Marcia A. Brown *Attorney at Law*



Environmental Law

Utility Law

June 21, 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 22-085, Pennichuck Water Works, Inc.-Merrimack Village District Petition for Approval of Special Contract Affidavit of Publication

Dear Chairman Goldner:

Pursuant to the Commission's temporary filing requirements and pursuant to the Commission's Order dated June 14, 2023, attached please find affidavits for having published the Commission's order in the Union Leader on June 19, 2023 and for posting the order on the Company's website on June 14, 2023.

Thank you in advance for your assistance with this filing.

Very Truly Yours,

Mauria & Brown

Marcia A. Brown

Enclosure: Affidavit of posting, affidavit of publication cc: Docket-Related Service List for DW 22-085

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: DEU 22 - 085
LEGAL PREPAID ACCOUNTS
(Name of Institution)

(Name of Institution)

a true copy of which is hereto annexed, was published in said newspaper on the following dates: 06/19/2023, ...,

lisher Representative

Subscribed and sworn to before me this day 06/19/2023

My commission expires

(Seal)



Legal Notice

NOTIFICATION OF AQUATIC TREATMENT Long Pond - Danville, NH

S Litude Lake Management has been contracted by the Dan-ville Long Pond Protective Association to chemically treat portions of Long Pond in Danville, for control of non-native fanwort. Portions will be treated with the USE-PA/State registered herbicide Flumigard SC (Flumioxazin), EPA Registration Number 81927-78 on or about Wednesday, June 28 2023, in accordance with Special Permit SP-212, issued by the NH Division of Pesticide Control.

The following temporary water use restrictions will be imposed on the day of treatment:

• No swimming for 6 hours following treatment, within 200 feet of treated areas

· There are no drinking restrictions

• Treated water shall not be used to irrigate turf and landscape ornamentals, for a period of two (2) days post-treatment, or to irrigate ornamentals grown for production in greenhouse and/or nursery or used to irrigate food crops for a period of five (5) days post-treatment

• These restrictions apply to all intakes within 200 feet of the treatment area, and to all wells within 50 feet of shoreline that itself is within 200 feet of a treatment area. Contact Pete Beis-ler at S Litude Lake Management, 590 Lake Street, Shrewsbury, MA 01545, Telephone 866-480-1271, email <u>NewHampshire@Solitude</u> <u>Lake.com</u> for information on the release dates of these restrictions or for additional information on the irrigation restrictions.

The shoreline will be posted with signs warning of the temporary water use restrictions that will be imposed, immediately prior to treatment. If you have any questions concerning this treatment, contact S Litude Lake Management using the information above. (UL - June 19, 26)

Going Online? See more public notices at www.unionleader.com

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by Julian M. Acciard, Carley Bright-Acciard ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Research Center, LLC dba Veterans United Home Loans, dated March 14. 2018 and recorded in the Rockingham County Registry of Deeds in Book 5898, Page 1514, (the "Mortgage"), which mortgage is held by Freedom Mortgage Corporation, the present holder of said Mort-gage, pursuant to and in execu-tion 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 July 28, 2023 at 3:00 PM

Dated at Newton, Massachusetts, on June 5, 2023. Freedom Mortgage Corporation By its Attorney, Autumn Sarzana Harmon Law Offices, P.C. PO Box 610389

Newton Highlands, MA 02461 617-558-0500 21146

(UL - June 12, 19, 26)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by Russell E. Brown, Valerie Louise Brown ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for BNC Mortgage, Inc., dated December 6, 2005 and recorded in the Belknap County Registry of Deeds in Book 2251, Page 282, (the "Mortgage"), which mortgage is held by U.S. Bank National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass Through Certificates, Series 2006-BNC1, the present holder of Series 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 July 31, 2023

at 5:00 PM

Said sale being located on the mortgaged premises and having a present address of 15 Brigham Street, Laconia, Belknap County,

New Hampshire. The premises are more particularly described in the Mortgage. For mortgagor's(s') title see

deed recorded with the Belknap County Registry of Deeds in Book 1432, Page 149

NOTICE PURSUANT TO NEW HAMP-SHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-GAGED PREMISES ARE SITU-ATED, 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 10 Ferry Street Suite 313, Concord, NH 03301 and the name of the mortgagee's agent for service of process is Corporation Service Company d/b/a Lawyers Incorporating Service.

You can contact the New Hampshire Banking Department by e-mail at <u>nhbd@banking.nh.gov</u>. 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 enti-tled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to

mortgage shall control in the event of an error in this publication. ty, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s') title see deeds recorded with the Cheshire County Registry of Deeds in Book 3200, Page 777 and Book 2799, Page 53.

NOTICE PURSUANT TO NEW HAMP-SHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-GAGED PREMISES ARE SITU-ATED, 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 <u>nhbd@banking.nh.gov</u>. 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 no-

tice, 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 announce-ment 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 June 5, 2023. Finance of America Reverse LLC By its Attorney,

Nicholas J Danforth Harmon Law Offices, P.C. PO Box 610389 Newton Highlands, MA 02461

617-558-0500 23833

(UL - June 12, 19, 26)

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DW 22-085

PENNICHUCK WATER WORKS, INC. Petition for Approval of Special Contract with Merrimack Village District, Inc.

Order Nisi Approving Special Contract

ORDER NO. 26,848

June 14, 2023

In this order, the Commission approves a special contract for the wholesale supply of water from Pennichuck Water Works, Inc. (PWW) to Merrimack Village District Water Works (MVD).

On December 16, 2022, PWW filed a petition for approval of a special contract with MVD for the wholesale supply of water; on April 5, 2023, PWW filed an amended petition (Petition). The New Hampshire Department of Energy (DOE) filed an appearance on December 21 2022. The Office of the Consumer Advocate did not enter an appearance in the docket, and no petitions to intervene were filed. A prehearing conference was held on April 5, 2023; a Post-Prehearing Conference Order was issued April 17, 2023 (Post-PHC Order). On April 26, 2023, PWW filed a settlement agreement (Settlement) between PWW, MVD and DOE (Settling Parties). No objections were filed to the Petition or Settlement.

All docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, are available on the Commission's website at www.puc.nh.gov/Regulatory/Docketbk/2022/22-085.html.

L BACKGROUND

In its Petition, PWW requested approval pursuant to RSA 378:18 to deviate from its general tariff and to enter into a special contract with MVD for wholesale water supply. Amended Petition at 1. In support of its Petition, PWW prefiled the direct testimonies of PWW Chief Operating Officer Donald L. Ware and MVD Superintendent Ronald Miner, Jr., with supporting attachments, including a statement of special circumstances (DLW-3); financial information, including a cost-of-service study (COSS) prepared by PWW's consultant, Raftelis Financial Consultants (Raftelis) and provided in PDF and live workbook formats (DLW-1); and copies of both the existing 2004 contract and the proposed amended 2023 contract (DLW-2).

MVD, a village district governed by the provisions of RSA Chapter 38 and RSA Chapter 52, manages over 7,500 water service connections to residential, municipal, commercial, and industrial properties served by its own water facilities sourced from six large wells. Amended Petition at 1. MVD's service area covers more than 87 percent of the Town of Merrimack, and it owns, services, and maintains approximately 930,800 feet (roughly 176 miles) of water mains, and a per- and polyfluoroalkyl substances (PFAS) treatment plant. *Id.* MVD's system is interconnected with PWW's system to permit PWW to provide a second source of water supply in the event one or more of MVD's wells are not operational or become contaminated.

Through its existing interconnection with PWW's system, MVD has obtained approximately 50 percent of its water during the Amended Petition at 2. In Docket No. DW 21-134, the Commission approved an emergency special contract for PWW to provide water supply to MVD while MVD constructed PFAS treatment facilities for a number of its existing wells; that contract expired on December 31, 2022. See Settlement at 3, citing Order No. 26,597 (March 25, 2022) issued in Docket No. DW 21-134.

MVD currently purchases water supply from PWW on an as-needed basis at General Metered Customer tariffed rates. See Direct Testimony of Donald Ware at 4, lines 17-21. The rates MVD paid under the now expired Emergency Special Contract approved by the Commission on March 25, 2022, in Order No. 26,597, recovered PWW's variable cost of water production, but did not include any contribution by MVD toward PWW's general and administrative costs or toward the capital invested by PWW to provide water to MVD.

As a result, PWW determined that continuing to charge MVD rates based on PWW's variable cost of producing water for MVD would not be just and reasonable and would result in the subsidization of MVD's usage by PWW's General Metered customers. *Id.* at 5, lines 16-24. The rates and terms proposed in the new special contract, are based on the COSS prepared for PWW by Raftelis. See Direct Testimony of Donald L. Ware at 7, lines 7-11.

II. SETTLEMENT TERMS

The terms of the proposed contract agreed to by PWW, MVD, and DOE in the Settlement include:

Term	Proposed Contract
Annual Demand Charge	\$15,143.13 monthly (or \$181,718 per annum)
Volumetric Rate	\$0.9403/CCF (base rate based on COSS expenses and plant investment associated with DW 19-084)
Minimum Monthly & Annual Purchase	121,992 CCF per Contract Year (250,000 GPD or 10,166 CCF per month)
Maximum Daily Demand ¹	500,000 GPD
Peak Draw	347 Gallons per Minute
Monthly Fixed Meter Charge (based on a 6-inch meter)	\$78.33 per month
Term	3-year Initial Term (9/1/23 to 8/31/26) and (3) one-year auto renewals
Stub Year	Refers to the term between the requested June 1, 2023 effective date and September 1, 2023 start of the first Contract Year of the Initial Term. Usage in the Stub Year will be counted toward the usage credit for the first Contract Year

mortgaged premises and having a present address of 128 North Shore Road, Derry, Rockingham County, New Hampshire. The premises are more particularly described in the Mortgage.

Said

For mortgagor's(s') title see deed recorded with the Rockingham County Registry of Deeds in Book 5898, Page 1512.

NOTICE

PURSUANT TO NEW HAMP-SHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORT-GAGED PREMISES ARE SITU-ATED, 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 9 Capitol Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is C T Corporation.

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 Mort-gage. 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

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 attor-ney. 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 June 6, 2023.

U.S. Bank National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2006-BNC1 By its Attorney, Autumn Sarzana Harmon Law Offices, P.C. PO Box 610389 Newton Highlands, MA 02461 617-558-0500 16938

(UL - June 12, 19, 26)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Charles Wagar** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for American Advisors Group, dated December 15. 2021 and recorded in the Cheshire County Registry of Deeds in Book 3200, Page 780, (the "Mortgage"), which mortgage is held by Finance of America Reverse 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 July 31, 2023 at

4:00 PM

Said sale being located on the mortgaged premises and having a present address of 567 Washington Street, Keene, Cheshire Coun

The Settlement notes that the PWW and MVD systems are interconnected, and that both PWW and MVD have made investments in plant to support the interconnection. See Settlement at 2; see also Statement at $\P3$ (MVD paid for the entire cost of constructing the existing interconnection). The interconnection permits PWW to provide MVD with supplemental water supply on an as-needed basis at retail rates when one or more of its wells are out of service or during periods of heavy summer usage by MVD customers. Settlement at 3, citing Testimony of Ronald Miner, Jr. at 2, lines 17-19. According to the Settlement, the proposed special contract will permit MVD to meet its maximum daily demands, while MVD develops other sources of water supply within its system, and thereby provide a more reliable option for water supply than is currently available. Id., citing Testimony of Ronald Miner, Jr. at 6, lines 6-9.

The Settling Parties assert that, there is no subsidy from PWW's other customers caused by the terms of the proposed special contract. According to the Settling Parties, the COSS is a direct assessment of cost causation and PWW's costs to provide the service to MVD. The rates in the proposed special contract reflect costs from current conditions and ensure that no subsidies occur between the entities. Settlement at 6.

III. COMMISSION ANALYSIS

Unless precluded by law, disposition may be made of any contested case at any time prior to the entry of a final decision or order. RSA 541-A:31, V(a). Pursuant to N.H. Admin. R., Puc 203.20(b), the Commission shall approve the disposition of any contested case by stipulation if it determines that the result is just and reasonable and serves the public interest. The Commission encourages parties to settle disagreements through negotiation and compromise because it is an opportunity for creative problem solving, allows parties to reach a result in line with their expectations, and is often a better alternative to litigation. Hampstead Area Water Company, Inc., Order No. 26,131 at 3 (May 3, 2018). Nonetheless, the Commission cannot approve a settlement, even when all parties agree, without independently determining that the result comports with applicable standards. Id.

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 proposed contract highlights MVD's need for backup wholesale water supply in the event of contamination of its own wells or the potential inoperability of the wells. The Settling Parties agree that special circumstances exist justifying a special contract for wholesale water supply to MVD. Settlement at 9. Based on these facts the Commission finds that special circumstances exist in support of a special contract with MVD.

The Settling Parties state that the proposed contract rates appropriately account for the updated cost of service study, the need for MVD's contribution to fixed costs, and the investments MVD made to establish the interconnection with PWW. See, e.g., Direct Testimony of Donald L. Ware at 6-7 and 9-10; and Settlement at 2-4. The Commission therefore finds that the terms of the special contract are just and reasonable

The Commission approves the special contract for effect from September 1, 2023, until August 2026, with three automatic renewals of one-year terms unless either party provides written notice to the other party of its intention to terminate consistent with the terms of the contract. The Commission further approves the use of a "stub year" for purposes of calculating carry-over credits for MVD from June 1, 2023, through August 31, 2023, in the event MVD requires wholesale water supply during that period, prior to the start of the Initial Term of the new contract. In the event MVD invokes this provision, it shall file notice in this docket within 10 days of such a decision, supported by an explanation for the requested supply. In approving this contract, we expect both PWW and MVD to seek and consider any further steps that may be warranted to lower costs.

Because we find that the contract meets applicable statutory requirements and the record is sufficient to support our approval, we issue this decision by order Nisi, effective July 13, 2023.

Based upon the foregoing, it is hereby

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ORDERED *NISI*, that, subject to the effective date of this order, the new special contract between PWW and MVD, as presented and supported by the Settlement filed on April 26, 2023, is hereby **APPROVED** to take effect beginning September 1, 2023, with water delivery to begin for the stub year on the effective date, as set forth herein above; 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 June 15, 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 June 23, 2023, and to be documented by affidavit filed with the Clerk's Office on or before July 10, 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 June 30, 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 July 7, 2023; and it is

FURTHER ORDERED, that this Order Nisi shall be effective on July 13, 2023, unless the Petitioner fails to satisfy the publication and notice 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 fourteenth day of June, 2023.

iel C. Goldner	Pradip K. Chattopadhyay
Chairman	Commissioner

Carleton B. Simpson Commissioner

As noted above, water taken for non-training firefighting purposes or wheeled by PWW through MVD's system to PWW's Bedford customers in Cabot Preserve, Greenfield Farms, and Parker Ridge subdivisions will not be counted toward the Maximum Daily Demand.

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

Docket DW 22-085

Pennichuck Water Works, Inc.- Merrimack Village District Special Contract

AFFIDAVIT OF WEB POSTING

I, Jay Kerrigan, Manager of Regulatory Affairs for Pennichuck Water Works, Inc. (PWW) hereby certify that the Commission's order dated June 14, 2023 was published and otherwise displayed on the Companies' web page effective June 14, 2023. Please see the attached screen capture of the posting.

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 20th day of June, 2023.

By Jay Kerrigan

Manager of Regulatory Affairs

WHAT'S NEW Pennichuck Water Works – Petition for Approval of Special Contract with Merrimack Village District, Inc. In this order, the commission approves a special contract for the wholesale supply of water from Pennichuck Water Works, Inc. to Merrimack Village District Water Works.