

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DW 09-267

Lamplighter Mobile Home Park
Investigation as to Whether it is a Public Utility

STIPULATION OF FACTS

On this 26 day of August, 2010, Lamplighter Mobile Home Park, L.P. ("LMHP") and the Petitioners, parties to the above captioned docket and hereinafter referred to collectively as "the Parties," stipulate and agree to the following facts:

1. There are 247 lots in the Lamplighter Mobile Home Park in Conway, New Hampshire ("the Park"). LMHP owns the land and leases the lots in the Park to the residents. The residents own the homes located in the Park. As of this point in time approximately 220 lots are occupied and under lease agreement; that number fluctuates over time. LMHP obtains the water that is provided to residents from the Conway Village Fire District ("CVFD"); that water is run through and metered by two master meters. LMHP owns and maintains the water pipes of the distribution system in the Park up to the point where the service lines emerge from the ground or slab. Each home has an individual water meter which LMHP owns and maintains. Any damage to a water meter caused by a resident's conduct, or failure to comply with any Community Rule, is the responsibility of the resident; all other problems and regular maintenance are the responsibility of LMHP.
2. There are 110 septic systems in the Park. LMHP owns and maintains the septic systems in the Park. Each resident is responsible to keep in good condition and repair at the resident's own expense, all sewer lines and fixtures in and under the home, up to the point where the service lines penetrate the ground or slab; any cost of clogged drains or other sewer problems that are due to any improper actions of the resident, or others for whose actions the resident is responsible, or improper disposal of items in the resident's home, are charged to the resident. LMHP is responsible for all other maintenance and/or replacement costs.
3. There is no other provider of water service to the residents other than LMHP. The only option available to Park residents for water and sewer is through the Park. As of this point in time, the septic systems provided by the Park are the only options available to Park residents for sewer disposal. In so far as water is concerned the residents do not have the option of drilling individual wells or independently obtaining water from a third party. If LMHP hooks the Park up to the Conway Village Fire District (CVFD) sewer system, those residents who are connected will not have the option of hooking up to an alternative sewer system/provider.

4. LMHP installed individual water meters in the Park in 2006 and 2007. The costs associated with the installation of the water meters were paid for by LMHP. Residents were not separately billed for this. The funds for converting to a metered system came from the general operating fund for the Park.
5. In October of 2007 LMHP reduced the flat monthly rent by \$10 a month and began charging residents individually for water based on their usage. Residents currently receive monthly bills that include a flat rate and a metered rate for water used that are separate items on the monthly bill. The base and volumetric water charges are a direct pass through of the charges billed by CVFD. The base charge of \$4,114.00 is passed on to the residents at a rate of \$5.46 per month to each home. This figure was reached by dividing the base fee into a monthly charge (since the base fee is billed quarterly) and then dividing this by 251. 251 represents the 247 total lots (even though only about 220 are occupied), plus the 4 connections used by the Park. The residents are then charged monthly for their individual water usage at the same rate the park is billed (\$.35 per 100 gallons). This monthly charge is based off of meters at each individual home. Attached is a copy of a recent sample bill demonstrating this billing method. Attachment A. Individual water charges do not include any administrative expenses beyond those billed by the CVFD. The water charge is adjusted with 60 days notice based on increases or adjustments by CVFD. All water charges from CVFD that exceed those paid by residents are paid to CVFD from the general operating budget. On August 4, 2010 LMHP wrote to the CVFD to ask if it would take over billing of the water to residents. Attachment B.
6. On July 8, 2008 LMHP and CVFD entered into a Purchase and Sale Agreement ("Agreement") regarding connecting the Park to the municipal sewer system. Attachment C. The land conveyance called for under the Agreement has occurred. The completion of the initial operational capability if the Phase 1 Water and Wastewater Improvements Project described in section 4.A of the Agreement that triggers the one year clock on the requirement to interconnect the front half of the Park to the CVFD municipal sewer has not yet occurred. At this point it is anticipated that it will occur before the end of calendar year 2010. LMHP wrote to CVFD in March of 2010 about the possibility of amending the agreement. Attachment D. In April CVFD wrote back indicating it had no interest in amending the agreement. Attachment E.
7. LMHP is not currently aware of any rule, statute, or regulation which was passed or imposed by any local, state or federal agency or other entity which would have mandated the sewer Project.
8. Increases in the monthly charges at the Park have averaged approximately \$11.70 per year since 2000 (excluding the year rent was decreased since this was offset by the separate billing for water). The individual increases have been as follows: October 2001 \$10 increase (from \$278 to \$288); November 2002 \$12 increase (to \$300); November 2004 \$15 increase (to \$315); January 2006 \$25 increase (to \$340); October 2007 \$10 decrease (to \$330) with water billed separately; January 2009 \$25 increase (to \$355); January 2010 \$30 increase (to \$385). The rent changes from October 2007 through 2010 do not reflect the costs assumed by residents for water consumption.
9. The \$30 a month increase in rents will bring in about \$79,200 a year in additional funds to LMHP. Revenues from the 2010 rents, including the increase in monthly rent, have

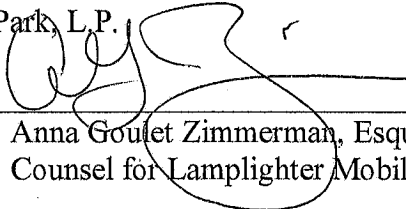
been used, in part, to cover the costs of the sewer project. Specifically, LMHP has spent \$4,641.40 to date in 2010 for plans and engineering work related to the sewer project.

10. Concerns arose among residents over the amount of the January 2010 rental increase and other projected rental increases associated with the sewer project. Those concerns were the genesis of the action filed with the PUC by the residents.
11. LMHP has not made any final determination yet about whether it will proceed with the sewer project, and if so, when and how it will proceed or how residents will be billed for any monthly sewer use charges if it does proceed. However, it is likely that if residents are billed for sewer usage the CVFD would be asked to assume responsibility for such billing. If it does not proceed with the project, LMHP has no plans of refunding any portion of the rent increase implemented in January of 2010. If the project is to proceed LMHP has not yet determined which lots will be hooked up and when that will occur.
12. There are about 85 park residents on the east side of the Park that are not required to be covered by the sewer project under the terms of the Agreement. There are no plans at this point in time to provide sewer service to these residents.

In witness whereof, the Parties signing below have caused this Stipulation to be executed as of the date referenced below.

Lamplighter Mobile Home Park, L.P.

Dated: August 25, 2010 by



Anna Goulet Zimmerman, Esquire
Counsel for Lamplighter Mobile Home Park, L.P.

The Petitioners

Dated: August 26, 2010 by

