STATE OF NEW HAMPSHIRE

BEFORE THE

PUBLIC UTILITIES COMMISSION

Docket No. DW 19-131

Abenaki Water Company, Inc. – Rosebrook Division
Complaint Regarding Water Main Break

ABENAKI WATER COMPANY, INC.'S MEMORANDUM OF LAW

Abenaki Water Company, Inc. (Abenaki or Company or Rosebrook) respectfully files this memorandum of law on the issue of ownership of the service line in question in this proceeding which is located on the private properties of Omni Mount Washington, LLC (Omni)[1]. Based on the statutes, Commission and Department of Environmental Services (NHDES) rules, and Commission orders, Abenaki does not own this pipe. Accordingly, as requested in Abenaki's reply and supplemental reply to Omni's complaint, the Commission should dismiss Omni's complaint.

Factual Background

1. The properties involved in Omni's complaint are at Map & Lot 210-008, which is comprised of 89.78 acres, and Map & Lot 211-042, which is comprised of 15.23 acres. See Attachment A, at 5 and 19. Omni alleges that Abenaki owns the 8-inch water line that runs from the curb stop at Omni's property line on Lot 211-042 at Base Station Road up to the resort complex including Omni's hotel on Lot 210-008. Complaint at para. 7. The hotel complex is on

[1] Omni's complaint still incorrectly lists the property owner as Omni Mount Washington Hotel, LLC. Per the N.H. Secretary of State records and the Town of Carroll GIS tax assessor records, the correct owner of the hotel and other accounts taking water service on the properties is Omni Mount Washington, LLC. See Attachments C at 2 and B.

Omni's private property and is set back from Base Station Road, generally behind Lot 211-042. See Attachment A at 1.

2. The two lots are owned by one owner, Omni. Attachment A, at 5 and 19. Within the two lots, Omni takes domestic and fire protection service via the 8-inch line for multiple resort buildings that include: Administrative Building, Caretaker's House, Outdoor Pool, Spa Building, and the Hotel. See Attachment B, Abenaki's response to Staff 1-5 and 2-6. The hotel takes service via a 6-inch meter. Attachment L, Abenaki's Response to Staff 1-7 and 1-20. Abenaki provides Omni with a "single monthly bill" and "[n]o other entity affiliated with Omni Mount Washington, LLC is a customer of Abenaki." See Attachment C at 1, Omni's Responses to Staff 1-2 and 1-3.

3. Lots 210-008 and 211-042 are not further subdivided among other owners nor are there designated common areas such as exists in other resort subdivisions where the homeowner association owns the common areas. Attachment A at 1 and 17; compare, Attachment J, at 29-36, various articles of agreement. The Town of Carroll tax cards note that there are six buildings on Lot 210-008 and one building on Lot 211-042, both under Omni's single ownership. Attachment A, at 2-4 and 18.

4. The Rosebrook and Abenaki's treatment of service to multiple buildings within the hotel's properties as one customer is identical to how the Commission has treated the hotel resort in prior special contracts. In Order No. 22,938, dated May 18, 1998, the Commission approved Rosebrook's provision of service to MWH Preservation Limited Partnership[2] for the hotel,

[2] MWH Preservation Limited Partnership (MWHPLP) existed from July 1, 1991 until December 31, 2006. Attachment F. MWHPLP owned the hotel resort until June 2006. Attachment A at 5 and 19. MWHPLP also owned Rosebrook from January 6, 2000 (see Order No. 23,379 in

Administration Building, Bretton Arms, and Fabyan's Restaurant under a special contract (from May 1, 1998 to April 30, 1999). In Order No. 23,221, dated June 2, 1999, the Commission approved the special contract for another one-year period, May 1, 1999 to April 30, 2000. In Docket No. DW 99-128, Order No. 23,379, dated January 6, 2000, the Commission approved the special contract for a five-year period. All of these special contracts were between the water utility and the single owner of the hotel resort.

5. Rosebrook has had numerous management and service contracts with the resort[3]:

a) Rosebrook entered into a management agreement with BW Club, LLC to obtain management, accounting, customer relations, engineering supervision, among other services. This one-year agreement was effective January 1, 2011. Attachment G at 6.

b) Rosebrook entered into a subsequent agreement with BW Services, LLC, effective August 1, 2011, and signed by Marjory Taylor, controller for BW Services, LLC. Attachment G at 9.

c) Rosebrook entered an agreement with MWH Construction, effective January 1, 2012, to obtain technical management, construction expertise, maintenance, and equipment. Attachment G at 12.

d) In March 2010, Rosebrook and MWH Construction Company, LLC entered into a construction agreement for MWH to install a new pump house and generator on the west side of Route 302. Nancy Oleson, manager/operator signed for Rosebrook. Attachment G at 15.

e) Rosebrook entered into an agreement with Resort Waste Company, Inc., effective January 1, 2013, to provide management and administrative services to Resort Waste. Marjory Taylor, controller, signed on behalf of Rosebrook. Attachment G at 30.

Docket No. DW 99-128) and sold it to, BW Land Holdings, LLC in Docket No. DW 06-149. See Order No. 24,773 (July 12, 2007).

[3] In its Complaint, Omni argues that "past practice" and "course of dealings" applies, however, such evidence, even if it were relevant, would be difficult to isolate from these agreements. Abenaki does not manage or operate the infrastructure on the hotel resort property except for the hydrants because of the precariousness of the high pressure and risk that incorrect flushing could compromise the entire water system. Hearing Transcript of 1/6/20 at 42.

f) Rosebrook entered into other agreements that Rosebrook was unable to physically provide to the Commission. Those agreements were with MWH Construction to replace the water storage tank roof and other repair and maintenance activities during 2009-2012. Attachment G at 33.

g) Rosebrook entered into a Professional Services Agreement with Omni Hotels Management Corporation, effective January 1, 2016, to provide water and wastewater services to the hotel resort. Attachment H.

6. Also important to this proceeding is that the long history of common ownership between the water utility and hotel resort fostered a laxness at keeping accurate records. In Order No. 19,661, dated January 2, 1990 in Docket No. DR 89-031 the Commission chronicled the ownership of the Bretton Woods Water Company, Inc. and common ownership with the hotel by the Satter family and creation of Rosebrook Water Company, Inc. after the 1984 bankruptcy of the hotel resort. This common ownership benefitted the parties (see Docket No. DW 06-149, Order No. 24,733 at 6) but Staff and the Commission expressed consternation that appropriate records were not kept.

Rosebrook's History of Unreliable Records Undermines Omni's Argument

7. The Commission found that MWH Preservation Limited Partnership and Rosebrook had not complied with Commission orders, including those regarding keeping appropriate utility accounting. Docket No. DW 06-149, Order No. 24,773 at 9. Six years later, in Docket No. DW 12-306, the Commission's Audit Staff found that Rosebrook was still unable to provide backup for plant assets before 2005 and virtually all retirements (Audit Issue #6), unable to provide support for plant additions (Audit Issue #7), and unable to provide continuing property records (CPRs) for all plant assets (Audit Issue #8). Audit Staff was unable to track CIAC funds (Audit Issue #18), verify the accuracy of the reported accumulated depreciation (Audit Issue #14), or

resolve CIAC variances (Audit Issue #17). Attachment I. The Commission struggled with approving Rosebrook's revenue requirement in light of the unreliability of the records. Hearing Transcript of September 17, 2013 at 78-79 lines 22-4. This unreliability is important because Omni bases its ownership argument on these records and claims the records are 'uncontroverted evidence', yet in proceeding after proceeding, these records have been repeatedly found to be unreliable.

Docket No. DW 11-117 Previously Resolved the Rosebrook-Hotel Dispute

8. Basing an argument on unreliable records is a problem, but what is fatal to Omni's argument is that this very issue was previously resolved by the parties and approved by the Commission and is subject to *res judicata*. The doctrines of *res judicata* and collateral estoppel forbid a party from relitigating in a second action matters actually litigated or matters that could have been litigated in an earlier action between the same parties for the same cause of action. Appeal of White Mountains Educ. Ass'n, 125 N.H. 771, 775 (1984). An administrative proceeding affecting private rights is subject to this same limitation. *Id*.; Kearsarge Tele. Co. et als., Docket No. DT 07-027, Order No. 25,130 (July 15, 2010). The doctrines avoid repetitive litigation so that at some point litigation over a particular controversy must come to an end. Bricker v. Crane, 118 N.H. 249, 252 (1978). The three elements that must be met are: (1) the parties must be the same or in privity with one another; (2) the same cause of action must exist in both instances; and (3) a final judgment on the merits must have been rendered in the first action. Brooks v. Trs. of Dartmouth Coll., 161 N.H. 685, 690 (2011).

9. In Docket No. DW 11-117, the hotel was a stakeholder and could have appealed the noticed order. Here, Omni has filed the complaint. *Res judicata* applies to successors in interest

and precludes them from relitigating the same issues. Sleeper v. Hoban Family P'ship, 157 N.H. 530, 535 (2008). Therefore, the hotel's former and present owners are successors in interest thereby meeting the first element of *res judicata*. The issue in this proceeding is who owns the 8-inch line on Omni's private property that feeds its resort complex. The issue in DW 11-117 involved who owns water infrastructure and where the demarcation of obligations is between Rosebrook and its customers, including who owns the 8-inch line serving the hotel resort complex. These are the same issues and satisfy the second element. Lastly, the Commission's order in DW 11-117 was not appealed, thereby becoming final and meeting the third element. By this doctrine alone, there is sufficient legal basis for the Commission to uphold the resolution of this dispute in DW 11-117 and dismiss Omni's complaint.

10. The specifics of Docket No. DW 11-117 are that in August 2011, at the behest of Staff earlier in the year, Rosebrook filed proposed tariff revisions to resolve the confusion over Company and customer obligations. See Attachment D at 24-52. The tariff revisions were filed by Marjorie Taylor, this time acting as Rosebrook's controller, and provided by the resort to Rosebrook under a Management Agreement. Attachment G. According to Ms. Taylor, the revisions were the product of "several weeks" of deliberations among stakeholders. Attachment D at 24.

11. The revisions added the present Definitions section and, importantly, defined the "exterior shutoff" as the "Curb Stop". See Attachment D at page 40. The Curb Stop was defined by its function, not by its size.[4] The tariff language concerning commercial buildings was added

[4] What Omni perceives as exterior shut off valves on its property are no more than control valves that allow isolation of its individual buildings in the event of a line break, emergency, etc. They are not curb stops as defined and used by Abenaki and its predecessor's Rosebrook tariff,

such that "service connections will be made in the street". See Attachment D, page 42. On ownership, the tariff specified that: "[a]ll service pipes up to and including the premises' exterior shut-off valve shall be owned and maintained by the Company." *Id.* "From the exterior shut-off valve to the premises served, the service pipe *shall be installed, owned and maintained by the customer(s)*." (Emphasis added) *Id*. No exceptions to the tariff were made to make Rosebrook responsible for service lines on the hotel's private property after the curb stop.

12. This demarcation of utility and customer obligations at the curb stop/property line previously appeared in Bretton Woods Water Company, Inc.'s 1974 tariff:

> The "Service Pipe" location "will be made only from the street which is the legal address of the premised served." And that "[a]ll service pipes, including the shut-off within the limits of the highway, shall be installed owned and maintained by the company. From the limits of the highway to the premises served the service pipe…shall be installed, owned and maintained by the customer." Attachment E, Abenaki Response to Staff 1-14.

13. As noted in Abenaki's Supplemental Reply, in addition to the Commission and NHDES rules, the curb stop is the typical demarcation of the responsibility used by Aquarion Water Company of New Hampshire, Inc.; Pennichuck Water Works, Inc.; Pennichuck East Utility, Inc.; Pittsfield Aqueduct Company, Inc.; Forest Edge Water Company, Inc.; and Hampstead Area Water Company, Inc. in their filed tariffs. The curb stop's location at the customer's property line is also Commission policy. Puc 606.04 states that "[c]urb stops shall be placed at the customer's property line". Also, Puc 602.06 states that "'[c]ustomer service pipe' means that section of service pipe from the customer's *property line or the curb stop to the customer's place of consumption*." (Emphasis added) The curb stop demarcation is also the policy of the NHDES.

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industry practice, Puc 606.04, Puc 602.06, Env-DW 504.02, and Env-DW 504.07. Curb stops are at customer property lines.

Env-DW 504.02, similarly defines the curb stop as the valve "between the water distribution system and the service customer's premises which controls the flow of water to the premises." Further,

> Env-DW 504.07, Service Line and Water Meter Maintenance Policy:
> Unless the water system has adopted formal rules to the contrary:
> (a) The water system shall be responsible for the service line from the water main to the curb stop;
> (b) The service customer shall be responsible for the service line from the curb stop to the customer's premises; and
> (c) The water system owner shall be responsible for any required meters.

Clearly, Rosebrook's adoption of the curb stop demarcation of responsibility between itself and its customers was consistent with industry practice and multiple agency policies.

14. On January 19, 2012, Staff recommended the Commission approve the tariff revisions. Attachment D at 33-72. Staff summarized the changes to the terms and conditions for Service Pipe. It explained that a section (3) was added to include commercial buildings; section b clarifies ownership of the Company owned shutoff valves and customer ownership and responsibility for maintenance of service pipes. Staff attached data responses and when Staff asked who would be responsible for service lines (Staff 2-3), Nancy Oleson of Rosebrook responded that Rosebrook is "responsible up to and including the curb stop". There was no hint of any exception for the hotel or to treat the hotel differently from other customers. Nor was there a hint that Rosebrook ought to maintain a line that solely serves the hotel resort. Attachment D at page 7.

15. There is no question that the 2011 tariff revisions were properly adopted. The Commission approved these tariff changes by Order *Nisi* No. 25,328. Attachment D at 73-78. The tariff revisions were noticed to the public in accordance with the order. Attachment D at 80-

81. Publication of the order was timely perfected according to the affidavit of publication filed with the Commission. *Id*. On March 20, 2012, Rosebrook filed its compliance tariff. Attachment D at 82-93. In a letter dated April 20, 2012, Commission Staff stated that the tariff revisions were properly filed. Attachments D at 94. There was no request for a hearing. The order went into effect. No rehearing was requested. The final order was not appealed. Rosebrook's tariff revisions went into effect and applied to the hotel resort property. Abenaki relied on Rosebrook's approved, filed tariff for its acquisition in Docket No. DW 16-448 and did not conduct due diligence on the hotel resorts infrastructure on the belief that it was not acquiring lines on Omni's private property. This reliance was reasonable in light of the tariff, Commission approval, industry practice, and Commission rules. Restructuring New Hampshire's Electric Utility Industry, Docket No. DR 96-150, Order No. 22,514 dated February 28, 1997) (Any reliance protected by the law of contracts must be reasonable.) In light of these facts, Docket No. DW 11-117 and Order No. 25,328 wholly undermine Omni's argument that Abenaki owns and is responsible for the 8-inch line within the hotel's private property. Therefore, the Commission should dismiss Omni's complaint.

Tariffs Govern Utility-Customer Relations

16. New Hampshire statutes authorize two ways for a utility to establish a relationship with a customer: (1) under 378:1, utilities must file tariffs with the Commission governing rates and terms of service; or (2) under RSA 378:18, a regulated utility may depart from its filed tariff if the Commission finds that "special circumstances exist which render such departure from the general schedules just and consistent with the public interest." This prohibition against serving customers outside of tariffs or special contracts is reflected in the Commission's rules. Puc

1203.01(j) mandates that "[a] utility shall not connect service at a rate other than the applicable tariffed rate or rate schedule unless a special contract for such service is in effect." Puc 1202.18, the definition of "Utility service" means "the provision of electric, gas, water, or sewer service in accordance with the terms and conditions of a tariff filed with and approved by the commission". Here, there are no more special contracts between the Company and the hotel resort. Omni has made no argument requesting a special contract, nor has it set forth any of the required public interest arguments to support a special contract. Therefore, Abenaki can only serve Omni according to RSA 378:1 and its filed tariff.

17. New Hampshire law is well settled that the relationship between a utility and its customers is set by the utility's tariff and that a utility's deviation from the tariff is unlawful unless otherwise approved by the Commission.

> "[T]he vehicles by which utility rates are set, the tariffs or rate schedules required to be filed with the [Commission], do not simply define the terms of the contractual relationship between a utility and its customers. They have the force and effect of law and bind both the utility and its customers. As such, the customers of a utility have a right to rely on the rates which are in effect at the time that they consume the services provided by the utility, at least until such time as the utility applies for a change. *Appeal of Lakes Region Water Company, Inc.,* 171 N.H. 515, 521-522 (2018) citing *Appeal of Pennichuck Water Works*, 120 N.H. 562, 566 (1980).

The Supreme Court upheld the Commission's ruling that Lake's Region's deviation from its tariff rate was a violation of the law. New Hampshire's requirement of filed tariffs is similar to the federal Filed Rate doctrine that forbids a regulated utility from charging rates other than those properly filed and a customer may not seek to enforce any rate other than the filed rates. Guglielmo v. Worldcom, 148 N.H. 309, 313 (2002).

18. The Commission has also long emphasized that the tariff defines the utility-customer relationship: Public Service Company of New Hampshire, Docket No. DE 01-023, Order No. 23,734 (June 28, 2001) (tariff supersedes prior agreements between utility and customer); Freedom Ring Communications, LLC d/b/a Bayring Communications, Docket No. DT 06-067 Order No. 24,886 at 8 (August 08, 2008) (tariffs "define the terms of the contractual relationship between a utility and its customers" while enjoying "the force and effect of law"); and Complaint of Robert Mykytiuk, Docket No. DW 16-834, Order No. 26,037 (July 5, 2017) (no charges may be imposed unless they appear in a properly filed tariff). Omni's argument, as well as its cursory argument that Rosebrook's tariff revisions only apply prospectively (see Omni Reply dated 8/28/19), deviates from this caselaw and long-standing Commission decisions because having Abenaki own the 8-inch line on Omni's private property would be inconsistent with the curb stop/property line boundary approved before Abenaki acquired Rosebrook and later revised in DW 16-448.[5] Having Abenaki own the 8-inch line would also be inconsistent with industry practice, the Commission's Puc 600 rules, and rules of the NHDES noted above. All of these authorities warrant dismissal of Omni's complaint.

Assuming Arguendo that Extrinsic Evidence Could Supersede Tariffs, Omni's Argument that Ownership is Established by Easements is not Supported by its Evidence

19. Omni argues that Abenaki's ownership is established by virtue of an easement deed conveying a "perpetual right and easement to construct, reconstruct, install, repair…mains…and

[5] Neither of the Commission's final orders in Docket Nos. DW 11-117 and DW 16-448 were appealed. The hotel was a stakeholder in DW 11-117 and according to the Order of Notice and affidavit of mailing, the hotel received actual notice of the proceeding and issues in DW 16-448 through first class mail.

such other appurtenances." Complaint at para. 6. Omni directs the Commission to Attachment F to its complaint, a list of Purchased Assets and an easement deed from GS Phoenix, LLC to Rosebrook Water Company, Inc., dated December 3, 1996. This easement appears as item #3 in the Purchased Assets list. The #3 easement does not support Omni's argument. The easement clearly states in paragraph 1 that the perpetual right to construct and maintain pipes, mains, pump houses, etc. is for "premises over which the Grantor may grant easements pursuant to" a declaration of covenants dated November 17, 1987. (Emphasis added.) Therefore, the easement right is triggered by conditions subsequent. This easement is also problematic because it addresses rights that post-date the construction of the 1985 ductile iron mains to the hotel resort that Omni's argument relies on. The easement was entered into two years after the 1985 main construction. Other problems with the list of easements are that easements #5 or #6 were conveyed in 2007 by Bretton Woods Land Co., LLC and CNL Income Bretton Woods, LLC. Neither of these entities owned the hotel property. Attachment A at 5 and 19. Therefore, easements #5 and #6 listed on Complaint Attachment F are irrelevant to this proceeding because they involve properties not germane to the 8-inch water line on the hotel lots.[6]

20. The Declaration of Covenants is very clear in the third "Whereas" clause that it pertains to the Mt. Washington Place condo development only, "at this time." Complaint Attachment F at 3. Article I, paragraph 11 states that the common property will be determined in the future. Complaint Attachment F at 5. Also, while it notes that Crawford Ridge, the hotel, and the Lodge "may become part of the Community" (Complaint Attachment F at 5, Art. I, para. 15) the articles

[6] Abenaki has an easement for its water storage tank on the opposite side of Route 302, behind the Forest Cottages, Rosebrook Townhomes, and Mountain View subdivisions. The list of Purchased Assets would include this easement.

of agreement of other subdivisions (Attachment J) demonstrate that the right to construct and maintain pipes, mains, etc., was determined as each subdivision was created. The following are the subdivisions and their years of construction. Each subdivision's common areas are clearly delineated on the Town of Carroll tax maps as depicted in Abenaki's Pressure Reduction Presentation. Attachment J at 2-13.

Dartmouth Ridge Association (1996)
Mt. Washington Homes Association (2001)
Rosebrook Townhomes Association (2000)
Mountain View Association
River Front Association (1993)
Presidential View Association (2003)
Stonehill Association
Mt. Washington Place Association (2001)
Stickney Circle Association (1995)
Forest Cottage Association (1986)
Crawford Ridge Association (1990)
Mt. Madison Association
Fairway Village Association (2006)

21. The hotel is distinguishable from these subdivisions in that there are no articles of agreement establishing common areas for the hotel lots (Lot 210-008 and Lot 211-042). The property remains under single ownership, as illustrated in the Town of Carroll property tax cards. Attachment A at 1 and 17. The property on the hotel lots is not held in common among multiple owners. *Id*.

Omni's Intimation that Homeowner Associations Obligations Have Changed is False

22. Omni incorrectly instills fear among the area homeowner associations that assets within their common areas may suddenly become their responsibility. This is not the case. The Court is "obliged to give effect to the plain language used in the tariff." Appeal of Verizon New England, Inc. 158 N.H. 693, 700 (2009). Abenaki's tariff, at Original Page 2, section 1.b clearly states in plain language that service pipes within common areas, including the exterior shut-off valve, i.e. curb stop, "shall be owned and maintained by the Company." Attachment K at 4. "From the property line or common area to the premises served, the service pipe shall be

installed, owned and maintained by the customer(s)." *Id.* This ownership and maintenance obligation is consistent for homeowners associations comprised of Single Family Homes or Condominiums or Other Multi-Family Residences. The tariff revisions of DW 16-448 did not change that obligation. Even though common areas are not further defined in Rosebrook's tariff or in the Commission's rules, the term is defined in RSA 356-B and the common areas are clearly shown on town tax maps as illustrated on Attachment J at 2-13. Furthermore, as stated at the prehearing, Abenaki does not dispute that it is responsible for maintaining the water lines within those common areas, which again, at the prehearing, Mr. Meuller confirmed that Abenaki repaired pipes in the common areas. Hearing Transcript of 1/6/20 at 27-28. Therefore, Omni's intimation that the homeowner associations have become responsible for maintaining water lines in the common areas is unfounded.

Conclusion

23. Omni's complaint is not founded on undisputed facts, long-held precedent, Commission policies, or industry practice. Omni seeks to support its contention that Abenaki should own and maintain the 8-inch line on Omni's private property with utility records from prior dockets that have been repeatedly found to be unreliable or non-existent. Even Omni's citation to easements fail to support its argument. Omni's claim that an 8-inch main by virtue of its diameter constitutes a transmission main is an argument that flies in the face of Env-DW 407.01, the American Water Works Association (AWWA), and National Fire Protection Association (NFPA) standards that determine diameter based on flow rates and demand. Omni's 8-inch water line is not unique. It supplies both fire protection and potable water to multiple buildings within Omni's property and is not used by other customers. Valves within Omni's property

would have no bearing on the Company's ownership obligations because they do not meet the definition of a curb stop, which is at the property line. Docket No. DW 11-117 previously resolved this dispute. All elements of *res judicata* apply and prohibit Omni's relitigation of this issue. Rosebrook's tariffs clearly and plainly set forth the Company's and its customers' obligations and given that caselaw, Commission orders, and the Commission's own rules dictate that a utility's tariffs govern the relationship between a utility and its customer, Abenaki clearly does not own the 8-inch water line on Omni's private property beyond the curb stop.

WHEREFORE, Abenaki respectfully requests the Commission:

A. Find that Abenaki's Rosebrook tariff does not make it liable for the cost of repairing and maintaining water lines after the curb stop on hotel resort's private property;

B. Deny Omni's request for Abenaki to pay AB Excavating, Inc.'s repair bill; and

C. Grant such other relief as is just and equitable.

Respectfully submitted,

Abenaki Water Company, Inc.

By its Attorney,
NH BROWN LAW, PLLC

Dated: July 14, 2020

By: Marcia A Brown

Marcia A. Brown, Esq.
20 Noble Street
Somersworth, NH 03878
(603) 219-4911/mab@nhbrownlaw.com

Certificate of Service

I hereby certify that a copy of the foregoing reply has been emailed this day to the docket-related electronic service list.

Dated: July 14, 2020

Marcia A Brown

Marcia A. Brown, Esq.

Attachment	Description
Attachment A	Town of Carroll Tax Card Information
Attachment B	Abenaki Response to Staff 1-5 and 2-6; 8-inch Service Line Invoices to Omni
Attachment C	Omni Response to Staff 1-2 and 1-3 including Omni Mount Washington, LLC's NH Secretary of State Annual Report
Attachment D	Docket No. DW 11-117 Documents
Attachment E	Bretton Woods Water Company, Inc. 1974 Tariff Page
Attachment F	MWH Preservation Limited Partnership NH Secretary of State Certificate of Cancellation (December 27, 2006)
Attachment G	Rosebrook Management and Service Agreements
Attachment H	Rosebrook Professional Services Agreement with Omni (2016)
Attachment I	Final Audit Report (May 14, 2013)
Attachment J	Abenaki Supplemental Response to Staff 1-16, Various Articles of Agreement
Attachment K	Abenaki-Rosebrook Current Tariff
Attachment L	Abenaki's Response to Staff 1-7 and 1-20