

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DW 20-117

HAMPSTEAD AREA WATER COMPANY, INC.

Request for Change in Rates – Step I

**Order Denying Ms. Karen Steele’s Motion for Rehearing of
Order No. 26,809**

ORDER NO. 26,874

August 16, 2023

In this order, the Commission denies Ms. Steele’s motion for rehearing of Order No. 26,809 (April 28, 2023) approving the settlement agreement relating to the Step I rate adjustment for Hampstead Area Water Company, Inc., and provides the Commission’s reasoning behind its decision to deny rehearing. RSA 363:17-b, II; RSA 541:3, 541:5. In doing so, the Commission affirms the Company’s recovery of the Merrimack Source Development Charge through Step I rates, as provided for in the governing settlement agreements and Commission Orders.

I. BACKGROUND

Hampstead Area Water Company, Inc. (HAWC, or the Company) is a public water utility serving approximately 3,700 customers in Hampstead, Atkinson, and other communities in Rockingham County, New Hampshire. HAWC filed a petition for an increase in its permanent water rates on November 24, 2020. On May 9, 2022, HAWC filed, in this instant DW 20-117 docket, a settlement agreement reached with the New Hampshire Department of Energy (DOE), the Office of the Consumer Advocate (OCA), and the Towns of Atkinson and Hampstead on permanent rates (Permanent Rates Settlement). Hearing Exhibit 3. The Permanent Rates Settlement included a provision for two separate adjustments to the approved permanent rates intended to

level out rate impacts to customers (Step I and Step II). These step increases were to be based on capital investments completed in 2020 and 2021, respectively, and the Company's purchase of Merrimack Source Development Charge (MSDC) capacity credits from Manchester Water Works (MWW) in 2020. Following a public hearing on May 11, 2022, the Commission approved the Permanent Rates Settlement, and resultant rates, in Order No. 26,635 (June 2, 2022) (revised on June 10, 2022), including the provisions for Step I and Step II.

On December 19, 2022, HAWC submitted its request for the Step I rate adjustment as provided for in the Permanent Rates Settlement. On January 25, 2023, HAWC, the DOE, and the Town of Atkinson, submitted a settlement agreement pertaining to the proposed rate adjustment for Step I (Step I Settlement). (Certain corrected schedules for the Step I Settlement were submitted on April 19, 2023). *See* Exhibit 20. Following a hearing on April 12, 2023, the Commission issued Order No. 26,809 approving the Step I Settlement on April 28, 2023. In approving the Permanent Rates Settlement and Step I Settlement, the Commission authorized HAWC to, among other things, include the cost of the MSDC in its rate base, with treatment as a capital investment from which HAWC would receive a rate of return, as opposed to a recurring expense not entitled to a rate of return.¹ *See* Order No. 26,635 at 13-14, 18-20; *see also* Order No. 26,809 at 2, 4, and 5-8.

II. MS. STEELE'S MOTION FOR REHEARING

On May 15, 2023, Ms. Karen Steele, a resident of Atkinson to whom intervention in the case was granted by the Commission on April 9, 2021, filed a

¹ The concept of "rate base" is generally understood to be the total value of property upon which a utility is permitted to earn a specified rate of return as established by a regulatory authority, such as the Commission. A utility's rate base generally represents the value of property used by the utility in providing service to the public.

timely motion for rehearing of Commission Order No. 26,809. Mr. Shawn O’Neil, a member of the Danville Board of Selectmen, filed a letter in support of the motion for rehearing the same day. On May 16, 2023, the OCA filed a brief in support of Ms. Steele’s motion, and subsequently filed a position statement on May 22, 2023. HAWC filed a timely objection to the motion on May 22, 2023. On June 14, 2023, the Commission suspended Order No. 26,809, pursuant to RSA 365:21.

Ms. Steele’s motion for rehearing relies on two grounds: (1) that HAWC’s expenditure of \$892,500 in the year 2020 for the MSDC was not “used and useful,” and therefore was ineligible for inclusion in the Step I rates assessed to HAWC customers, because HAWC’s purchase rights to 250,000 gallons per day from the MWW system were not fully exercised by the Company; and (2) that HAWC was under a contractual obligation to purchase 250,000 gallons per day of water from MMW, fully utilizing all 250,000 gallons per day of its MSDC capacity allotment, before using any of its own well/groundwater capacity to supply the Company’s customers—an obligation, Ms. Steele alleges, is not being met.²

III. COMMISSION ANALYSIS

The Commission may grant rehearing or reconsideration for “good reason” when the moving party demonstrates that the decision is “unlawful or unreasonable.” RSA 541:3, RSA 541:4; *see Rural Telephone Companies*, Order No. 25,291 at 9 (November 21, 2011); *see also Eversource Energy*, Order No. 26,079 at 8 (November 29, 2017). Good reason exists if there are matters that the Commission “overlooked or mistakenly conceived in the original decision,” *Dumais v. State*, 118 N.H. 309, 311 (1978) (quotation and citations omitted), or if the movant presents new evidence that could

² In her Motion for Rehearing, Ms. Steele makes frequent reference to HAWC “selling Atkinson’s groundwater,” but also notes, on Page 2 of her Motion, that the HAWC Kent Farm wellfield is actually located in the town of Hampstead.

not have been presented in the underlying proceeding, *O'Loughlin v. N.H. Personnel Comm'n*, 117 N.H. 999, 1004 (1977); *see also Hollis Telephone, Inc.*, Order No. 25,088 at 14 (April 2, 2010). In denying a motion for rehearing, the Commission must provide the reasoning behind its decision. RSA 363:17-b, II.

In considering the proposed Step I, the Commission was required to determine whether the capital assets added by the Company during 2020 were prudent, used, and useful. RSA 378:28. Ms. Steele objects to rate recovery of one item within Step I; the MSDC fee of \$892,500. The MSDC is not associated with HAWC's ownership of any physical infrastructure; instead, it is a payment for water capacity rights from the MWW system to accommodate the needs of the Company's customers. However, as established by the Permanent Rates Settlement, approved by the Commission in Order No. 26,635, and re-established by the Step I Settlement and the terms of Order No. 26,809, the MSDC fee is treated as a type of capital investment for ratemaking purposes, to which Commission review under the above-delineated RSA 378:28 standard also applies. (See discussion below). To determine if recovery is allowed for the MSDC capacity charge, the Commission examines prudence by considering whether the capacity is needed. Furthermore, to establish prudence, the Commission must also determine whether the capacity is used and useful, whether inclusion of the capacity results in a just and reasonable rate base, and whether the resulting rates are just and reasonable. RSA 378:28; RSA 374:2, and RSA 374:7.

As explained below, having reviewed the record in this proceeding, and the arguments put forth regarding Ms. Steele's request for rehearing and the issues presented therein, we conclude that Ms. Steele did not present new evidence, nor did she identify specific matters that the Commission overlooked or mistakenly conceived;

therefore, our rulings in Order No. 26,809 shall remain in effect. In this Order, we address Ms. Steele's arguments, our past rulings and relevant evidence.

A. Shared Regulatory Responsibility over Water Utilities in New Hampshire

The Commission and the New Hampshire Department of Environmental Services (DES) share regulatory responsibilities over public water utilities as defined by the General Court. The Commission regulates the rates of water service for public utilities (RSA 374:2) and approves franchises for public utilities providing water service (RSA 374:22). When the Commission grants a water franchise to a public utility, it recognizes that DES is responsible for ensuring suitability and availability of water supply.

No water company shall obtain the permission or approval of the commission to operate as a public utility without first satisfying any requirements of the department of environmental services concerning the suitability and availability of water for the applicant's proposed water utility. RSA 374:22, III.

DES regulates all public water systems in New Hampshire. RSA 485:1. Public utilities providing water service are considered "public water systems," as are municipal water systems, such as MWW. RSA 485:1-a, V. DES has responsibility for overseeing water infrastructure additions, including the design and capacity of water systems and is required to:

Review the design of proposed public water systems, privately owned redistribution systems, and alterations for existing systems. RSA 485:1(c).

The Commission has considered DES's jurisdiction in relation to HAWC's prior investments in support to the Southern New Hampshire Regional Water Project/Southern Interconnect system, designed to interconnect the MWW and HAWC systems:

In the case of HAWC, DES, on behalf of the [Drinking Water and Groundwater Trust Fund] and using its expertise as the agency charged with "engineering review" and "protection of the public health" with respect to drinking water distribution and storage (RSA 485:8, I and II), has developed a regional plan for

improving water quality and supply for a number of towns in southern New Hampshire, including towns in which HAWC provides service (Hampstead and Atkinson) and towns surrounding HAWC's service territory (Windham, Salem, and Plaistow). We give substantial deference to our sister agency's expertise in determining the need for, and design of, the Tank Project to meet the present and future requirements of HAWC's customers as well as other customers in southern New Hampshire. (Order No. 26,230 (March 29, 2019), at 8 (Order approving HAWC financing petition relating to Southern New Hampshire Regional Water Project investments).

As a result of this shared regulatory responsibility, when the Commission considers the prudence of investments in utility water system facilities, it provides substantial deference to DES in instances where DES has determined that infrastructure additions are needed and when it determines that water supply is not adequate for public water systems.

B. Findings and Rulings Regarding whether the MSDC is Used and Useful

In her motion for rehearing, Ms. Steele noted that a significant portion of the approved Step I rate increase is a result of the MSDC. She argues that HAWC failed to purchase the amount of water required under the Southern New Hampshire Regional Water Interconnection Project Agreement (SIA), and, therefore, the MSDC is not used and useful for the purposes of meeting the RSA 378:28 standard.

Nature of the MSDC

The MSDC is a one-time fee of \$892,500 paid by HAWC to a New Hampshire municipal water utility, MWW. The MSDC was introduced as part of a regional water infrastructure project placed into service designed to move water from the Merrimack River in Hooksett to a number of towns in southeastern New Hampshire. The SIA and the related MSDC Agreement were created under the auspices of the NH Department of Environmental Services (DES). Exh. 22 at 1-2. HAWC's rights and obligations regarding various infrastructure investments, as well as a purchase of future water capacity rights, are set out in the SIA. Exhibit 22.

The record reflects various descriptions of the MSDC. The Settlement Agreement on Permanent Rates, Commission Order No. 26,365, and the Step I Settlement, each refer to the \$892,500 MSDC fee as HAWC's purchase of "[Merrimack] Source Development Charge capacity credits from Manchester Water Works in 2020" which are to be added into HAWC's rate base, with the right to earn a rate of return for the Company. *See, e.g.*, Exhibit 20 at Bates 003.

The SIA, facilitated by DES and signed by HAWC, MWW, and the other project participants, defines the Merrimack Source Development Charge as:

"Merrimack Source Development Charge" or "MSDC" means a capital charge assessed by [Manchester Water Works] in accordance with Manchester Water Works Rules and Regulations, RSA 38:27 and RSA 38:28 for the purpose of constructing, acquiring, improving, enlarging and/or operating the Manchester Water Works' system.

And further defines MSDC capacity as:

"MSDC Capacity" means "capacity reserved for a specific Water Recipient who has paid the associated MSDC."

Exhibit 22 at Bates page 004.

During the hearing on the Step I Settlement, witness testimony described the MSDC Capacity placed into service, along with the fee and its accounting treatment in various ways. HAWC witness Mr. Stephen St. Cyr referred to the MSDC as a purchase of "capacity credits" from MWW. Transcript of April 12, 2023 Hearing (Tr. Apr. 12) at 24. DOE witness Mr. Anthony Leone also referred to the MSDC as HAWC's purchase of [Merrimack] Source Development Charge capacity credits from MWW. Tr. Apr. 12 at 44. Counsel for the DOE referred to the MSDC as analogous to "something like a demand charge," Tr. Apr. 12 at 84, and as an "entry fee." Tr. Apr. 12 at 103. Ms. Steele testified that the MSDC is a fee specific to funding the creation of an additional water source on the Merrimack River. Tr. Apr. 12 at 68-72.

As the Commission regulates the purchaser of the MSDC – in this case HAWC – the Commission interprets the MSDC as the purchase of capacity. From HAWC’s point of view, the MSDC is a one-time payment for reserved capacity which may be used in the future to supplement other water supply sources. When used, HAWC also pays a volumetric charge for the volume of water used. That volumetric charge is separate from the MSDC. As a result, for purposes of reviewing Step I, the Commission finds HAWC’s payment of the MSDC to be a payment for capacity to transport 250,000 gallons of water per day as supplied by MWW. See Exh. 22 at 16.

Prudence and Used and Usefulness of the MSDC

Ms. Steele argues that the \$892,500 MSDC fee is not “used and useful.” According to Ms. Steele, because HAWC is not actually purchasing 250,000 gallons per day, the full \$892,500 is not used and useful.

DOE witness Douglas Brogan, an experienced water engineer, provided his Rebuttal Testimony filed on May 4, 2022, in connection with the hearing on permanent rates in this docket. Specifically, Mr. Brogan addressed Ms. Steele’s testimony regarding excess capacity and the used-and-useful nature of the plant developed in HAWC’s system under the SIA. *See, e.g.*, Rebuttal Testimony of Douglas W. Brogan, generally, at Bates Pages 3-9. Mr. Brogan notes that Ms. Steele’s analysis fails to recognize increases in future demand, either from normal system growth or from a lessening of water use restrictions caused by the availability of water under the SIA. Further, Mr. Brogan indicated that a number of wells serving HAWC would come off-line in the future, causing increased demand on the MSDC capacity. According to Mr. Brogan, HAWC’s installation of infrastructure and purchase of MSDC capacity under the SIA took into consideration the prudence of system design and costs. Mr. Brogan stated that Ms. Steele’s conclusions rely on flawed assessments of overall

supply vs. demand. *See, e.g.*, Rebuttal Testimony of Douglas W. Brogan at Bates Pages 4-5 and 7.

Rulings of Law Concerning MSDC

The parties seeking approval of the Step I Settlement bear the burden of proving the necessity and prudence of the Step I rate increase. RSA 378:8. Before a utility may seek recovery of a long-term capacity purchase, the Commission must first determine that the expense in question is prudent, used, and useful. *See* RSA 374:1, RSA 374:2, RSA 378:5, RSA 378:7 and RSA 378:28.

We disagree that the amount of water used under a capacity reservation determines the prudence or usefulness of that capacity under the RSA 378:28 standard, and other applicable standards. Instead, we judge the prudence of capacity according to whether it is needed for current or future customer needs. *See Appeal of Campaign for Ratepayers Rights*, 145 N.H. 671, 676, *Bell Atlantic*, Order No. 22,942 (May 19, 1998), *Pub. Serv. Co. of N.H.*, Order No. 25,920 (July 1, 2016), and *Pub. Serv. Co. of NH*, Order No. 25,950 (October 6, 2016) at 26.

We judge whether purchased capacity is used and useful by determining whether the capacity was available for use during the purchased time frame. *Id.* We do not find the volume of water purchased under the capacity reservation as determinative of whether the purchased capacity is used and useful. Ms. Steele's argument confuses the contractual agreement to purchase 250,000 gallons per day of water (commodity) with the contractual agreement to provide the means to transport and make available to HAWC 250,000 gallons per day of water from MWW (capacity).

Based on HAWC's 2020 Annual Report, the testimony of DOE and HAWC witnesses, and the testimony and exhibits of Ms. Steele herself, the Commission finds that HAWC purchased water from MWW during the months of August through

December 2020 and that HAWC utilized the capacity purchased via the MSDC in 2020. *See* Tr. Apr. 12 at 56-59; 86-87; 94-106; *see also* Hearing Exhibit 21; HAWC 2020 Annual Report, Schedule S-2 (Water Produced and Purchased) at Page 85, available here: <https://www.puc.nh.gov/Water-Sewer/Annual%20Reports/2020/2020-GasWater-AnnualReport-Hampstead-Area-Water-Company.pdf>

The Commission finds that the MSDC was and remains needed for current and future needs by HAWC. As articulated in the SIA, DES architected the SIA to address “HAWC’s requirement for additional water capacity... [and] to ensure that a flow of safe and reliable drinking water is supplied by MWW and delivered to... HAWC.” Exhibit 22 at 3.

Based on these findings, the Commission affirms our ruling that the MSDC was used and useful under the terms of RSA 378:28, a ruling that was presented in its Permanent Rates Settlement Order, Order No. 26,635 at 18-20, and in the Step I Order at issue, Order No. 26,809 at 7-8 (“...HAWC has demonstrated that the proposed Step I adjustment to permanent rates is necessary and accurately reflects investments that were placed in service and used and useful in 2020, as well as the capacity credits purchases from Manchester Water Works in 2020...”).

Based upon the terms of the SIA, and in deference to DES’s role in architecting the SIA to address the need for additional water capacity in southeastern New Hampshire, as well as the testimony of DOE’s registered engineer, the Commission reaffirms our prior ruling that the 250,000 gallons per day of capacity provided under the MSDC Agreement is and was needed to meet HAWC’s current and future customer needs and would result in just and reasonable rates.

We therefore re-affirm our ruling that HAWC's decision to purchase capacity through the MSDC in 2020 was prudent. *See* Order No. 26,809 at 7-8.

Thus, we affirm our holding in Order No. 26,809 that for the period July 1, 2020 through December 31, 2020, the MSDC was prudent, used and useful, and the proposed recovery by HAWC of the associated costs in Step I was appropriately supported in the record, as further explained above. *See* Exhibit 20 at 30.

C. Enforcement of HAWC's Commitments under the SIA

Ms. Steele further argued that rehearing is warranted because HAWC is inappropriately utilizing water pumped from wells within the Town of Atkinson. According to Ms. Steele, HAWC failed to meet its obligation to purchase water from MWW before pumping water from wells in Atkinson. Ms. Steele argues HAWC's actions injure Atkinson's aquifers and groundwater supply and, by extension, the residents of Atkinson who own private wells. Ms. Steele asserts that the SIA requires HAWC to purchase 250,000 gallons per day of MWW water, Tr. at 56, lines 22-24. Ms. Steele further asserts that HAWC failed to purchase the required amount of water from MWW before it pumped and sold water sourced from wells in Atkinson. Tr. at 56-57. Thus, Ms. Steele seeks rehearing to have the Commission reject the Step I rate adjustment and to direct HAWC to purchase 250,000 gallons per day of MWW water in lieu of utilizing water pumped from Atkinson wells. *Id.*

The Commission took administrative notice of HAWC's 2020 Annual Report. Tr. at 100. HAWC's 2020 Annual Report reflects the Company's purchase of zero gallons of water from January through June and 29,655,000 of gallons of water in the six-month period of July through December 2020, during which operation of the Southern NH Interconnect system was launched. *See* Tr. at 102, lines 10-14. Ms. Steele acknowledged that the water from MWW became operational on August 25, 2020. Tr.

April 12, 2023 at 77. Thus, for the five months in the latter half of 2020 after the initiation of water delivery under the SIA, HAWC's purchase was approximately 78 percent of the 38,250,000 gallons HAWC agreed to purchase under the terms of the SIA, prorated for the five-month period of operation (91,500,000 gallons x 153/366).

The SIA provides:

HAWC shall ensure a 250,000 gallons per day minimum use of Project water calculated as the six (6) month average within the period of January 1 to June 30, and within the six (6) month period of July 1 and December 31, throughout Phase 1 and continuing for the term of the Agreement. SIA at 12.

On its face, this language appears to provide a minimum average volumetric purchase of water. Throughout the SIA, the 250,000 gallons per day figure is also the maximum capacity available to HAWC. MSDC Agreement at 4, 5 and 6. Those terms seemingly would require HAWC to manage its dispatch so that it received exactly 250,000 gallons per day of water over the respective six months periods from MWW. Ms. Steele stated that she approached the City of Manchester to ask that the City enforce this contract term and the City declined to do so. Tr. April 12, 2023 at 70.

Neither Ms. Steele nor HAWC were able to provide any further guidance on the intent of these competing terms at hearing. DOE claimed it was not able to interpret that term of the SIA. Tr. April 12, 2023 at 61-62. HAWC's general manager testified that he met regularly with other parties to the SIA and that those parties did not consider fluctuations in purchases by HAWC a breach of the contract. Tr. April 12, 2023 at 104. HAWC further explained that it dispatches water from roughly 20 different sources and that all sources must be used regularly in order to comply with water sampling and operational requirements. Tr. April 12, 2023 at 98.

The Commission has authority to ensure that all rates HAWC charges to its customers are just, reasonable, and lawful. See RSA 374:2, RSA 378:5, RSA 378:7. Accordingly, HAWC rates that result from the Company's participation in the SIA are

subject to our review and approval. Regarding enforcement of the terms of the Southern Interconnect, the SIA provides:

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit except that the State of New Hampshire, NHDES, the Commission, and the Trust Fund are intended to benefit by this Agreement and may enforce the terms of this Agreement. None of the Parties to this Agreement shall object to such enforcement on the basis of standing. SIA at 19 section 30.

The SIA defines “Commission” as the New Hampshire Drinking Water and Groundwater Trust Fund Advisory Commission and “Trust Fund” as the New Hampshire Drinking Water and Groundwater Trust Fund. Hearing Exhibit 22 at 5. The SIA does not expressly allow this Commission to enforce the terms of the agreement. We need not decide here the extent of our authority to require regulated utilities to comply with the terms of their contractual obligations.

DES is the agency with clear jurisdiction to create and enforce the terms of the SIA. Further, DES is the agency that regulates water quality and water supply. Though it would have been helpful to have DES explain the intent of the minimum and maximum purchase provisions pertaining to HAWC, we can only rely on the record before us, as presented. We do not believe that this issue calls our rate-setting decisions in Orders 26,635 and 26,809 into question.

Findings and Rulings Regarding the SIA

We find that the SIA on its face requires HAWC to purchase a minimum of 250,000 gallons per day using no more than 250,000 gallons per day of capacity from the Southern Interconnect system, averaged over successive six-month periods.

In deference to DES as the regulator of water supply adequacy, we will not determine what level of water purchases by HAWC will avoid a breach of the SIA.

We make no ruling on whether HAWC's use of water from its Atkinson wells is proper. We defer to DES as to questions involving groundwater depletion and appropriate water resource dispatch.

We find that the SIA does not address HAWC's use of its other water resources, and we make no ruling concerning whether HAWC's use of water from Atkinson wells during 2020 conforms with the SIA.

In any event, we have concluded in Order Nos. 26,809 and 26,635 that including the cost of MSDC in rate base, and resultant rates, are just and reasonable under the relevant statutory standards, as discussed above, and the terms of the settlement agreements. Therefore, we affirm this decision.

D. Conclusion


By this order, we deny rehearing of Order No. 26,809, for the reasons delineated herein, and affirm our decisions therein, and those decisions pertaining to the MSDC made in Order No. 26,635. Based on the record as described in this order, we affirm our approval of recovery of the MSDC through Step I and we decline to interpret or enforce the terms of the SIA, in deference to DES's statutory authorities and involvement regarding the creation and purpose of the SIA.

Based upon the above, it is

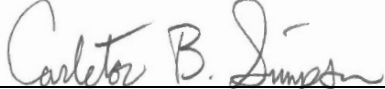
ORDERED, that Ms. Steele's Motion for Rehearing of Order No. 26,809 is **DENIED** as discussed herein; and it is

FURTHER ORDERED, that we re-affirm **APPROVAL** of recovery of the MSDC fee in Step I rates pursuant to the terms of Order Nos. 26,809 and 26,635.

By order of the Public Utilities Commission of New Hampshire this sixteenth
day of August, 2023.



Daniel C. Goldner
Chairman



Carleton B. Simpson
Commissioner

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Docket#: 20-117

Printed: 8/16/2023

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