCLG	Likely Source of Contamination	Health Effects
Radioactive Contaminants					
Compliance Gross Alpha (pCi/L)	9 12/18/07	15	0	Erosion of natural deposits	
Uranium (ug/L)	18 12/18/07	30	0	Erosion of natural deposits	
Combined Radium 226 + 228 (pCi/L)	0-0.1 range .05 avg 12/18/07 No	5	0	Erosion of natural deposits	
Inorganic Contaminants					
Fluoride (ppm)	3.09-4.23 3.66 RAA 12/18/07 - 7/29/08 No <i>Should say yes as it exceeded the MCL & MCLG limits of 4.00</i>	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories	Some people who drink water containing fluoride in excess of the MCL over many years could get bone disease, including pain and tenderness of the bones. Fluoride in drinking water at half the MCL or more may cause mottling of children's teeth, usually in children less than nine years old. Mottling also known as dental fluorosis, may include brown staining and/or pitting of the teeth, and occurs only in developing teeth before they erupt from the gums.
Copper (ppm) <i>Picocoul limit</i>	BDL -0.10 range .07, 90% 8/27-8/31/08 Number of samples above AL was 0 No	AL=1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives	

FEWG

Rate Case

12-254

Operating Expenses

3. Purchased Power

In 2011 the test year had 13 months of purchase power expenses. As such, the Company has adjusted test year purchased power expenses by reducing purchased power for \$252 for the additional month.

4. Maintenance of Structures

In 2011 the Company made various repairs to its pumping structures including patching, repairing and stuccoing water tank block building. Its total expenses were \$3,020. The Company acknowledges that these specific expenses are of a one time nature, but believes that there has to be some dollars in rates to support maintenance of the buildings. As such, it believes that \$1,007 ($\$3,020 / 3$ years) is an appropriate annual amount.

Half

Concrete

5. Outside Services – Management, Bookkeeping and Accounting

In 2011 the Company incurred \$3,936 and \$4,164 for management / bookkeeping, and accounting, respectively. Of the \$4,164 of accounting expenses, certain expenses amounting to \$1,183 were related to seeking a rate increase for the management / bookkeeping costs and extension of time to seek the previously approved step increase. As such, the Company has reduced its Outside Services by \$1,183. Please note that the Company will seek the recovery of the \$1,183 as part of rate case expenditures.

39,36.00

4164.00

8100.00

Plus ST Cyr charge of 3,534.32

The State of New Hampshire
Public Utilities Commission

In Regards DW 12-254

Rate Case - Forest Edge Water Co.

In this matter the Commission is placed in a position of protecting the public (the customers of the Forest Edge Water Co) and the utility being the Forest Edge Water Co.

Altho I am but one of the customers I request that the commissioners take the time to study what I report and to arrive at a just and ~~fact~~ fair decision. Your decision must be supported by the facts, those as

Note Sullivan would like you to believe and those as I have discovered and report here.

1. I attach the Quotation Exhibit 1 of Halb Concrete which speaks for itself, which is 1/2 half of that as stated by FEWC. Note Sullivan.

a. Has FEWC or Note Sullivan produced a bona-fide paid copy of a check or a cash receipt?

b. I attach 2 letters from the DES that discuss the matter of these so called repairs to the upper tank house

on lands not owned by FEWC, or as (2)

FEW Co. Rate Case

~~11-08~~ ~~11-50~~ 12-254

It is my understanding
that Rate Sullman and the FEW Co.
Breached their Fiduciary duty
to the customers and in gaining
unjust enrichment by submitting
bad faith costs to receive
disproportionate returns in this Rate
Case of much higher than would
be correct & just.

DW 12-257

Introductory Letter

Jan 12, 1937

I signed an expense ~~report~~ ^{report}

expense of \$13.00.00

for the books that we

for the books that we

stock. See attached

The E.W. Co. decides to add

\$100.00 of income by raising

price of 47.15 per gallon to the

water price to 41.47%

High and customer quantity not

to 43.77% or 35.16 per year

FOREST EDGE WATER CO.

Electric	\$ 3570
Taxes	688
Insurance	1426
Water System (Lyons)	
Operations (4 x 420)	1680
Testing (4 x 100)	400 est.
Repairs	2999
Management	1800
Regulation (St. Cyr)	1183
Debt Service (Sullivan Trust)	3400
Cap. Improvements	
Electrical	793
Blowoff	2746
Wellhouse	<u>3000</u>
	6539
20 year life	
	<u>327</u>
total	\$ 17473

income \$ 19461

balance \$ 1988

12 of 10 21/2 years as Sullivan

F E W Co

12-254 page 10 the Joseph
E Sullivan Revocable Trust is the
sole shareholder and the long term
debt amounts to \$35,608.00

page 12 of 1st Cyn. Hearings
Building Co was ~~disbanded~~ dissolved
on Dec 10 2010 therefore there
can be no debt unless proper
paperwork was prepared and signed
and approved by the correct party
or parties. I cannot find same in
any records

P E W Co

Pate Case

12-254

Upon reviewing the Probate records for the Joseph E Sullivan Jr estate I find no indication whatsoever upon reviewing the Listing of Assets of said JES Jr. of any money due or possibly due from the Forest Edge Water Co to the Kearsage Building Co or to the Estate of Joseph E Sullivan Jr. I enclose a copy of the assets of the Estate of Joseph E Sullivan for your review.

STEPHEN P. ST. CYR & ASSOC.

17 Sky Oaks Drive, Biddeford, ME 04005

PHONE: (207) 282-5222

FAX: (207) 282-5225

Accounting & Finance
Budgeting & Forecasting
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Management Services

Q. Would you please explain Schedule 4 entitled "Rate of Return Information"?

A. The Company is proposing an overall rate of return of 7.00%. It is the Company's best judgment in determining what an interest rate on a loan might be for the Company (assuming that a lender would be willing to lend money to the Company). In all likelihood, no lender would loan the Company funds without some guarantee from the Company's owner. The Company's capital structure consists of negative equity and long term debt. The Company has no short term debt. The negative equity is due to the Company's retained deficit position. The Company added \$25,509 to its long term debt in 2007, resulting in total long term debt of \$117,082.

Q. Is there anything else pertaining to the capital structure that the Company would like to address?

A. Yes. The Company is considering converting some of its long term debt to additional paid in capital. Even after conclusion of the rate case, the Company's rate base will not be sufficient to support the substantial long term debt. As such, the Company is considering converting some of the long term debt so that the recovery of and return on the Company's investment in plant generates enough revenue to repay the resulting long term debt.

2-09-09

FEWG

Rate Case 12-254

2007 add Long Term Debt 25,509,000

F E W Co

Rate Case 12-254

The ownership and operation of a public water supply system involves significant responsibilities which can also involve financial liabilities however the main concern is to protect the public health.

Radium 226 Plus Radium 228 pCi/L
testing due 3rd Quarter 2012
and Uranium testing (Ug/L) due 3rd
quarter 2012

To ensure compliance with Env - Wa
321.09 these must be sampled
& sent to laboratory within the
designated quarter.

As to testing for fluoide where
than the maximum containment level



24-Hour Service Tel: (603) 356-6767

Fax: (603) 356-5107
Email: fxlyons@hotmail.com

Water & Pump Services

Certified Community Water System Operator

Route 16/302
P.O. Box 200
Intervale, NH 03845-0280

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

NOTICE OF FLUORIDE MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION

2009, Q3

The FOREST EDGE water system recently violated a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what happened, what you should do, and what we are doing to correct this situation.

We are required to monitor your drinking water for specific contaminants on a regular basis. Test results for the samples collected on 8/3/09 showed a fluoride level of 3.98 mg/L. The average level of fluoride for the past twelve months (RAA) was 4.17 mg/L. This average exceeds the MCL of fluoride of 4.0 mg/L.

What does this mean?

This is not an emergency. If it had been, you would have been notified immediately. Fluoride in small amounts helps prevent tooth decay. However, *some people who drink water containing fluoride in excess of the MCL over many years could get bone disease, including pain and tenderness of the bones. Fluoride in drinking water at half the MCL or greater may cause mottling of children's teeth, usually in children less than nine years old. Mottling, also known as dental fluorosis may include brown staining and/or pitting of the teeth. This problem occurs only in developing teeth, before they erupt from the gums.* Although it takes many years of exposure to fluoride for bone disease to develop, mottling can occur after a relatively short period of exposure.

What should I do?

Children under the age of nine should use an alternative source of water that is low in fluoride. In addition, you may want to consult your dentist about whether to avoid dental products containing fluoride. Adults and children over age nine should consult their dentist or doctor and show him/her this notice to determine if an alternate source of water low in fluoride should be used. General health related questions may be directed to Dave Gordon of the DES Bureau of Environmental and Occupational Health at (603) 271-4608.

Steps We Are Taking: Your system owner is aware of the varying levels of Fluoride. At this time we will continue to monitor the levels of Fluoride in your drinking water. If the high levels persist we will investigate alternatives to correct the situation.

We anticipate resolving the problem within N/A. For more information, please contact Linda Kearney of F. X. Lyons, Inc. at 603-356-6767 or Rt. 16 Intervale, NH.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

EPA #: 0512060 Date distributed: 8/28/09

DIRECTIONS FOR ISSUING PUBLIC NOTICE - FLUORIDE MCL VIOLATION

Notice shall be provided as soon as possible, but no later than 30 days after the system learns of the fluoride MCL violation. Notice shall be repeated at least every 3 months for as long as the violation continues. Proof of public notice, as described below, shall be completed and sent to DES within 10 days of providing public notice.

A **COMMUNITY** water system must always notify consumers by mailing or directly delivering the public notice to each customer receiving a bill and to other consumers to whom water is delivered.

IF persons regularly served by the system would not normally be reached by the mailing or direct delivery methods described above, the water system shall also use at least one of the following notification methods.

- X
1. Publication of the notice for 3 consecutive days in a daily newspaper of general circulation that serves the area of the water system.
 2. Posting the notice in public places served by the water system. [Posted notices must remain in place for as long as the violation persists, but in no case for less than 7 days, even if the violation is resolved.]
 3. Furnishing a copy of the notice to radio and television stations that broadcast in the area served by the water system.

A **NON-COMMUNITY** water system shall notify consumers by posting the notice in conspicuous locations throughout the distribution system frequented by persons served by the system, or by mailing or direct delivery to each customer and consumer. [Posted notices must remain in place for as long as the violation persists, but in no case for less than 7 days, even if the violation is resolved.] **IF** other persons regularly served by the system would not normally be reached by the posting, mailing, or direct delivery methods described above, the water system shall also publish the notice for 3 consecutive days in a daily newspaper of general circulation that serves the area of the water system.

Additional methods (e.g., electronic mail, delivery of multiple copies to hospitals and schools) may be needed since the notice must be provided in a manner reasonably calculated to reach all persons served.

The language in *italics* on the reverse side must remain unchanged. ***This language is mandatory.***

Submitting Proof of Public Notice to DES

Within 10 days after issuing the notice, the owner of the water system shall provide proof of public notice to DES. Proof of public notice shall consist of a copy of the notice that was distributed or posted, or each of the 3 full pages of newspaper articles, and the following completed certification:

CERTIFICATION

I hereby affirm public notice has been provided to consumers in accordance with the delivery, content, and deadline requirements in NH Admin. Rule Env-Ws 351, as outlined above.

First Delivery Method Used: MAIL Date: 8-28-09

Second Delivery Method Used (IF needed): _____ Date: _____

[Signature]
Signature of Water System Owner

FOREST EDGE
Water System Name

8-28-09
Date

OPERATOR

0512060

Proof of public notification should be faxed to (603) 271-5171 or mailed to:

Chemical Monitoring Section
Department of Environmental Services
Water Supply Engineering Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

AUG 31 2009
SHE/AM

The plaintiffs claim entitlement to a right of way by prescription over the land of the defendant for purposes of ingress and egress from and to New Boston Road, a public way. The matter was heard by a Master (*Anthony Cogswell, Esq.*), and a decree in favor of the plaintiffs was approved by the Court (*Gray, J.*) on March 23, 1987. The defendant appealed, claiming lack of factual support for the master's ruling. For the reasons which follow, we reverse and remand.

[1-3] The law of prescriptive easement is well settled. The claimant has the burden of proving the existence of a prescriptive easement by establishing by the balance of probabilities "twenty years' adverse, continuous, uninterrupted use of the land [claimed] in such a manner as to give notice to the record owner that an adverse claim [is] being made to it." *Page v. Downs*, 115 N.H. 373, 374, 341 A.2d 767, 768 (1975); *Arnold v. Williams*, 121 N.H. 333, 334, 430 A.2d 155, 156 (1981); *Williams v. Babcock*, 116 N.H. 819, 823, 368 A.2d 1168, 1170 (1976); *Ucietowski v. Novak*, 102 N.H. 140, 144, 152 A.2d 614, 618 (1959); *Gowen v. Swain*, 90 N.H. 383, 385-86, 10 A.2d 249, 251 (1939). It is not enough to show that the use was made for the requisite period. "Evidence of continuous and uninterrupted public use of the premises for the statutory period . . . is insufficient alone to establish prescriptive title as a matter of law. The nature of the use must be such as to show the owner knew or ought to have known that the right was being exercised, not in reliance upon his toleration or permission, but without regard to his consent." *Wason v. Nashua*, 85 N.H. 192, 198, 155 A. 681, 685 (1931). Moreover, the claim can not be for a right to cross the owner's property generally, but rather, it must be for a definite, certain and particular line of use. 2 THOMPSON ON REAL PROPERTY § 340, at 199 (1980).

[4] Upon reviewing a master's decision, we must make a determination as to whether a reasonable person could have reached the same conclusion as the master. *Post Road Realty, Inc. v. Zee-Bar, Inc.*, 117 N.H. 136, 139, 370 A.2d 282, 285 (1977). The master below found "by a preponderance of the evidence that a prescriptive easement was open to the public and to the plaintiffs' predecessors in title at least as long ago as 1867." The master commented that there was "ample evidence" that the route was used openly, continuously and adversely, at least until 1968, when the defendant placed gates across the right of way.

gates so that the Ordways could continue to use the road. The plaintiffs did not rebut the evidence of permissive use before 1968.

The record also does not indicate whether the line of use created by the paved road was, in 1967, the same as the path used in 1948. The plaintiffs' witness, Bisson, stated in his testimony that he could not identify positively that the paved road was the same line of use as the logging road. Even the master concluded that "it is now impossible to locate precisely the exact location of said public right of access through what is now the property of the [d]efendants"

[5] Because the facts before us show neither an adverse use for the requisite period of twenty years nor the precise location of the use, we hold that a reasonable person could not find that the plaintiffs had proved by a balance of the probabilities the existence of an easement by prescription, and that the master therefore erred in finding such an easement.

[6, 7] The master did not rule on the plaintiffs' alternative claim that they or their predecessors in title acquired an easement by necessity. An "easement by necessity" arises from the implied intent of the parties. *Bradley v. Patterson*, 121 N.H. 802, 803, 435 A.2d 129, 131 (1981). "Necessity alone is insufficient to create an easement." *Id.*; *Plastic Laminated Prods., Inc. v. Seppala*, 115 N.H. 22, 23, 332 A.2d 185, 186 (1975). We therefore reverse and remand for a determination on whether the plaintiffs acquired an easement by necessity.

Reversed and remanded.

All concurred.

STEPHEN P. ST. CYR & ASSOC.

17 Sky Oaks Drive, Biddeford, ME 04005

PHONE: (207) 282-5222

FAX: (207) 282-5225

Accounting & Finance
Budgeting & Forecasting
Financial Statement Preparation
Regulatory Affairs
Tax Preparation & Planning
Management Services

*costs to deepen
well*

PUC 1604.01 (16a) Payments ... in excess of \$1,000

FXLyons	\$22,048
Tasker	5,519
Leavitt	1,137
Rockingham Electric	1,128
NH Electric	3,562
Kearsarge Building Company	2,000

SPSt. Cyr
2/07/09

F E W Co

Rate Case

FX Regs '22,048.00 }?

Taska '5,519.00

Leavitt '1,137.00

Rockingham Elec '1,128.00

NH Elec '3,562.00 ? Breakdown separate
meters

1. Nite House

2. Lower Pump House

3. Mid Level P H

Hearsey Building Co.

'2,000.00

for what? 4 Upper Pan H
old well



FY 2008

(13)

July 1, 2007 – June 30, 2008

PERMIT TO OPERATE APPLICATION

Date: May 24, 2007

Attention-To: FOREST EDGE
Address: *NATHANIEL SULLIVAN*
1769 WHITE MOUNTAIN HWY
PO BOX 479
NORTH CONWAY NH 03860

Day: 603-356-5736

System Name: FOREST EDGE
System Location: WEST SIDE RD
BIRCH HILL RD
CONWAY NH 03818

PWS Number: 0512060

This application includes the following public water system(s):

PWS NUMBER	SYSTEM NAME	POPULATION SERVED	SERVICE CONNECTIONS
0512060	FOREST EDGE	118	47

The public water supply system(s) listed above serve(s) a total of 118 people or 47 household equivalents. Pursuant to RSA 485:41, VIII, the FY2008 Permit To Operate fee for the water system(s) is calculated to be \$300.00.

Please submit this application with a check payable to the 'Treasurer, State of New Hampshire' and return to:

Department of Environmental Services
Water Division
Drinking Water Groundwater Bureau
29 Hazen Drive P.O. Box 95
Concord New Hampshire 03302-0095
Attn: Linda Thompson (603) 271-3544

I declare that the information on the application regarding the water system is complete and accurate.

Authorized Signature

Date

Office used Only:

Check #:

1005-300

Date Rec'd:

6-6-07

589099

7

PLACE TRANSFER TAX STAMP ABOVE THIS LINE

CORRECTIVE AND CONFIRMATORY FIDUCIARY DEED

I, NATHANIEL SULLIVAN, TRUSTEE OF THE JOSEPH E. SULLIVAN, JR. REVOCABLE TRUST OF 1998, under Declaration of Trust dated June 30, 1998, with a mailing address of P.O. Box 479, North Conway, Town of Conway, County of Carroll, State of New Hampshire (03860-0479), for consideration paid, grants to NATHANIEL SULLIVAN, TRUSTEE OF THE JOSEPH E. SULLIVAN, JR. REVOCABLE TRUST OF 1998, under Declaration of Trust dated June 30, 1998, with a mailing address of P.O. Box 479, North Conway, Town of Conway, County of Carroll, State of New Hampshire (03860-0479) the following described premises:

Two certain tracts or parcels of land, with any improvements thereon, situated on the Westerly side of Blueberry Lane, so-called, in North Conway, Town of Conway, County of Carroll and State of New Hampshire, more particularly bounded and described as follows:

TRACT ONE:

A certain tract or parcel of land, with any improvements thereon, situated in North Conway, Town of Conway, County of Carroll, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pin in the westerly line of said Blueberry Lane in the southeasterly corner of Lot #25; thence

North 76° 15' West along the line of said Lot #25 Nine Hundred Eighty-Four and Two-Hundredths (984.02) feet to an iron pin in the southwesterly corner of Lot #25 and in the line of land of the U.S. Forest Service; thence

South 09° 45' West One Hundred Twenty-Two and Zero Hundredths (122.00) feet to an iron pin in the northwesterly corner of Lot #23; thence

RECEIVED
CARROLL COUNTY REGISTRY

2007 OCT 31 PM 01:40

REGISTER OF DEEDS

South 75° 45' East Nine Hundred Ninety-Five and Six Hundredths (995.06) feet to an iron pin; thence

North 21° 00' East Seventy-Two and Six Hundredths (72.06) feet to an iron pin in the line of said Blueberry Lane; thence

Curving northwesterly by said Blueberry Lane Sixty-Six and One Hundredths (66.01) feet to the iron pin which is the point of beginning.

Containing 2.88 acres more or less. Being Lot #24 as shown on a plan entitled "Plan of Land in Conway, N.H., Property of Joseph Sullivan. Subdivision Plan: Forest Edge II" dated December 1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

TRACT TWO:

A certain tract or parcel of land, with any improvements thereon, situated in North Conway, Town of Conway, County of Carroll, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pin in the westerly line of Blueberry Lane and in the corner of Lot #24; thence

South 21° 00' West Seventy-Two and Six Hundredths (72.06) feet to an iron pin; thence

North 75° 45' West along said Lot #24 Nine Hundred Ninety-Five and Six Hundredths (995.06) feet to an iron pin; thence

South 09° 45' West to an iron pin in the line of the U.S. Forest Service; thence

South 09° 45' West One Hundred Three (103) feet to an iron pin which is the southwesterly corner of the premises herein conveyed; thence

South 73° 27' East One Thousand Twenty-One and Two Hundredths (1,021.02) feet to an iron pin in the southeasterly corner of the premises herein conveyed and in the southwesterly corner of Lot #22; thence

North 21° 00' East along the line of said Lot #22 One Hundred Eighty-Two (182) feet to an iron pin in the line of said Blueberry Lane; thence

Curving northwesterly along said Blueberry Lane Thirty-Nine and Two Hundredths (39.02) feet to the iron pin which is the point of beginning.

Containing 3.03 acres more or less. Being Lot #23 as shown on a plan entitled "Plan of Land in Conway, N.H., Property of Joseph Sullivan. Subdivision Plan: Forest Edge II" dated December 1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

SUBJECT TO Declaration of Easements and Restrictions, dated September 23, 1975, recorded in said Registry at Book 602, Page 353, and TOGETHER WITH the benefit of all appurtenances thereto. SUBJECT ALSO to Amendment thereto dated June 17, 1976, and recorded in said Records, Book 627, Page 243.

ALSO conveyed to the said Grantee, its successors and assigns, is the right, in common with Kearsarge Building Company, Inc., its successors and assigns, to pass and repass over the access roadways shown on said plan, to which Kearsarge Building Company, Inc. has title. Said access roadways are private roads and it is not intended that such roads shall now or at any future date become town roads; by the acceptance of this deed, the Grantee agrees to pay a pro rata share of the expenses of maintaining and plowing said roadways.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any.

Meaning and intending to describe and convey the same premises conveyed to Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Revocable Trust of 1998 by Fiduciary Deed of Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Qualified Personal Residence Trust, dated July 11, 2006, recorded in Carroll County Registry of Deeds, Book 2548, Page 793.

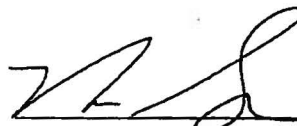
SUBJECT TO the condition and restriction that no chemicals, fertilizers or other hazardous materials be stored on the premises or applied to the ground within the 200-foot radius Sanitary Protective Area (SPA) of Bedrock Well (BRW) 2 as shown on a plan approved by the State of New Hampshire Water Supply & Pollution Control Commission on October 12, 1984, Approval # 115964, and amended June 17, 1985, Approval # 115964-A, to show change in house and septic tank locations.

This is not Homestead property.

This is a corrective instrument to insert a restriction required by the State of New Hampshire Department of Environmental Services into the deed that was previously recorded, and is a tax-exempt transfer pursuant to RSA 78-B:2(V).

This deed was prepared from information supplied by the Grantor herein and no independent title examination has been conducted.

EXECUTED this 19th day of October, 2007.



NATHANIEL SULLIVAN, TRUSTEE OF
THE JOSEPH E. SULLIVAN, JR. REVOCABLE
TRUST OF 1998

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS

This instrument was acknowledged before me on October 19, 2007 by Nathaniel Sullivan as Trustee of The Joseph E. Sullivan, Jr. Revocable Trust of 1998.

Before me,

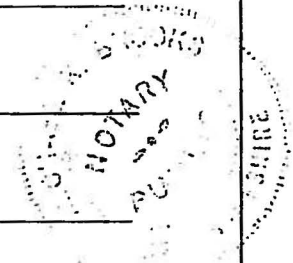


Notary Public/Justice of the Peace

Print/Type name

My Commission Expires:

MICHAEL R. BROOKS
Notary Public - New Hampshire
My Commission Expires April 4, 2012



BK2671PG0484

The temporary and permanent rate increases will be subject to review and ultimate approval by the NHPUC. Customers are welcome to submit written comments to the Commission at New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429 or via email at puc@puc.nh.gov. Also, please see enclosed NHPUC order pertaining to the temporary and permanent rate proceeding. If you have any questions or comments, please contact me at 603-356-5600.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nathaniel Sullivan', with a stylized, flowing script.

Nathaniel Sullivan



State of New Hampshire 2011 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2011

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 12/05/2011

Business ID: 624059

William M. Gardner

Secretary of State

8

FOREST EDGE WATER COMPANY, INC.

PO BOX 479

NORTH CONWAY, NH 03860

EXHIBIT
13

ADDRESS OF PRINCIPAL OFFICE:

PO BOX 479

NORTH CONWAY, NH 03860

REGISTERED AGENT AND OFFICE:

SULLIVAN, NATHANIEL E.

1769 WHITE MOUNTAIN HWY

NORTH CONWAY, NH 03860

ENTITY TYPE: CORPORATION

BUSINESS ID: 624059

STATE OF DOMICILE: NEW HAMPSHIRE

Water Supplier

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐ The new mailing address

☐ The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)

PRES. Nathaniel Sullivan
STREET PO Box 479
CITY/STATE/ZIP North Conway NH 03860

NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

DIR. Nathaniel Sullivan
STREET PO Box 479
CITY/STATE/ZIP North Conway NH 03860

NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Nathaniel Sullivan

Please print name and title of signer: Nathaniel Sullivan
NAME

/ PRESIDENT
TITLE

FEE DUE: \$150.00

E-MAIL ADDRESS (OPTIONAL):



062405920111506

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529



State of New Hampshire 2012 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2012

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Date Filed: 03/19/2012

Business ID: 624059

William M. Gardner

Secretary of State

7

Forest Edge Water Company, Inc.

PO Box 479

North Conway, NH 03860

EXHIBIT
14

ENTITY TYPE: CORPORATION

BUSINESS ID: 624059

STATE OF DOMICILE: NEW HAMPSHIRE

ADDRESS OF PRINCIPAL OFFICE:

PO Box 479

North Conway, NH 03860

1 REGISTERED AGENT AND OFFICE:

Sullivan, Nathaniel E.

1769 White Mountain Hwy

North Conway, NH 03860

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

- 2 ☐ The new mailing address
☐ The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME Nathaniel Sullivan
STREET PO Box 479
CITY/STATE/ZIP NO Conway NH 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME Nathaniel Sullivan
STREET PO Box 479
CITY/STATE/ZIP NO Conway NH 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements of this report are true to the best of my information, knowledge and belief.

Sign here:

Please print name and title of signer:

NAME

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):

062405920121002

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529



(6)

FY 2010
July 1, 2009 - June 30, 2010
PERMIT TO OPERATE APPLICATION

Date Issuance: May 6, 2009

Attention To: FOREST EDGE
NATHANIEL SULLIVAN
Address: 1769 WHITE MOUNTAIN HWY
PO BOX 479
NORTH CONWAY NH 03860-0479

Day Phone #:

System Name: FOREST EDGE
System Location: WEST SIDE RD
BIRCH HILL RD
CONWAY NH 03818

PWS Number: 0512060

This application includes the following public water systems(s):

<u>PWS Number</u>	<u>System Name</u>	<u>Population Served</u>	<u>Service Connections</u>
0512060	FOREST EDGE	118	47

The public water supply system(s) listed above serve(s) a total of 118 people or 47 household equivalents. Pursuant to NH RSA 485:41, VIII, The FY 2010 Permit To Operate fee for the above public water system(s) is calculated to be \$300.00.

The Permit to Operate application and fee are due by June 30, 2009.

Please submit this application with a check payable to the Treasurer, State of New Hampshire and return to:

Department of Environmental Services
Water Division
Drinking Water and Groundwater Bureau
29 Hazen Drive P.O. Box 95
Concord, New Hampshire 03302-0095
Attn: Linda Thompson (603) 271-3544

I declare that the information on the application regarding the water system is complete and accurate.

Authorized Signature

5-21-09

Date

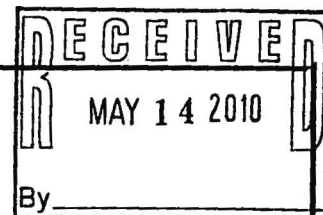
For Office Use Only:

Check #:	1060	Date Received:	5/28/09
Amount Received:	300	A15 No:	640405



5

FY 2011
July 1, 2010 - June 30, 2011
PERMIT TO OPERATE APPLICATION



Date Issuance: April 30, 2010

Attention To: FOREST EDGE
NATHANIEL SULLIVAN
Address: 1769 WHITE MOUNTAIN HWY
PO BOX 479
NORTH CONWAY NH 03860-0479

Day Phone #: (603) 356-5600

System Name: FOREST EDGE
System Location: WEST SIDE RD
BIRCH HILL RD
CONWAY NH 03818

PWS Number: 0512060

This application includes the following public water systems(s):

<u>PWS Number</u>	<u>System Name</u>	<u>Population Served</u>	<u>Service Connections</u>
0512060	FOREST EDGE	118	47

The public water supply system(s) listed above serve(s) a total of 118 people or 47 household equivalents. Pursuant to NH RSA 485:41, VIII, The FY 2011 Permit To Operate fee for the above public water system(s) is calculated to be \$300.00.

The Permit to Operate application and fee are due by June 30, 2010.

Please submit this application with a check payable to the Treasurer, State of New Hampshire and return to:

Department of Environmental Services
Water Division
Drinking Water and Groundwater Bureau
29 Hazen Drive P.O. Box 95
Concord, New Hampshire 03302-0095
Attn: Linda Thompson (603) 271-3544

I declare that the information on the application regarding the water system is complete and accurate.

Authorized Signature

5-13-10

Date

For Office Use Only:			
Check #:	2002	Date Received:	5/14/10
Amount Received:	300	AIS No:	117705



FY 2013

4

July 1, 2012 - June 30, 2013
PERMIT TO OPERATE APPLICATION

Date Issuance: April 17, 2012

Attention To: FOREST EDGE WATER COMPANY INC AND NATHANIEL SULLIVAN Day Phone #: (603) 356-5600

Address: KEARSARGE BUILDING COMPANY INC
PO BOX 479
NORTH CONWAY NH 03860-0479

PWS Number: 0512060

System Name: FOREST EDGE
System Location: WEST SIDE RD
BIRCH HILL RD
CONWAY NH 03818

This application includes the following public water systems(s):

<u>PWS Number</u>	<u>System Name</u>	<u>Population Served</u>	<u>Service Connections</u>
0512060	FOREST EDGE	118	47


The public water supply system(s) listed above serve(s) a total of 118 people or 47 household equivalents. Pursuant to NH RSA 485:41, VIII, The FY 2013 Permit To Operate fee for the above public water system(s) is calculated to be \$300.00.

The Permit to Operate application and fee are due by June 30, 2012.

Please submit this application with a check payable to the Treasurer, State of New Hampshire and return to:

Department of Environmental Services
Water Division
Drinking Water and Groundwater Bureau
29 Hazen Drive P.O. Box 95
Concord, New Hampshire 03302-0095
Attn: Linda Thompson (603) 271-3544

I declare that the information on the application regarding the water system is complete and accurate.



Authorized Signature

5-1-12

Date

For Office Use Only			
Check #:	2137	Date Received:	5/3/12
Amount Received:	300	A15 No:	169482



PERMIT TO OPERATE
APPLICATION FISCAL YEAR - 2012
July 1, 2011- June 30, 2012

3

SECOND NOTICE

Date: June 15, 2011

COMPANY NAME: FOREST EDGE WATER COMPANY INC AND
ATTENTION TO: NATHANIEL SULLIVAN
ADDRESS: KEARSARGE BUILDING COMPANY INC
PO BOX 479
NORTH CONWAY NH 03860

DAY: (603) 356-5600

SYSTEM NAME: FOREST EDGE
SYSTEM LOCATION: WEST SIDE RD
CONWAY NH

PWS NUMBER: 0512060

This application includes the following public water system(s):

<i>PWS Number</i>	<i>System Name</i>	<i>Population Served</i>	<i>Service Connections</i>
0512060	FOREST EDGE	118	47


The public water supply system(s) listed above serve(s) a total of 118 people or 47 household equivalents. Pursuant to RSA 485:41, VIII, the FY 2012 Permit To Operate fee for the water system(s) is calculated to be \$300.00.

The Permit to Operate application and fee are due by June 30, 2011.

Please submit this application with a check payable to the "Treasurer, State of New Hampshire" and return to:

Department of Environmental Services
Water Division
29 Hazen Drive, PO Box 95
Drinking Water and Groundwater Bureau
Concord New Hampshire 03302-0095
Attn: Linda Thompson

I declare that the information on the application regarding the public water system is complete and accurate.


Authorized Signature

6/20/11
Date

Check # 2090

For Office Use Only:

Date Rec'd 6/23/11

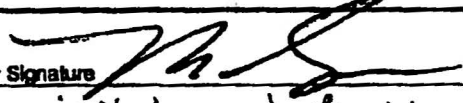
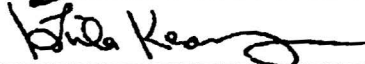
Amt Rec'd 300

Batch # 146859

Section 11. Signatures

The Owner/Representative and Operator of the system must sign and date below.

Other system representatives who assisted in the completion of this plan are recommended to sign and date below. The signatures attest that all information provided is true and accurate and that the owner and primary operator have read and understand this plan.

Owner Signature 	date 8-3-09
Operator Francis X. Lyons 	date 12-1-08
system representative/title	date
system representative/title	date



①

Forest Edge Water Company, Inc.
Stipulation Agreement

B. The Settling Parties agree that the Commission's acceptance of the stipulation does not constitute continuing approval or, or precedent for, any particular issue in this proceeding other than those specified herein.

IN WITNESS WHEREFORE, the signatories below have executed this stipulation, each being fully authorized to do so, as of the day indicated below.

FOREST EDGE WATER COMPANY, INC.

Date: February 22, 2013

By: 

Nathaniel Sullivan, President

STAFF OF THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
By its Attorney,

Date: February 22, 2013

By: 

Marcia A. Brown, Esq.

Date: February __, 2013

By: _____

Mr. Robert L. deFeyter, Intervenor

Date: February __, 2013

By: _____

Mr. Richard A. Lake, Intervenor

1.5

DW 12-254 Forest Edge Water Company
Temporary Rate Stipulation

FOREST EDGE AREA WATER COMPANY

By its ~~secretary~~ *president*

Date: December 21st 2012

By: *Nathaniel Sullivan*
Nathaniel Sullivan

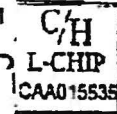
STAFF OF THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

By its Attorney,

Date: December __, 2012

By: *Marcia A. Brown*
Marcia A. Brown, Esq.

Doc # 0018161 Dec 22, 2008 10:35 AM

John P. Anton
Registrar of Deeds, Carroll County

Return to:
Kathleen N. Sullivan
Wadleigh, Starr & Peters, P.L.L.C.
95 Market Street
Manchester, NH 03101

FIDUCIARY DEED

Nathaniel Sullivan, as Trustee of the Joseph E. Sullivan, Jr. Revocable Trust of 1998, under Declaration of Trust dated June 30, 1998, with a mailing address of PO Box 479, North Conway, New Hampshire 03860 ("Grantor") for consideration paid, grants to Nathaniel Sullivan, an unmarried man, with a mailing address of 342 Blueberry Lane, Conway, New Hampshire 03818 ("Grantee") with quitclaim covenants:

Two certain tracts or parcels of land, with any improvements thereon, situated on the Westerly side of Blueberry Lane, so-called, in North Conway, Town of Conway, County of Carroll and State of New Hampshire, more particularly bounded and described as follows:

TRACT ONE:

A certain tract or parcel of land, with any improvements thereon, situated in North Conway, Town of Conway County of Carroll, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pin in the westerly line of said Blueberry Lane in the southeasterly corner of Lot #25; thence

North 76° 15' West along the line of said Lot #25 Nine Hundred Eighty-Four and Two-Hundredths (984.02) feet to an iron pin in the southwesterly corner of Lot #25 and in the line of land of the US. Forest Service; thence

South 09° 45' West One Hundred Twenty-Two and Zero Hundredths (122.00) feet to an iron pin in the northwesterly corner of Lot #23; thence

South 75° 45' East Nine Hundred Ninety-Five and Six Hundredths (995.06) feet to an iron pin; thence

North 21° 00' East Seventy-Two and Six Hundredths (72.06) feet to an iron pin in the line of said Blueberry Lane; thence

Curving northwesterly by said Blueberry Lane Sixty-Six and One Hundredths (66.01) feet to the iron pin which is the point of beginning.

Containing 2.88 acres more or less. Being Lot #24 as shown on a plan entitled "Plan of Land in Conway, N.H., Property of Joseph Sullivan. Subdivision Plan: Forest Edge II" dated December

BK2834 PG0690

1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

TRACT TWO:

A certain tract or parcel of land, with any improvements thereon, situated in North Conway, Town of Conway, County of Carroll, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pin in the westerly line of Blueberry Lane and in the corner of Lot #24; thence

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North 75° 45' West along said Lot #24 Nine Hundred Ninety-Five and Six Hundredths (995.06) feet to an iron pin; thence

South 09° 45' West to an iron pin in the line of the U.S. Forest Service; thence

South 09° 45' West One Hundred Three (103) feet to an iron pin which is the southwesterly corner of the premises herein conveyed; thence

South 73° 27' East One Thousand Twenty-One and Two Hundredths (1,021.02) feet to an iron pin in the southeasterly corner of the premises herein conveyed and in the southwesterly corner of Lot #22; thence

North 21° 00' East along the line of said Lot #22 One Hundred Eighty-Two (182) feet to an iron pin in the line of said Blueberry Lane; thence

Curving northwesterly along said Blueberry Lane Thirty-Nine and Two Hundredths (39.02) feet to the iron pin which is the point of beginning.

Containing 3.03 acres more or less. Being Lot #23 as shown on a plan entitled "Plan of Land in Conway, N.H., Property of Joseph Sullivan. Subdivision Plan: Forest Edge II" dated December 1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

SUBJECT TO Declaration of Easements and Restrictions, dated September 23, 1975, recorded in said Registry at Book 602, Page 353, and TOGETHER WITH the benefit of all appurtenances thereto. SUBJECT ALSO to Amendment thereto dated June 17, 1976, and recorded in said Records, Book 627, Page 243.

ALSO conveyed to the said Grantee, its successors and assigns, is the right, in common with Kearsarge Building Company, Inc., its successors and assigns, to pass and repass over the access roadways shown on said plan, to which Kearsarge Building Company, Inc. has title. Said access roadways are private roads and it is not intended that such roads shall now or at any future date become town roads; by the acceptance of this deed, the Grantee agrees to pay a pro rata share of the expenses of maintaining and plowing said roadways.

1.5

DW 12-254 Forest Edge Water Company
Temporary Rate Stipulation

FOREST EDGE AREA WATER COMPANY

By its ~~attorney~~ *president*

Date: December 21st 2012

By: *Nathaniel Sullivan*
Nathaniel Sullivan

STAFF OF THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
By its Attorney,

Date: December __, 2012

By: *Marcia A. Brown*
Marcia A. Brown, Esq.

Case Name: Estate of Joseph E. Sullivan, Jr.

Case Number: 2006-0277

INVENTORY OF FIDUCIARY

DEPOSITED IN BANKS / FINANCIAL INSTITUTIONS Attachment 5 \$ _____

(On Attachment 5, list the name and address of the bank or financial institution, the account or certificate number, the date of the last interest/dividend and the account balance.)

BUSINESS ASSETS Attachment 6 \$ _____

NOTES RECEIVABLE AND OTHER WRITTEN EVIDENCE OF DEBT OWED TO THE DECEASED OR WARD Attachment 7 \$ _____

(On Attachment 7, list debtor and/or payor, date of note and terms of payment.)

OTHER MISCELLANEOUS PERSONAL PROPERTY Attachment 8 \$ _____

(On Attachment 8, list any personal property not listed above and the individual values.)

TOTAL VALUE OF PERSONAL ESTATE \$ 87,17

(Add Cash on Hand plus Attachments 2 through 8. Copy total to line B of Estate Summary on first page.)

State of New Hampshire, County of Hillsborough

I, John E. Hughes, Esq., the appraiser of the estate of Joseph E. Sullivan, Jr., swear that I have acted faithfully, impartially and according to my best judgment.

12/1/06
Date

Appraiser

State of New Hampshire, County of Hillsborough

This instrument was acknowledged before me on 12/1/06 by Catherine M Rousseau
My Commission Expires _____
Affix Seal, if any CATHERINE M ROUSSEAU, Notary Public
My Commission Expires June 1, 2010 Signature of Notarial Officer / Title

State of New Hampshire, County of Carroll

I, Nathaniel Sullivan, the fiduciary(ies) of the estate of Joseph E. Sullivan, Jr., swear that I have shown the appraise the total estate of the ward/deceased of which I have knowledge or possession. I further swear that if I have knowledge or possession of any further estate of the ward/deceased, I will immediately amend my inventor

11/20/06
Date

Fiduciary

Date

Fiduciary

State of New Hampshire, County of Carroll

This instrument was acknowledged before me on 11-20-06 by Cynthia A. McTi
My Commission Expires 9-21-10
Affix Seal, if any _____ Signature of Notarial Officer / Title

ATTENTION BENEFICIALLY INTERESTED PARTIES

This Inventory may be approved by the probate court unless a written objection, containing the specific fact or legal basis for the objection, is filed within 10 days after the date the Inventory is filed in the probate court. Failure to file an objection may forfeit your right to a hearing concerning the Inventory or your objection, and the probate court may then act without a hearing or any further notice to you.

The petitioner requests that administration be granted to Nathaniel Sullivan
of North Conway

and that the following impartial appraiser be named to take an inventory and appraise the estate of the deceased. (Appraiser is not required under Waiver of Administration.)

Appraiser Name John E. Hughes Occupation Attorney

Appraiser Address 900 Elm Street, P.O. Box 326, Manchester, NH 03105-0326

ate: 8.4.06

Nathaniel Sullivan
Nathaniel Sullivan, Petitioner Signature

ate: _____

Petitioner Signature

A CERTIFIED COPY OF THE DEATH CERTIFICATE MUST ACCOMPANY THIS PETITION.

IF DECEASED DIED WITH A WILL, THE ORIGINAL WILL MUST ACCOMPANY THIS PETITION.

ORDER

Petition for Waiver of Full Administration is granted; letters of appointment to be issued.

— Petition for administration is granted; letters of appointment to be issued. Prior to the issuance of said letters, the fiduciary is ordered to file with the court, within 30 days of this order, a fiduciary bond in the amount of \$ 50,000.00

☐ without sureties ☒ with corporate sureties. Failure to file the bond within 30 days may result in dismissal of the case.

ate: 8/31/06

James R. Patten
Judge
JAMES R. PATTEN
JUDGE OF PROBATE

The Estate of JOSEPH E. SULLIVAN, JR.

Parties interested in the Accounting as of the Date of Filing; include name, capacity in which interested or relationship, and last known address.

NAME	ADDRESS	RELATIONSHIP
<u>Nathaniel Sullivan</u>	<u>PO Box 479, North Conway, NH 03860</u>	<u>Trustee & Individually</u>
<u>Sarah A. Mallett</u>	<u>P.O. Box 8177, Portland, ME 04104</u>	<u>Daughter</u>
<u>Joseph E. Sullivan, III</u>	<u>P.O. Box 2093, North Conway, NH 03860</u>	<u>Son</u>
<u>Hannah Sullivan</u>	<u>P.O. Box 1314, North Conway, NH 03860</u>	<u>Daughter</u>
<u>Hope Beckman</u>	<u>712 Main Street, Concord, MA 01742</u>	<u>Daughter</u>

ASSENT / WAIVER OF NOTICE

The undersigned, being all of the parties interested in the within account, hereby certify that we have examined the account, find it correct, and request that it be allowed without further notice to us.

PRINT NAME BELOW LINE
WRITE SIGNATURE ON LINE

MAILING ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby represent(s) that the above accounting is true and accurate to the best of his/her/their knowledge and belief, and certifies that the following has been sent to all persons beneficially interested in this account and all parties appearing of record: a copy of the account which includes a notice to beneficially interested parties stating that the account may be approved unless a written objection is filed within 30 days after the date the account is filed in the probate court.

Date: 11-13-07

[Signature]
Executor/Administrator

Date: _____

Executor/Administrator

[Signature] THE STATE OF NEW HAMPSHIRE
COUNTY DATE 11-13-07

Subscribed and sworn to by the above named executor/administrator(s) that all matters herein contained are true to his/her/their best knowledge and belief. Before me,

My Commission Expires 9-21-10
Affix Seal

[Signature]
Justice of the Peace/Notary Public

ATTENTION BENEFICIALLY INTERESTED PARTIES

This Account may be approved by the probate court unless a written objection, containing the specific factual or legal basis for the objection, is filed within 30 days after the date the Account is filed in the probate court. Failure to file an objection may forfeit your right to a hearing concerning the Account or your objection, and the probate court may then act without a hearing or any further notice to you.

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH

http://www.courts.state.nh.us

NOV 21 2007

Court Name: CARROLL COUNTY PROBATE COURT

Case Name: ESTATE OF JOSEPH E. SULLIVAN, JR.

Case Number: 2006-0277
(if known)

DOCKET

RECEIPT

1. RECEIVED FROM Nathaniel Sullivan, serving as:

- ☒ Executor ☐ Administrator
☐ Ancillary Executor or Administrator ☐ Special Administrator
☐ Administrator With Will Annexed ☐ Administrator *De Bonis Non*
☐ Guardian ☐ Conservator ☐ Trustee

2. The sum of money, personal property at inventory value thereof, amounting to

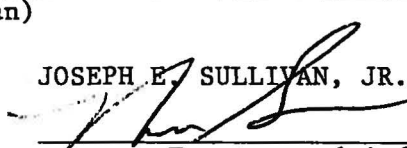
\$ 41,000.00, in ☐ full ☒ partial satisfaction of the following:

- ☐ Distribution(s) according to terms of trust
☐ Distributive share upon termination of trust
☐ Balance upon termination of guardianship
☐ Balance upon termination of conservatorship
☐ Distributive share of decedent's estate
☐ Residuary share under decedent's will
☐ Money bequeathed under decedent's will
☐ Personal property bequeathed under decedent's will
☒ Other (specify) Distributed to Trust (Trust specifically devises all tangibles to Nathaniel Sullivan)

Date

9/13/07

JOSEPH E. SULLIVAN, JR. TRUST


Recipient Trustee and individually

Joseph E. Sullivan, Jr. Trust (Nathaniel
Print Name of Recipient Sullivan)

A

State of New Hampshire

Filing fee: \$15.00
Use black print or type.

Form 9
RSA 293-A:5.02 (a) and 15.08 (a)

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH, BY CORPORATION

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT,
THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF
NEW HAMPSHIRE SUBMITS THE FOLLOWING STATEMENT FOR THE
PURPOSE OF CHANGING ITS REGISTERED OFFICE OR ITS REGISTERED AGENT, OR BOTH,
IN THE STATE OF NEW HAMPSHIRE:

FIRST: The name of the corporation is:

KEARSARGE Building CO., INC.

SECOND: The name of its registered agent is recorded as:

JOSEPH E. SULLIVAN

THIRD: The street address, town/city of its registered office is recorded as:

MAIN ST PO. Box 479 NORTH CONWAY
N.H. 03860

FOURTH: The name of its new registered agent is (Note 1):

NATHANIEL SULLIVAN

FIFTH: The street address, town/city of its new registered office is (Note 1):

MAIN ST. PO. Box 479 NORTH CONWAY
N.H. 03860

SIXTH: The street address, town/city of its registered office and the address of the business office of its
registered agent, as changed, will be identical.

SEVENTH: (Print Name)

NATHANIEL SULLIVAN

hereby consents to serve as registered agent for this corporation. (Note 2)

[Signature] (Note 2)
Signature of new agent

By Nathaniel Sullivan
Title PRESIDENT (Note 3)

NATHANIEL SULLIVAN
Print or type name

Date signed 4-22-08.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be
available for public inspection.

COPY

Mail fee with DATED AN
North Main Street, Concord

State of New Hampshire
Form 9 - Statement of Change of Registered Agent/Registered Office 1 Page(s)

ment of State, 107



T0811654011

5/07
Form 9 V1.0

Case Name: Estate of Joseph E. Sullivan, Jr.

Case Number: 2006-0277

EXECUTOR'S/ADMINISTRATOR'S ACCOUNTING

8. Schedule 9- BALANCE HELD BY EXECUTOR / ADMINISTRATOR

(Total Receipts minus Total Disbursements)

\$ 5,817.49

On a separate sheet of paper, list all the assets, except real estate, remaining in the estate and the value of each asset. If there is no will, a Motion for Final Distribution must be filed at the same time as this account. After the Motion is granted by the court, the assets may be distributed and Receipt (Form NHJB-2139-P) must be filed for each person. Also enter this amount on Page 1, #4.

9. Is an information schedule pursuant to Probate Rule 108(E) attached to this accounting?

☐ Yes ☒ No

10. Have all Federal and State Income Tax Returns of the deceased for the period ending with his/her death been filed and the related taxes paid? ☒ Yes ☐ No

11. Have all Federal and State Income Tax Returns of the Estate, which are due at the time of filing this account, been filed and the related taxes paid? ☒ Yes ☐ No

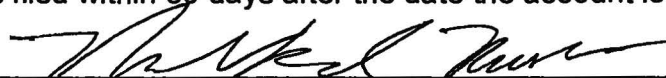
12. Have there been any changes to the beneficiaries of the estate or have any of the beneficiaries' addresses changed? ☐ Yes ☒ No If yes, on a separate sheet of paper, list those changes. If any beneficiary has died, attach a death certificate for that person.

13. The undersigned hereby represent(s) that the above accounting is true and accurate to the best of his/her/their knowledge and belief, and certifies that the following has been sent to all persons beneficially interested in this account and all parties appearing of record: a copy of the account which includes a notice to beneficially interested parties stating that the account may be approved unless a written objection is filed within 30 days after the date the account is filed in the probate court.

Date

11-30-09

Executor/Adminis. Signature (must be signed in the presence of a Notarial Officer)



Date

Executor/Adminis. Signature (must be signed in the presence of a Notarial Officer)

State of New Hampshire, County of Carroll

This instrument was acknowledged before me on Nov 30th, by Nathaniel Sullivan

JEAN GAGNON, Notary Public

Date

Executor/Administrator

My Commission Expires December 7, 2010

Affix Seal, if any

Signature of Notarial Officer / Title

IMPORTANT NOTICE

To Beneficially Interested Parties

This Account may be approved by the probate court unless a written objection, containing the specific factual or legal basis for the objection, is filed within 30 days after the date the Account is filed in the probate court. Failure to file an objection may forfeit your right to a hearing concerning the Account or your objection, and the probate court may then act without a hearing or any further notice to you.

ASSENT and WAIVER OF NOTICE

If all the parties interested in the account want to certify that they have examined the account, find it correct and request that it be allowed without further notice to them, please complete an "Assent" form (NHJB-2121-P) and file it with this account.



State of New Hampshire 2010 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2010

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/15/2010
Business ID: 8992
William M. Gardner
Secretary of State

KEARSARGE BUILDING COMPANY, INC.

PO Box 479

N Conway, NH 03860

ENTITY TYPE:	CORPORATION
BUSINESS ID:	8992
STATE OF DOMICILE:	NEW HAMPSHIRE
CONSTRUCTION(99AR)	

ADDRESS OF PRINCIPAL OFFICE:

PO BOX 479

NORTH CONWAY, NH 03860

REGISTERED AGENT AND OFFICE:

Sullivan, Nathaniel

S Main Street

North Conway, NH 03860

2

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐ The new mailing address

☐ The new principal office address

PO Box is acceptable.

3

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME Nathaniel Sullivan
STREET PO Box 479
CITY/STATE/ZIP North Conway, NH 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

A

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME Nathaniel Sullivan
STREET PO Box 479
CITY/STATE/ZIP North Conway, NH 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

B

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

4

To be signed by an officer, director, or any other person authorized by the board of directors.

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Please print name and title of signer:

NAME

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):

State of New Hampshire

Fee - Form 47 - (Corporations) 1 Page(s)

WHEN
PUBLIC
REQUIRED



T1007545054

IT WILL BECOME A
PUBLIC DISCLOSURE
IT WILL BE REJECTED

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

COPY



State of New Hampshire 2009 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2009

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 04/01/2009
Business ID: 8992
William M. Gardner
Secretary of State

KEARSARGE BUILDING COMPANY, INC.

PO Box 479

N Conway, NH 03860

ADDRESS OF PRINCIPAL OFFICE:

PO BOX 479

NORTH CONWAY, NH 03860

REGISTERED AGENT AND OFFICE:

Sullivan, Nathaniel

Main Street

North Conway, NH 03860

ENTITY TYPE: CORPORATION

BUSINESS ID: 8992

STATE OF DOMICILE: NEW HAMPSHIRE

CONSTRUCTION('99AR)

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

2

☐ The new mailing address

☐ The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME Nathaniel Sullivan

STREET PO Box 479

CITY/STATE/ZIP North Conway NH 03860

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME Nathaniel Sullivan

STREET PO Box 479

CITY/STATE/ZIP North Conway NH 03860

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.

I, the undersigned do hereby Certify that the statements on this report are true to the best of my information, knowledge and belief.

4

Sign here:

3/27/09

Please print name and title of signer:

Nathaniel Sullivan

1 President

NAME

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



899220091000

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

COPY



State of New Hampshire 2008 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2008

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 04/01/2008

Business ID: 8992

William M. Gardner

Secretary of State

KEARSARGE BUILDING COMPANY, INC.

PO BOX 479

N CONWAY, NH 03860

ENTITY TYPE: CORPORATION

BUSINESS ID: 8992

STATE OF DOMICILE: NEW HAMPSHIRE

CONSTRUCTION(99AR)

ADDRESS OF PRINCIPAL OFFICE:

PO BOX 479

N CONWAY, NH 03860

REGISTERED AGENT AND OFFICE:

NATHANIEL SULLIVAN

MAIN ST PO BOX 479

N CONWAY, NH 03860

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐ The new mailing address

☐ The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME NATHANIEL SULLIVAN
STREET PO. Box 479
CITY/STATE/ZIP NO. CONWAY, NH 03860
NAME PRESIDENT
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME NATHANIEL SULLIVAN
STREET PO. Box 479
CITY/STATE/ZIP NO CONWAY, N.H. 03860
NAME DIRECTOR
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.

I, the undersigned do hereby Certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Please print name and title of signer:

NAME

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

COPY



2007 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2007

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 04/10/2007
Business ID: 8992
William M. Gardner
Secretary of State

BEARSARGE BUILDING COMPANY, INC.

PO BOX 479

CONWAY, NH 03860

ENTITY TYPE: CORPORATION

BUSINESS ID: 8992

STATE OF DOMICILE: NEW HAMPSHIRE

FEDERAL ID: 020303769

CONSTRUCTION(99AR)

ADDRESS OF PRINCIPAL OFFICE:

PO BOX 479

N CONWAY, NH 03860

REGISTERED AGENT AND OFFICE:

NATHANIEL SULLIVAN

MAIN ST PO BOX 479

N CONWAY, NH 03860

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐ The new mailing address

☐ The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME NATHANIEL SULLIVAN
STREET PO. Box 479
CITY/STATE/ZIP NO. CONWAY, NH. 03860
NAME PRESIDENT
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME NATHANIEL SULLIVAN
STREET PO. Box 479
CITY/STATE/ZIP NO. CONWAY, NH. 03860
NAME DIRECTOR
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.

I, the undersigned do hereby Certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Please print name and title of signer:

NATHANIEL SULLIVAN, PRESIDENT
NAME TITLE

FEE DUE: \$150.00

E-MAIL ADDRESS (OPTIONAL):



WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

COPY



State of New Hampshire 2006 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2006

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/22/2006
Business ID: 8992
William M. Gardner
Secretary of State

KEARSARGE BUILDING COMPANY, INC.

PO BOX 479

N CONWAY , NH 03860

ADDRESS OF PRINCIPAL OFFICE:

PO BOX 479

N CONWAY , NH 03860

REGISTERED AGENT AND OFFICE:

JOSEPH E SULLIVAN

MAIN ST PO BOX 479

N CONWAY , NH 03860

ENTITY TYPE: CORPORATION

BUSINESS ID: 8992

STATE OF DOMICILE: NEW HAMPSHIRE

CONSTRUCTION(99AR)

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐ The new mailing address

☐ The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME JOSEPH E. SULLIVAN ^A
STREET PO. Box 479
CITY/STATE/ZIP NO. CONWAY, N.H. 03860
NAME NATHANIEL SULLIVAN ^{VP}
STREET PO. BOX 479
CITY/STATE/ZIP NO. CONWAY, N.H. 03860
NAME NATHANIEL SULLIVAN ^{Sec.}
STREET PO. Box 479
CITY/STATE/ZIP NO. CONWAY, N.H. 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME JOSEPH E. SULLIVAN ^B
STREET PO. Box 479
CITY/STATE/ZIP NO. CONWAY, N.H. 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned do hereby Certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Please print name and title of signer:

NAME NATHANIEL SULLIVAN

TITLE VP

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

REQUIRED INFORMATION MUST

MAKI

RETU

New Hampshire Department

State of New Hampshire
Fee - Form 47 - (Corporations) 1 Page(s)

REJECTED



T0608211061

COPY



State of New Hampshire 2005 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2005

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE

WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 02/11/2005
Business ID: 8992
William M. Gardner
Secretary of State

KEARSARGE BUILDING COMPANY, INC.

PO BOX 479

N CONWAY , NH 03860

ADDRESS OF PRINCIPAL OFFICE:

PO BOX 479

N CONWAY , NH 03860

REGISTERED AGENT AND OFFICE:

JOSEPH E SULLIVAN

MAIN ST PO BOX 479

N CONWAY , NH 03860

ENTITY TYPE: CORPORATION

BUSINESS ID: 008992

STATE OF DOMICILE: NEW HAMPSHIRE

FEDERAL ID: 020303769

CONSTRUCTION(99AR)

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

☐ The new mailing address

☐ The new principal office address

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE OFFICER BELOW)

NAME JOSEPH E. SULLIVAN PRES.
STREET P.O. Box 479
CITY/STATE/ZIP NO. CONWAY, N.H. 03860
NAME JOSEPH E. SULLIVAN TREAS.
STREET P.O. Box 479
CITY/STATE/ZIP NO. CONWAY, N.H. 03860
NAME NATHANIEL SULLIVAN SECRETARY
STREET P.O. Box 479
CITY/STATE/ZIP NO. CONWAY, NH 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

(MUST LIST AT LEAST ONE DIRECTOR BELOW)

NAME JOSEPH E. SULLIVAN
STREET P.O. Box 479
CITY/STATE/ZIP NO. CONWAY, NH. 03860
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____
NAME _____
STREET _____
CITY/STATE/ZIP _____

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.

I, the undersigned do hereby Certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here:

Please print name and title of signer:

NATHANIEL SULLIVAN , SECRETARY
NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):

State of New Hampshire
Fee - Form 47 - (Corporations) 1 Page(s)

PUBLIC DOCUMENT A



T0504528049

ENCLOSURE

New Hampshire Department of State, Annual Reports, Fee Form 47, Instructions, All Corporations

COPY

The Fourth Account of Nathaniel Sullivan, Trustee of the

Joseph E. Sullivan, Jr. Trust

Beginning July 1, 2010 and ending June 30, 2011

The undersigned, Nathaniel Sullivan, as Trustee of the Joseph E. Sullivan, Jr. Trust, hereby certifies that the following constitutes a correct account of his administration of said Trust from July 1, 2010 and ending June 30, 2011:

Value of Property Received (Schedule A)	\$4,746,128.74
Principal Additions (Schedule B)	105,648.72
Income (Schedule C)	107,547.69
Gains/Losses (Schedule D)	(243,638.46)
Loans (Schedule E)	-0-
Distributions (Schedule F)	-0-
Expenses (Schedule G)	447,428.62
Remaining Assets (Schedule H)	4,268,258.07

Witness my hand this 9 day of March, 2011.

Laurie A. Rolfe
Witness

Nathaniel Sullivan
Nathaniel Sullivan, Trustee

14

FOURTH: The number of votes cast for dissolution was sufficient for approval.

FIFTH: The corporation certifies that a copy of the articles of dissolution was mailed to the New Hampshire Department of Revenue Administration on (date) December 23, 2010.

Kearsarge Building Company, Inc. (Note 2)

(Corporate Name)



(Note 3)

(Signature)

Nathaniel Sullivan

(Print or type name)

President

(Note 3)

(Title)

Date signed: 12/26/10

Notes: 1. All sections under the THIRD article must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)

2. Exact corporate name of corporation adopting articles of dissolution.

3. Signature and title of person signing for the corporation. Must be signed by the chairman of the board of directors, president or another officer; or see RSA 293-A:1.20(f) for alternative signatures.

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

Mail fee and DATED AND SIGNED ORIGINAL to: Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

COPY

MANAGEMENT AGREEMENT

THIS AGREEMENT MADE this 21st day of December, 2009, by and between Atlantic Operating and Management Corp. ("Management"), and Forest Edge Water Company, Inc. ("Water Company"), both with an address of Main Street, North Conway, New Hampshire 03860.

WHEREAS, Water Company is a water utility serving customers in Conway, Carroll County, New Hampshire; and

WHEREAS, Management is in the business of, *inter alia*, providing management services to businesses in the general Carroll County area; and

WHEREAS, Water Company wishes to employ Management for the purpose of providing management services to Water Company.

NOW THEREFORE, for consideration paid and in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. Term. This Agreement shall have a term extending through December 31, 2011, unless extended by mutual agreement of the parties hereto.

2. Services. Management shall provide general management services to Water Company, including, but not limited to, bookkeeping, billing, customer relations, oversight of the day-to-day operations of Water Company, and such other management services as may be necessary to operate Water Company in a manner so as to provide adequate services to its customers.

3. Compensation. The compensation to be paid by Water Company to Management shall be as follows:

- A. \$15.00 per hour for bookkeeping services; and
- B. \$50.00 per hour for operational management.

4. Estimated Hours. The parties estimate that approximately ten hours per month of operational management shall be required, and that approximately fifteen hours a month of bookkeeping services shall be required. However, Management agrees to provide whatever additional hours that may be necessary for purposes of managing Water Company and servicing the customers of Water Company.

5. Termination. In the event that Management fails to provide the services required hereunder, Water Company shall provide written notice to Management of the failure of Management to provide the services. In the event that Management fails to take adequate steps to correct any breach of its obligations hereunder within thirty days from the date of said notice, Water Company may immediately terminate this Agreement.

6. Miscellaneous. This Agreement is to be governed by, and interpreted in accordance with, the laws of the State of New Hampshire. Any action arising hereunder shall be brought in the Carroll County Superior Court. This Agreement represents the full and complete understanding of the parties hereto, and this Agreement shall only be amended in writing, executed by all parties hereto. This Agreement may not be assigned without the consent of the non-assigning party, which may be withheld in its sole discretion.

7. Notices. All notices required to be given hereunder shall be in writing, and shall be delivered in hand, or by certified mail, return receipt requested, or by a nationally recognized courier service. Notice shall be deemed to be given when deposited in the U.S. mail, or delivered to such courier service, or on the date that notice is hand delivered.

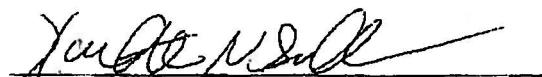
IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the date and year first above written.


Atlantic Operating and Management Corp.


Witness

By: 
Nathaniel Sullivan, President

Forest Edge Water Company, Inc.


Witness

By: 
Nathaniel Sullivan, President

Forest Edge Water Company, Inc.
Stipulation Agreement

B. The Settling Parties agree that the Commission's acceptance of the stipulation does not constitute continuing approval or, or precedent for, any particular issue in this proceeding other than those specified herein.

IN WITNESS WHEREFORE, the signatories below have executed this stipulation, each being fully authorized to do so, as of the day indicated below.

FOREST EDGE WATER COMPANY, INC.

Date: February 22, 2013

By: 
Nathaniel Sullivan, President

STAFF OF THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
By its Attorney,

Date: February 22, 2013

By: 
Marcia A. Brown, Esq.

Date: February __, 2013

By: _____
Mr. Robert L. deFeyter, Intervenor

Date: February __, 2013

By: _____
Mr. Richard A. Lake, Intervenor

**DW 08-160 Forest Edge Water Company
Temporary Rate Stipulation**

shall not constitute any part of the record in this proceeding and shall not be used for any other purpose.

B. Forest Edge and Staff agree that the Commission's acceptance of the Stipulation does not constitute continuing approval of, or precedent for, any particular issue in this proceeding or future proceedings, other than those specified herein.

C. This Stipulation may be executed in multiple counterparts, which together shall constitute one agreement.

IN WITNESS WHEREOF, the signatories below have executed this Stipulation, each being fully authorized to do so, as of the day indicated below.

FOREST EDGE WATER COMPANY
By,

Date: April 24, 2009

By: 

**STAFF OF THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**
By its Attorney,

Date: April 24, 2009

By: _____

Matthew J. Fossum, Esq.

WATER SUPPLY ENGINEERING BUREAU

Record of Telephone Conversation

Date of Conversation: 1/17/13 Time: 11:45 AM ^{-11:50} a.m./p.m.
Bureau Staff: C. Klevens Title: _____
Other Party's Name: N. Sullivan Telephone #: on file
Affiliation/Company: owner
Water System/Site/Issue: Forest Edge Water Co. / 0512060

SUMMARY OF CONVERSATION

- Two lawsuits against his family, does not impact the rate case but still requires responses.
- Requests DWBB letter stating in compliance w/ SDWA requirements (or not)
- I will pass along request to our Data folks who provide these letters, attention Linda Thompson
- letters require ~ 24 hr TAT, OK with him. please send to his email address on file
- Followup = sent email to L. Thompson /cc E. Jones. (FOIA).

MANAGEMENT AGREEMENT

THIS AGREEMENT MADE this 28th day of December, 2009, by and between Atlantic Operating and Management Corp. ("Management"), and Forest Edge Water Company, Inc. ("Water Company"), both with an address of Main Street, North Conway, New Hampshire 03860.

WHEREAS, Water Company is a water utility serving customers in Conway, Carroll County, New Hampshire; and

WHEREAS, Management is in the business of, *inter alia*, providing management services to businesses in the general Carroll County area; and

WHEREAS, Water Company wishes to employ Management for the purpose of providing management services to Water Company.

NOW THEREFORE, for consideration paid and in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. Term. This Agreement shall have a term extending through December 31, 2011, unless extended by mutual agreement of the parties hereto.

2. Services. Management shall provide general management services to Water Company, including, but not limited to, bookkeeping, billing, customer relations, oversight of the day-to-day operations of Water Company, and such other management services as may be necessary to operate Water Company in a manner so as to provide adequate services to its customers.

3. Compensation. The compensation to be paid by Water Company to Management shall be as follows:

- A. \$15.00 per hour for bookkeeping services; and
- B. \$50.00 per hour for operational management.

4. Estimated Hours. The parties estimate that approximately ten hours per month of operational management shall be required, and that approximately fifteen hours a month of bookkeeping services shall be required. However, Management agrees to provide whatever additional hours that may be necessary for purposes of managing Water Company and servicing the customers of Water Company.

5. Termination. In the event that Management fails to provide the services required hereunder, Water Company shall provide written notice to Management of the failure of Management to provide the services. In the event that Management fails to take adequate steps to correct any breach of its obligations hereunder within thirty days from the date of said notice, Water Company may immediately terminate this Agreement.



PERMIT TO OPERATE
APPLICATION FISCAL YEAR - 2006
July 1, 2005 - June 30, 2006

Date: April 30, 2005

COMPANY NAME: FOREST EDGE
ATTENTION TO: JOSEPH SULLIVAN
ADDRESS: 1769 WHITE MOUNTAIN HWY
PO BOX 479
NORTH CONWAY NH 03860

DAY: (603) 356-5600

SYSTEM NAME: FOREST EDGE
SYSTEM LOCATION WEST SIDE RD
CONWAY NH

PWS NUMBER: 0512060

This application includes the following public water system(s):

PWS Number	System Name	Population Served	Service Connections
0512060	FOREST EDGE	118	47

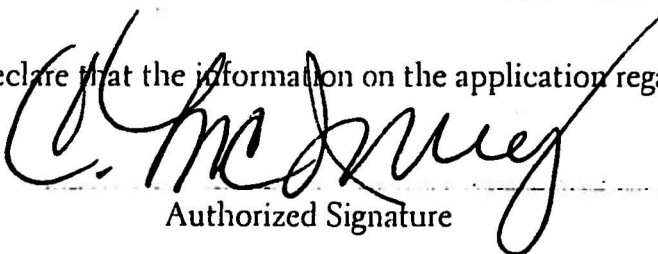
The public water supply system(s) listed above serve(s) a total of 118 people or 47 household equivalents. Pursuant to RSA 485:41, VIII, the FY 2006 Permit To Operate fee for the water system(s) is calculated to be \$300.00.

The Permit to Operate application and fee are due by June 30, 2005.

Please submit this application with a check payable to the "Treasurer, State of New Hampshire" and return to:

Department of Environmental Services
Water Division
29 Hazen Drive, PO Box 95
Water Supply Engineering Bureau
Concord New Hampshire 03302-0095
Attn: Linda Thompson

I declare that the information on the application regarding the public water system is complete and accurate.


Authorized Signature


Date

Check #

1231

For Office Use Only:

Date Rec'd

3/18/05

Amt Rec'd

300

A15

552496

6. Miscellaneous. This Agreement is to be governed by, and interpreted in accordance with, the laws of the State of New Hampshire. Any action arising hereunder shall be brought in the Carroll County Superior Court. This Agreement represents the full and complete understanding of the parties hereto, and this Agreement shall only be amended in writing, executed by all parties hereto. This Agreement may not be assigned without the consent of the non-assigning party, which may be withheld in its sole discretion.

7. Notices. All notices required to be given hereunder shall be in writing, and shall be delivered in hand, or by certified mail, return receipt requested, or by a nationally recognized courier service. Notice shall be deemed to be given when deposited in the U.S. mail, or delivered to such courier service, or on the date that notice is hand delivered.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the date and year first above written.

Atlantic Operating and Management Corp.


Witness

By: 
Nathaniel Sullivan, President

Forest Edge Water Company, Inc.


Witness

By: 
Nathaniel Sullivan, President

6. Miscellaneous. This Agreement is to be governed by, and interpreted in accordance with, the laws of the State of New Hampshire. Any action arising hereunder shall be brought in the Carroll County Superior Court. This Agreement represents the full and complete understanding of the parties hereto, and this Agreement shall only be amended in writing, executed by all parties hereto. This Agreement may not be assigned without the consent of the non-assigning party, which may be withheld in its sole discretion.

7. Notices. All notices required to be given hereunder shall be in writing, and shall be delivered in hand, or by certified mail, return receipt requested, or by a nationally recognized courier service. Notice shall be deemed to be given when deposited in the U.S. mail, or delivered to such courier service, or on the date that notice is hand delivered.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the date and year first above written.

Atlantic Operating and Management Corp.

Jeff McNeal
Witness

By: [Signature]

Nathaniel Sullivan, President

Forest Edge Water Company, Inc.

Jeff McNeal
Witness

By: [Signature]

Nathaniel Sullivan, President

MANAGEMENT AGREEMENT

THIS AGREEMENT MADE this 14th day of February, 2013, by and between Atlantic Operating and Management Corp. ("Management"), and Forest Edge Water Company, Inc. ("Water Company"), both with an address of Main Street, North Conway, New Hampshire 03860.

WHEREAS, Water Company is a water utility serving customers in Conway, Carroll County, New Hampshire; and

WHEREAS, Management is in the business of, *inter alia*, providing management services to businesses in the general Carroll County area; and

WHEREAS, Water Company wishes to employ Management for the purpose of providing management services to Water Company.

NOW THEREFORE, for consideration paid and in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. Term. This Agreement shall have a term extending through December 31, 2014, unless extended by mutual agreement of the parties hereto.

2. Services. Management shall provide general management services to Water Company, including, but not limited to, bookkeeping, billing, customer relations, oversight of the day-to-day operations of Water Company, and such other management services as may be necessary to operate Water Company in a manner so as to provide adequate services to its customers.

3. Compensation. The compensation to be paid by Water Company to Management shall be as follows:

- A. \$15.00 per hour for bookkeeping services; and
- B. \$50.00 per hour for operational management.

4. Estimated Hours. The parties estimate that approximately ten hours per month of operational management shall be required, and that approximately fifteen hours a month of bookkeeping services shall be required. However, Management agrees to provide whatever additional hours that may be necessary for purposes of managing Water Company and servicing the customers of Water Company.

5. Termination. In the event that Management fails to provide the services required hereunder, Water Company shall provide written notice to Management of the failure of Management to provide the services. In the event that Management fails to take adequate steps to correct any breach of its obligations hereunder within thirty days from the date of said notice, Water Company may immediately terminate this Agreement.

1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

TRACT TWO:

A certain tract or parcel of land, with any improvements thereon, situated in North Conway, Town of Conway, County of Carroll, State of New Hampshire, more particularly bounded and described as follows:

Beginning at an iron pin in the westerly line of Blueberry Lane and in the corner of Lot #24; thence

South 21° 00' West Seventy-Two and Six Hundredths (72.06) feet to an iron pin; thence

North 75° 45' West along said Lot #24 Nine Hundred Ninety-Five and Six Hundredths (995.06) feet to an iron pin; thence

South 09° 45' West to an iron pin in the line of the U.S. Forest Service; thence

South 09° 45' West One Hundred Three (103) feet to an iron pin which is the southwesterly corner of the premises herein conveyed; thence

South 73° 27' East One Thousand Twenty-One and Two Hundredths (1,021.02) feet to an iron pin in the southeasterly corner of the premises herein conveyed and in the southwesterly corner of Lot #22; thence

North 21° 00' East along the line of said Lot #22 One Hundred Eighty-Two (182) feet to an iron pin in the line of said Blueberry Lane; thence

Curving northwesterly along said Blueberry Lane Thirty-Nine and Two Hundredths (39.02) feet to the iron pin which is the point of beginning.

Containing 3.03 acres more or less. Being Lot #23 as shown on a plan entitled "Plan of Land in Conway, N.H., Property of Joseph Sullivan. Subdivision Plan: Forest Edge II" dated December 1973, approved by the Town of Conway Planning Board on February 7, 1974, and recorded in the Carroll County Registry of Deeds at Plan Book 26, Page 68. Said plan was re-recorded on July 23, 1974, in said registry at Plan Book 27, Page 81.

SUBJECT TO Declaration of Easements and Restrictions, dated September 23, 1975, recorded in said Registry at Book 602, Page 353, and. TOGETHER WITH the benefit of all appurtenances thereto. SUBJECT ALSO to Amendment thereto dated June 17, 1976, and recorded in said Records, Book 627, Page 243.

ALSO conveyed to the said Grantee, its successors and assigns, is the right, in common with Kearsarge Building Company, Inc., its successors and assigns, to pass and repass over the access roadways shown on said plan, to which Kearsarge Building Company, Inc. has title. Said access roadways are private roads and it is not intended that such roads shall now or at any future date become town roads; by the acceptance of this deed, the Grantee agrees to pay a pro rata share of the expenses of maintaining and plowing said roadways.

(11)

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any.

SUBJECT TO the condition and restriction that no chemicals, fertilizers or other hazardous materials be stored on the premises or applied to the ground within the 200-foot radius Sanitary Protective Area (SPA) of Bedrock Well (BRW) 2 as shown on a plan approved by the State of New Hampshire Water Supply & Pollution Control Commission on October 12, 1984, Approval #115964, and amended June 17, 1985, Approval #115964-A, to show change in house and septic tank locations.

Meaning and intending to describe and convey the same premises conveyed to Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Revocable Trust of 1998 by Fiduciary Deed of Nathaniel Sullivan, Trustee of The Joseph B. Sullivan, Jr. Qualified Personal Residence Trust, dated July 11, 2006, recorded in Carroll County Registry of Deeds, Book 2548, Page 793. See also Corrective and Confirmatory Fiduciary Deed to Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Revocable Trust dated October 19, 2007, recorded in said Registry at Book 2671, Page 481.

There is no transfer tax due on this conveyance, pursuant to N.H. RSA 78-B:2, XI, transfers that occur by devise or by the laws regulating intestate succession and descent; this transfer is made pursuant to the dispositive provisions of The Joseph E. Sullivan, Jr. Revocable Trust of 1998, dated June 30, 1998.

EXECUTED this 18th day of December, 2007.

The Joseph E. Sullivan, Jr. Revocable Trust of 1998

By: [Signature]
Nathaniel Sullivan, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

The foregoing instrument was acknowledged before me, Nathaniel Sullivan, Trustee of The Joseph E. Sullivan, Jr. Revocable Trust of 1998, this 18th day of December, 2007.

[Signature]
Notary Public
My Commission Expires:

KATHLEEN N. SULLIVAN
Notary Public / Justice of the Peace
My Commission Expires August 9, 2011

Forest Edge Water Co,

Rate Case Info

12-254

This attached page is
self explanatory showing
failure to attend to business
in protecting the customers
water supply quality.

EXHIBIT 1

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Routine Chemical Monitoring Requirements Not Met

The Forest Edge water system violated drinking water monitoring standards. Although this is not an emergency, as our customers, you have a right to know what happened, what you should do, and what we are doing to correct the situation.

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health standards. During the second quarter
(list calendar quarter(s))

quarter(s) of 2009 we did not monitor or complete all required monitoring for fluoride
(monitoring year(s)) (type of contaminant(s))

_____ and therefore cannot be sure of the quality of our drinking water during that time.

What should I do?

There is nothing you need to do at this time.

The table below lists the quarter we were supposed to test for certain chemical contaminants, how many samples we were supposed to take, how many samples were actually taken, and the date on which follow-up samples were (or will be) taken.

Contaminant Group	Sampling quarter we are required to sample	Number of samples we were required to collect	Number of samples we collected	When all samples were (or will be) collected
Fluoride	quarter 2	1	0	8/3/09

Steps We Are Taking: We collected a follow-up sample
on 8/3/09 (describe corrective action to prevent future monitoring violations.)

We anticipate resolving the problem within Q 3, 2009. For more information, please
(estimated time frame)

contact Mimi Trenkova of FX Lyons, Inc. at (603) 356-6767
(name of contact) (system or company name) (telephone #)

or PO Box 280 Intervale, NH 03845
(address)

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

EPA #: 0512060 Date distributed: _____