



Marcia A. Brown
Attorney at Law

Environmental Law ■ Utility Law

March 15, 2023

VIA ELECTRONIC DELIVERY

Daniel C. Goldner, Chairman
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, N.H. 03301

Re: DW 22-040 – Pennichuck Water Works, Inc.-Pennichuck East Utility, Inc.
Petition to Amend Special Contract
Affidavit of Publication and Posting of Commission Order

Dear Chairman Goldner:

Pursuant to the Commission's temporary filing requirements and pursuant to the Commission's Order No. 26,782 issued in this proceeding on March 9, 2023, attached please find affidavits of web posting and newspaper publication of the Commission's order. The Commission's order required posting of the order on the Company's web site no later than March 14, 2023; the Company posted the order on March 9th as is documented in the attached affidavit and Attachment A. The Commission also ordered that its order be published "once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted". The Company had the order published in the Union Leader, which provides physical and online coverage to all areas of the State. Pursuant to the attached affidavit of publication, the order was published on March 13, 2023, before the March 20, 2023 deadline.

Thank you in advance for your assistance with this filing.

Very Truly Yours,

A handwritten signature in black ink that reads "Marcia A. Brown".

Marcia A. Brown

cc: Docket-Related Service List for DW 22-040

UNION LEADER CORPORATION

PO BOX 9555
MANCHESTER, NH 03108

PUBLISHER'S CERTIFICATE

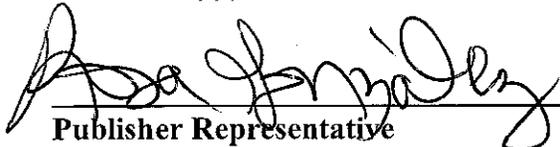
STATE OF New Hampshire} ss:
COUNTY OF Hillsborough}

Personally appeared before the undersigned, a notary public within and for said county and State, **ROSA GONZALEZ** publisher representative of the **New Hampshire Union Leader**, a newspaper published at Hillsborough County, State of New Hampshire who, being duly sworn, state on oath that the advertisement of:

DW 22 - 040 Ad # 21043

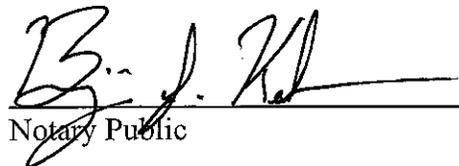
LEGAL PREPAID ACCOUNTS
(Name of Institution)

a true copy of which is hereto annexed, was published in said newspaper on the following dates:
03/13/2023, , ,

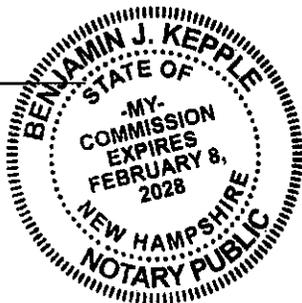


Publisher Representative

Subscribed and sworn to before me this day 03/13/2023



Notary Public



My commission expires: 02/08/2028

(Seal)

Legal Notice

Town of Merrimack Public Hearing

Residents of Merrimack are hereby advised that the Town Council will hold a public hearing to authorize the acceptance and expenditure of up to \$1,471,745.93 for a Radio Infrastructure Grant for the Merrimack Police Department made available through the Department of Justice, Office of Community Oriented Policing Services (COPS), for the purchase of a radio tower, construction of a communications shelter and associated equipment for said grant, pursuant to RSA 31:95-b and Charter Article 8-15. The public hearing will be held on **Thursday, March 23, 2023, at 7:00 PM** in the Matthew Thornton Room located at 8 Baboosic Lake Road in Merrimack. (UL - Mar. 13)

Legal Notice

NOTICE OF MANUFACTURED HOUSING PARK OWNERS SALE

Pursuant to RSA 205-A:4-a Pursuant to RSA 205-A:4-a, Bear View Crossing Cooperative, Inc. will sell at public auction the manufactured housing unit hereafter described:

Description of Manufactured Housing: A certain manufactured housing unit located at 13 Lane Drive, Allentown, Merrimack County, New Hampshire described as follows:

Year: 1998
Brand: Skyline
Series or Model: Oak Manor
Size: 28' x 48'
Serial Number: 0616-0349K

The record owner of the manufactured housing unit is Ronald L. Gendron and Joan D. Gendron by deed dated April 17, 2000 and recorded in the Merrimack County Registry of Deeds at Book 2202, Page 1060. The tract or parcel of land upon which the manufactured housing is situated is owned by Bear View Crossing Cooperative, Inc. by deed dated July 6, 2019 and recorded in the Merrimack County Registry of Deeds at Book 3638, Page 823.

Date, Time and Place of Sale: The sale shall take place on April 6, 2023 at 11:00 a.m. on the Premises.

Terms of the Sale: A deposit of Five Thousand Dollars (\$5,000.00) in the form of cash, certified check, or bank treasurer's check or other check satisfactory to landowner will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a Manufactured Housing Memorandum of Sale immediately after the close of the bidding. The balance of the purchase price shall be paid within forty-five (45) days from the sale date, time being of the essence. The landowner reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The property to be sold at the sale will be sold "AS IS AND WHERE IS" and subject to unpaid taxes, prior liens, or other enforceable encumbrances, whether or not of record, if any, entitled to precedence over the landowner's statutory lien.

Right to Accounting: You are entitled to an accounting of the unpaid indebtedness secured by the collateral that we intend to sell. You may request an accounting by calling Nicholas Kanakis, Esq. at Smith-Weiss Shepard Kanakis & Spony, P.C., 47 Factory Street, P.O. Box 388, Nashua, New Hampshire 03061. (603) 883-1571.

Right to Redeem: Debtors, secondary obligors, or any other secured parties may redeem the above-described manufactured housing unit at any time before the manufactured housing park owner has disposed of the collateral or entered into contract for its disposition by tendering to the undersigned fulfillment of all obligations secured by the manufactured housing unit as well as the expenses reasonably incurred in retaking, holding and preparing the collateral for disposition in arranging for the sale, and to the extent provided for in the Occupancy Agreement, reasonable attorney's fees and legal expenses.

Bear View Crossing Cooperative, Inc.
By its attorneys,
Smith-Weiss Shepard Kanakis & Spony, P.C.
By: Nicholas A. Kanakis, Esq.
47 Factory Street, P.O. Box 388
Nashua, NH 03060
603-883-1571
(UL - Mar. 13, 20, 27)

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Sean T. Brewer and Samantha A. Brewer** to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for Regency Mortgage Corp., dated March 16, 2015 and recorded with the Cheshire County Registry of Deeds in Book 2898, Page 0488, as affected by Loan Modification Agreement as recorded in said Deeds in Book 2985, Page 0812, and as further affected by Extension Modification Agreement as recorded in said Deeds in Book 3215, Page 241, of which mortgage J.P. Morgan Mortgage Acquisition Corp. is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **110 Musterfield Heights Road, Marlow, Cheshire County, New Hampshire** will be sold at a Public Auction at **4:00 PM on March 27, 2023**, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auc-

tion will occur on the Mortgaged Premises.

For mortgagor's title, see deed recorded with the Cheshire County Registry of Deeds in Book 2898, Page 486

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

THE AGENTS FOR SERVICE OF PROCESS ARE:

J.P. MORGAN MORTGAGE ACQUISITION CORP., c/o CT Corporation System, 2 1/2 Beacon Street, Concord, NH 03301 (Mortgagee)

CARRINGTON MORTGAGE SERVICES, LLC, C/O C T CORPORATION SYSTEM, 2 1/2 Beacon Street, Concord, NH 03301 (Mortgagee Servicer)

You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at nhbd@banking.nh.gov

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 800-437-5991. THE HOTLINE IS A SERVICE OF THE NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 (\$5,000.00) by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in a certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

J.P. Morgan
Mortgage Acquisition Corp.
Present holder of said mortgage,
by its Attorneys
Susan W. Cody
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
(978) 256-1500
CGG 23-042031 Brewer

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Alice S. Bacon, Trustee of the Bacon Trust of 1993** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for American Advisors Group, dated August 15, 2020 and recorded in the Merrimack County Registry of Deeds in Book 3697, Page 1566, (the "Mortgage"), which mortgage is held by Carrington Mortgage Services, LLC, the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell at:

Public Auction
on
April 19, 2023
at
12:00 PM

Said sale being located on the mortgaged premises and having a present address of 480 Pembroke Street, Pembroke, Merrimack County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Merrimack County Registry of Deeds in Book 1951, Page 1696.

NOTICE
PURSUANT TO NEW HAMPSHIRE

SHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The address of the mortgagee for service of process is 14 Centre Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is Lawyers Incorporating Service.

You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on February 23, 2023.

By its Attorney,
Nicholas J Danforth
Harmon Law Offices, P.C.
PO Box 610389
Newton Highlands, MA 02461
617-558-0500
23017

(UL - Feb. 27; Mar. 6, 13)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Jamie St. Jean and Gerald G. St. Jean** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. and now held by **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2006-20** (the "Mortgage"), said mortgage dated September 26, 2006, and recorded with the Merrimack County Registry of Deeds in Book 2932 at Page 418 (the "Mortgage"), pursuant to and for breach of the conditions in said Mortgage and for the purpose of foreclosing the same will be sold at:

Public Auction
On

April 25, 2023 at 1:30 PM
Said sale to be held on the mortgaged premises described in said mortgage and having a present address of 21 South Bow Dumbarton Road, Bow, Merrimack County, New Hampshire.

NOTICE
PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

YOU ARE ALSO NOTIFIED THAT THE ADDRESS OF THE MORTGAGEE FOR SERVICE OF PROCESS IS: 1761 East St. Andrew Place Santa Ana, CA 92705-4934. THE NAME OF THE MORTGAGEE'S AGENT FOR SERVICE OF PROCESS IS: Ronald Reyes - Vice President.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call. The contact information for the New Hampshire banking department is 53 Regional Drive, Suite 200, Concord, NH 03301, with an email address of nhbd@banking.nh.gov.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE
A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be

required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within sixty (60) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale.

Dated at Farmington, CT on February 22, 2023.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2006-20 By its Attorney,
/s/ Christopher I. Henry, Esq.
Christopher I. Henry, Esq.
Bendett & McHugh, P.C.
270 Farmington Avenue, Ste. 151
Farmington, CT 06032
(860) 677-2868
(UL - Feb. 27; Mar. 6, 13)

Legal Notice

STATE OF MAINE YORK, SS. MAINE SUPERIOR COURT LOCATION: ALFRED CIVIL ACTION DOCKET NO: RE 2023-13 Benjamin G. Roper of Saco, Maine, Plaintiff

v.
Dean J. Smart, as Successor Trustee of the William J. Smart Realty Trust, of Nashua, New Hampshire, Defendant ORDER FOR SERVICE BY PUBLICATION TITLE TO REAL ESTATE IS INVOLVED

THIS cause comes to be heard on the Motion for Service by Publication of the Plaintiff's attorney, Jonathan M. Flagg, Esquire, whose office is at 93 Middle Street, Portsmouth, New Hampshire, for Service by Publication upon the Defendant, Dean J. Smart, Successor Trustee of the William J. Smart Realty Trust, of a Complaint to Quiet Title by Civil Action and states as follows:

This action is based on a Warranty Deed from William J. Smart Revocable Trust, Dean J. Smart, Successor Trustee to Jonathan D. Stewart dated April 25, 2013 and recorded in the York County Registry of Deeds in Book 16586, Page 765 on April 29, 2013. The grantor should have been William J. Smart Realty Trust, Dean J. Smart, Successor Trustee and has created a cloud on the title of 13 Bay Avenue, Saco, Maine (hereinafter the "property").

The Defendant, Dean J. Smart, Successor Trustee of the William J. Smart Realty Trust is unable to be located and therefore unable to execute a corrective deed to clear a cloud on the title of the property. The Plaintiff, Benjamin G. Roper, the current owner of the property, has filed a Complaint to Quiet Title by Civil Action against the Defendant, Dean J. Smart, Successor Trustee of the William J. Smart Realty Trust, in the York County Superior Court.

This Court finds that the address of the Defendant, Dean J. Smart, Successor Trustee of the William J. Smart Realty Trust unknown and cannot be ascertained by reasonable diligence, and that the Defendant, Dean J. Smart, Successor Trustee of the William J. Smart Realty Trust cannot with due diligence be served by any other prescribed method.

The Plaintiff, Benjamin G. Roper has begun a lawsuit against the Defendant in the Superior Court, which holds sessions at Alfred, in York County. The last known domicile of the Defendant is in the State of New Hampshire. If the Defendant wishes to oppose this lawsuit, the Defendant or the Defendant's attorney must prepare and serve a written Answer to the Complaint within 41 days from the date this Order For Service By Publication was first published in The Union Leader, a New Hampshire newspaper. The Defendant or the Defendant's attorney must serve the Defendant's Answer, by delivering a copy of it in person or by mail to the Plaintiff's attorney, whose name and address is as follows: Jonathan M. Flagg, Esquire, FLAGG LAW, PLLC, 93 Middle Street, Portsmouth, N.H. 03801. The Defendant or the Defendant's attorney must also file the original of the Defendant's Answer by mailing it to the following address: Clerk of the Superior Court, PO Box 160, Alfred, Maine 04002 before, or within a reasonable time after, it is served.

IMPORTANT WARNING IF THE DEFENDANT FAILS TO SERVE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER THE DEFENDANT'S ANSWER, THE DEFENDANT FAILS TO APPEAR AT ANY TIME THE COURT NOTIFIES THE DEFENDANT TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST THE DEFENDANT IN THE DEFENDANT'S ABSENCE FOR THE RELIEF DEMANDED IN THE COMPLAINT. IF THE DEFENDANT INTENDS TO OPPOSE THIS LAWSUIT, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If the Defendant believes the Plaintiff is not entitled to all or part of the claim set forth in the Complaint or if the Defendant believes the Defendant has a claim of their own against the Plaintiff, the Defendant should talk to a lawyer. If the Defendant feels he/she/they cannot afford to pay a fee to a lawyer, the Defendant may ask a Clerk of the Superior Court for information as to places where the Defendant may seek legal assistance.

The time for Plaintiff to complete service is extended to 90 days from completion of publications set forth below.

It is hereby ORDERED that this Order be published in the

Union Leader, a statewide daily newspaper published in Manchester, Hillsborough County, New Hampshire, once a week for three successive weeks, with the first publication being within 30 days of the date of this Order.

Dated at Alfred, Maine March 1, 2023.

/s/ Wayne Douglas
Judge, Superior Court
(UL - Mar. 13, 20, 27)

Legal Notice

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DW 22-040 PENNICHUCK WATER WORKS, INC. Petition for Approval of Amendments to Special Contract with Pennichuck East Utility, Inc. ORDER NISI APPROVING SPECIAL CONTRACT AMENDMENTS Q R D E R N O. 26.782 March 9, 2023

In this order, the Commission approves retroactive amendments to a special contract for wholesale water supply between Pennichuck Water Works, Inc. (PWW, or the Company) and Pennichuck East Utility, Inc. (PEU).

On June 28, 2022, PWW filed a petition (Petition) for approval to amend its existing wholesale supply contract with PEU, with amended rates retroactive to July 1, 2021, based on PEU's increased requirements. The New Hampshire Department of Energy (DOE) filed an appearance on July 18, 2022. The Office of the Consumer Advocate filed a letter of participation on August 1, 2022. No petitions to intervene were filed. A prehearing conference was held on September 28, 2022. On December 14, 2022, PWW filed a settlement agreement (Settlement) among and between PWW, PEU, and DOE. No objections were filed to the Settlement.

All docket filings, other than any information for which confidential treatment is requested or granted by the Commission, are available on the Commission's website at www.puc.nh.gov/Regulatory/Docketbk/2022/22-040.html.

I. PETITION

In its Petition, PWW requested approval pursuant to RSA 378:18 to amend its special contract with PEU for wholesale water supply. In support of its Petition, PWW filed the direct testimony of Chief Operating Officer Donald L. Ware with supporting attachments, including a statement of special circumstances (DLW-4); financial information in support of the contract, including a cost-of-service study (COSS) prepared by PWW's consultant, Raftelis Financial Consultants (Raftelis) (DLW-1), and copies of the existing contract and the proposed amended contract.

PWW's existing contract with PEU was approved on August 23, 2017, in Docket No. DW 17-071, by Order No. 26,049, for an initial term of twenty years (from October 10, 2018, to October 9, 2038), with automatic renewals for two successive five-year terms. At that time, PEU had a contract with the Town of Hudson (Hudson, or the Town) for the right to 15 percent of the water produced from the Dame and Ducharme wells (Twin Wells) in Hudson, or approximately 118,000 gallons per day (GPD). Testimony of Donald L. Ware at 5-6.

PWW now seeks approval of retroactive amendments to the contract based on PEU's increased water requirements, due to the contamination of the Twin Wells and the resulting higher cost to obtain water from Hudson. Petition at 3; Testimony of Donald L. Ware at 6-7. The proposed amendments would continue PWW's agreement to supply water to PEU under amended terms. Petition at 2-3. The increased supply from PWW will permit PEU to continue to serve its customers in Litchfield Londonderry, Pelham, and Windham customers at reasonable rates. *See, e.g., Settlement, Attachment A at 2.*

II. SETTLEMENT AGREEMENT

The Settlement notes the changed circumstances precipitating PEU's stated need for increased water requirements from PWW, and the consequent change in PWW's costs to provide that supply. *See Settlement at 3-4.* The revised contract, as presented by the Settlement at Attachment A, includes amendments to volumetric rates to be provided by PWW to PEU, and corresponding changes in the rates to be charged by PWW for that supply to PEU. PWW agreed to reconcile the current contract rates and the amended rates for the term of July 1, 2021, to the date of Commission approval of the proposed amendments, and that reconciliation will be reviewed by DOE, with any over-collection credited back to PEU. Settlement, Section D.1, at 8. PWW, PEU, and DOE reached agreement that the proposed amendments will have no detrimental effect on other ratepayers. Settlement, Section D.1 at 8. PWW, PEU, and DOE further agreed that the proposed amendments to the current contract are necessary to provide appropriately priced water service to PEU under the terms of the amendments, and that the amendments do not shift costs to ratepayers or affect PWW's current tariff rates. Settlement, Section D.6 at 10.

III. COMMISSION ANALYSIS

Pursuant to RSA 378:18, the Commission may, by order, permit a utility to charge rates that depart from a utility's standard tariff when special circumstances exist "which render such departure from the general schedules just and consistent with the public interest". *See, e.g., Pennichuck Water Works, Inc., Order No. 26,756 (January 6, 2023)* (approval of special contract for bulk water supply to the Town of Hudson to remedy lack of adequate supply and to account for costs to provide increased supply).

The statement of special circumstances (Statement) provided in support of the amended contract makes note of a 33 percent

increase in the volume of water drawn, rendering PEU as PWW's third largest user. The Statement further notes that the new, proposed contract rates are based on an updated cost of service study for PWW's costs to provide service to PEU, and that PEU has its own storage and therefore does not create a high peaking factor on its usage.2 In addition, the revised contract includes: a guaranteed annual purchase of at least 195,187 hundred cubic feet (CCF) equivalent to an average daily flow of 0.40 million GPD; an amended base monthly fixed fee of \$16,081.55, which is approximately 59% greater than PWW's current monthly fixed fee of \$10,101.00; an amended monthly volumetric charge of \$0.9161, which is approximately 27.5% lower than the current monthly volumetric charge of \$1.2635; an amended monthly fixed meter charge of \$78.33 per month, which is 102 percent greater than the current charge; an amended limit on daily maximum usage of 650,000 GPD and a minimum annual purchase volume of 400,000 GPD, with an obligation to pay the difference if the minimum falls below that amount. *See Settlement, Attachment A.*

Based on the record before us, we find that the special contract proposed in this proceeding by PWW and PEU, as supported by the testimony of Mr. Ware and amended by the Settlement reached between PWW, PEU, and DOE, meets the applicable statutory standards for approval. We therefore approve the new contract for retroactive effect from July 1, 2021, until October 9, 2028, with two automatic extensions of five-year terms unless written notice is delivered by PEU to PWW no later than six months prior to the conclusion of the then-existing term. In approving this contract, we expect both PWW and PEU to seek and consider any further steps that may be warranted to lower costs and to avoid the potential shifting of fixed costs to other PEU customers.

Because we find that the contract meets applicable statutory requirements, we issue this decision by order nisi, effective April 10, 2023b.

Based upon the foregoing, it is hereby

ORDERED NISI, that, subject to the effective date of this order, the new special contract between PWW and PEU, as presented and supported by the Settlement filed on December 14, 2023, is hereby **APPROVED** to take effect beginning July 1, 2021, as set forth herein above; and it is **FURTHER ORDERED**, that the request of PWW to terminate its existing special contract with PEU, upon implementation of the new contract approved herein, is **GRANTED**; and it is **FURTHER ORDERED**, that PWW shall file a fully signed version of the approved new contract within 30 days of the effective date of this Order Nisi; and it is **FURTHER ORDERED**, that PWW shall cause a copy of this Order Nisi to be published on its company website no later than March 14, 2023, and once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to be no later than March 20, 2023, and to be documented by affidavit filed with the Clerk's Office on or before April 5, 2023; and it is

FURTHER ORDERED, that all persons interested in responding to this Order Nisi be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than March 27, 2023, for the Commission's consideration; and it is **FURTHER ORDERED**, that that any party interested in responding to such comments or request for hearing shall do so no later than noon on April 3, 2023; and it is

FURTHER ORDERED, that this Order Nisi shall be effective on April 10, 2023, unless the Petitioner fails to satisfy the publication obligations set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date, in which case the existing contract shall extend until all requirements and actions noted herein are effectuated.

By order of the Public Utilities Commission of New Hampshire this ninth day of March, 2023.

Pradip K. Chattopadhyay
Commissioner
Carleton B. Simpson
Commissioner

1 PEU provides water service to approximately 8,251 customers throughout New Hampshire, including the towns of Atkinson, Barnstead, Bow, Chester, Conway, Derry, Exeter, Hooksett, Lee, Litchfield, Londonderry, Middleton, Pelham, Plaistow, Raymond, Sandown, Tilton, Weare, and Windham. Petition at 2.
2 While accounting for costs specifically attributable to the special contract customer, PWW relied on the same COSS model and scenario to recalculate and amend terms in its special contract with the Town of Hudson in Docket No. DW 22-029. See Settlement at Attachment B, Part 1 at page 5.
(UL - Mar. 13)

Legal Notice

"Public Notice"

Daimler Trust, with a principal place of business at 35555 W. Twelve Mile Rd., Suite 100, Farmington Hills, MI 48331, hereby gives notice that as of January 31, 2023 it has ceased conducting business as a Motor Vehicle Sales Finance Company in New Hampshire and has surrendered its license(s) to the New Hampshire Bank Commissioner as of January 31, 2023. For information about pending transactions, contact Steven Poling at 35555 W. Twelve Mile Rd., Suite 100, Farmington Hills, MI 48331, and (248) 991-6632. (UL - Mar. 13, 20)

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

Docket DW 22-040

Pennichuck Water Works, Inc.- Pennichuck East Utility, Inc.

AFFIDAVIT OF WEB POSTING

I, Jay Kerrigan, Regulatory/Treasury Financial Analyst for Pennichuck Water Works, Inc. (PWW) hereby certify that Order No. 26,782 issued by the New Hampshire Public Utilities Commission on March 9, 2023, has been published and otherwise displayed on the Companies' web page. Please see the attached screen capture of the posting (Attachment A).

The attached Attachment A is a true and accurate copy of the notice and order posted and viewable on the Company's website.

Signed as of this 10th day of March, 2023.

By


Jay Kerrigan
Regulatory/Treasury Financial Analyst

WHAT'S NEW

[Pennichuck Water Works – Petition for Approval of Amendments to Special Contract with Pennichuck East Utility](#)

The State of New Hampshire Public Utilities Commission approves retroactive amendments to a special contract for wholesale water supply between Pennichuck Water Works, Inc. and Pennichuck East Utility, Inc.

[See Order Here](#)

2:29 PM
3/9/2023