



Marcia A. Brown
Attorney at Law

Environmental Law ▪ *Utility Law*

February 2, 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 22-070 – Pennichuck Water Works, Inc.-Town of Milford Special Contract
Affidavit of Publication

Dear Chairman Goldner:

Pursuant to the Commission's temporary filing requirements and pursuant to the Commission's Order No. 26,763 approving the special contract between Pennichuck Water Works, Inc. and the Town of Milford, attached please find affidavits of publication and tear sheets from the Union Leader and The Telegraph. The Company also posted the Commission's order on its website. This satisfies the publication requirement specified in the Commission's order.

Thank you in advance for your assistance with this filing.

Very Truly Yours,

A handwritten signature in cursive script that reads "Marcia A. Brown".

Marcia A. Brown

cc: Docket-Related Service List for DW 22-070

UNION LEADER CORPORATION

PO BOX 9555
MANCHESTER, NH 03108

PUBLISHER'S CERTIFICATE

STATE OF New Hampshire} ss:
COUNTY OF Hillsborough}

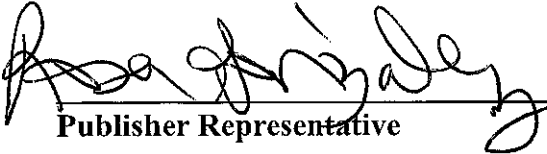
Personally appeared before the undersigned, a
notary public within and for said county and
State, ROSA GONZALEZ
publisher representative of the
New Hampshire Union Leader,
a newspaper published at Hillsborough County,
State of New Hampshire who, being
duly sworn, state on oath that the
advertisement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

DJ 22-070 Ad #144327

LEGAL PREPAID ACCOUNTS

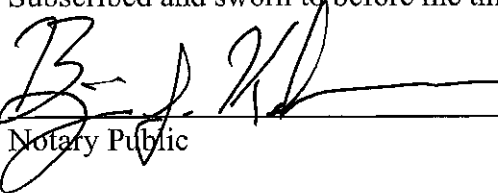
(Name of Institution)

a true copy of which is hereto annexed, was
published in said newspaper on the following dates:
01/25/2023, , ,



Publisher Representative

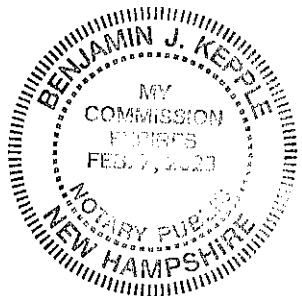
Subscribed and sworn to before me this day **01/25/2023**



Notary Public

My commission expires: 02/07/2023

(Seal)



Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Patrick K. Quinn and Kristin L. Quinn** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation and now held by **Federal National Mortgage Association** (the "Mortgagee"), said mortgage dated October 22, 2018, and recorded with the Rockingham County Registry of Deeds in Book 5959 at Page 292 (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
March 14, 2023 at 1:00 PM

Said sale to be held on the mortgaged premises described in said mortgage and having a present address of 2 Lamington Place, Stratham, Rockingham 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:

Federal National Mortgage Association (Fannie Mae)
Legal Department
Granite Park VII
5600 Granite Parkway
Plano, TX 75024

THE NAME OF THE MORTGAGEE'S AGENT FOR SERVICE OF PROCESS IS:

Todd Barton
Federal National Mortgage Association (Fannie Mae)
Legal Department
Granite Park VII
5600 Granite Parkway
Plano, TX 75024

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 nhbdbanking@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 January 23, 2023

Federal National Mortgage Association
By its Attorney,
/s/ Christopher J. Henry, Esq.
Christopher J. Henry, Esq.
Bendett & McHugh, P.C.
270 Farmington Avenue, Ste. 151
Farmington, CT 06032
(860) 677-2868

(UL - Jan. 25; Feb. 1, 8)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Otoniel Pimentel** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., as nominee for CrossCountry Mortgage, LLC, dated October 25, 2021 and recorded in the Hillsborough County Registry of Deeds in Book 9546, Page 139, (the "Mortgage"), which mortgage is held by CrossCountry Mortgage, 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
March 8, 2023
at
9:00 AM

Said sale being located on the mortgaged premises and having a present address of 7 Saint Lazare Street, Nashua, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Hillsborough County Registry of Deeds in Book 9546, Page 137.

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.

The address of the mortgagee for service of process is 2 1/2 Beacon Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is CT Corporation System.

You can contact the New Hampshire Banking Department by e-mail at nhbdb@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 January 9, 2023.

CrossCountry Mortgage, LLC
By its Attorney,
Autumn Sarzana
Harmon Law Offices, P.C.
PO Box 610389
Newton Highlands, MA 02461
617-558-0500
21870

(UL - Jan. 18, 25; Feb. 1)

Public Notices...

your right to know!

Read them in

New Hampshire Union Leader and New Hampshire Sunday News and online at www.unionleader.com

Legal Notice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AIR RESOURCES DIVISION
CONCORD, NEW HAMPSHIRE
NOTICE OF PERMIT REVIEW PUBLIC HEARING AND COMMENT PERIOD

Pursuant to the New Hampshire Code of Administrative Rules, Env-A 621.02, notice is hereby given that the Director of the New Hampshire Department of Environmental Services, Air Resources Division (Director), has received an application for a State Permit to Operate from, and based on the information received to date, intends to **issue such permit to:**

Jaeger USA, Inc.
198 Pickering Road
Rochester, NH 03867
For the Following Devices:
Two Coating Lines

The application and draft permit are on file with the Director, New Hampshire Department of Environmental Services, Air Resources Division, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095, (603) 271-1370. The application and draft permit are available through the NHDES OneStop online database at: <https://www4.des.state.nh.us/DESOneStop/BasicSearch.aspx>. Please contact us at the above address and phone number if you would like to review the application or draft permit but cannot access it through OneStop. Additional information may also be obtained by contacting **Meg King** at the above address and phone number. Requests for a public hearing and/or written comments filed with the Director in accordance with Env-A 621.06, and received no later than **February 24, 2023**, shall be considered by the Director in making a final decision.

Craig A. Wright
Director
Air Resources Division
(UL - Jan. 25)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

For breach of the conditions set forth in a certain Mortgage Deed from **KELLY M. THER-**

IAULT, now or formerly of 10 Center Road, Milton, NH 03851 to 21st Mortgage Corporation, having an address of 620 Market Street, Knoxville, TN 37902, dated November 2, 2020 and recorded in the Strafford County Registry of Deeds at Book 4828, Page 630, and by virtue of the Power of Sale contained in said Mortgage, for the purpose of Foreclosing the same, default having been made in the conditions thereof, for reason of nonpayment, will sell at:

PUBLIC AUCTION

To be held on the premises which are located at 10 Center Road, Milton, NH 03851, on **Friday, February 24, 2023 at 10:30am**, the premises conveyed by and described in said Mortgage.

The premises are more particularly described in said Mortgage. The premises are to be conveyed subject to and together with all the recitations that may exist in said Mortgage and subject to applicable park rules and regulations.

Terms: One Thousand and no/100 (\$1,000.00) Dollars cash, certified check or other form

acceptable to the said mortgagee, to be paid at the time of the sale, and the balance of the purchase price to be paid within forty-five (45) days of the date of sale. The successful bidder(s) will be required to execute a Purchase and Sales Agreement immediately after the close of the bidding.

The original Mortgage instrument is located at Gauthier & MacMartin, PLLC, of 123 Elm Street, Milford, New Hampshire, and may be examined by giving notice to Dustin N. Gauthier, Esq. at (603) 673-7220.

NOTICE: To the Mortgagor, any grantee of the mortgagor or any other person claiming a lien or any other encumbrance on the mortgaged premises.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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 NAME AND ADDRESS OF THE MORTGAGEE FOR SERVICE OF PROCESS IS 21ST MORTGAGE CORPORATION, 620 MARKET STREET, KNOXVILLE, TN 37902, AND THE NAME AND ADDRESS OF THE MORTGAGEE'S AGENT FOR SERVICE OF PROCESS IS DUSTIN N. GAUTHIER, ESQ. OF 123 ELM STREET, MILFORD, NH 03055.

YOU CAN CONTACT THE NEW HAMPSHIRE BANKING DEPARTMENT BY E-MAIL AT NHBDB@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 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 property to be sold at the sale will be sold "AS

IS WHERE IS".

Said premises shall be sold subject to (i) all unpaid real estate taxes and liens therefore, whether or not of record, (ii) mortgages, tax or other liens, attachments and all other encumbrances and rights, title and interest of third persons of any and every nature whatsoever which are, or may be entitled to precedence over the mortgage, and (iii) the other matters affecting the title of the mortgagor to the premises.

Dated at Milford, New Hampshire, this 5th day of January 2023.

21st Mortgage Corporation
By Its Attorney,
Dustin N. Gauthier
Gauthier & MacMartin, PLLC
123 Elm Street, Milford, NH
(603) 673-7220
By: Dustin N. Gauthier,
NHB 20086

(UL - Jan. 11, 18, 25)

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www.unionleader.com

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DW 22-070

PENNICHUCK WATER WORKS, INC.

Petition for Approval of Special Contract with Town of Milford ORDER NISI APPROVING SPECIAL CONTRACT

ORDER N.O. 26,763

January 20, 2023

In this order, the Commission approves a new special contract reached between Pennichuck Water Works, Inc. (PWW, or the Company) and the Town of Milford (Milford, or the Town) for the back-up wholesale supply of water from PWW to the Town.

On October 21, 2022, PWW filed a petition (Petition) for approval to enter into a new contract with Milford. The New Hampshire Department of Energy (DOE) filed an appearance on October 26, 2022. No petitions to intervene or appearances were filed. A prehearing conference was held on December 15, 2022. On January 4, 2023, PWW filed a settlement agreement (Settlement) reached with DOE, with a motion for confidential treatment of certain proprietary information. Also on January 4, 2023, PWW filed a motion for waiver of a nisi period and proposed an effective date prior to February 5, 2023. The Settlement reflects certain amendments to the initial, proposed new contract.

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/2022/22-070.html.

I. PETITION

In its Petition, PWW requested approval pursuant to RSA 378:18 to enter into a new special contract with Milford to supply water on a wholesale basis to the Town for an initial term of 5 years followed by three 5-year automatic renewals. In support of its Petition, PWW filed the direct testimony of Chief Operating Officer Donald L. Ware, with related attachments, including: (1) a new Milford-specific cost of service study (COSS) prepared by PWW's consultant, Raftelis Financial Consultants (Raftelis), in support of the rates proposed in the new contract (Attachment DLW-1); (2) a copy of the new, proposed contract (Attachment DLW-2); (3) a statement of special circumstances (Attachment DLW-3); (4) a copy of the current 2002 contract between PWW and the Town (Attachment DLW-4); and (5) a letter of support for the new contract from the Town of Milford (Attachment DLW-5).

Under the existing 20-year contract, PWW provides Milford with wholesale water supply as a second source of supply in the event that one of the Town's three existing wells becomes non-operational or the well field becomes contaminated, resulting in the loss of both wells. That contract expires on February 5, 2023. The proposed new contract would continue PWW's agreement to supply water to the Town under amended terms.

II. SETTLEMENT AGREEMENT

The following chart, included in the Settlement, lays out the proposed changes to the existing contract between PWW and Milford, as adjusted by the Settlement:

	Current Contract	Proposed Contract
Base Annual Fixed Fee	\$81,000 per annum	\$105,943 per annum
Volumetric Rate	\$1.5383 per 100 cubic feet	\$1.6669 per 100 cubic feet
Minimum Purchase	None	120,000 GPD per year
Annual Average Daily/Maximum Volume	450,000/2,000,000 GPD	180,000/350,000 GPD
Peak Hour	2,000,000 GPD	900,000 GPD
Monthly Fixed Meter Charge for 4" meter in new booster station	N/A	\$66.17 per month
Term	20 years with 2 ten-year automatic renewals	Five-year Initial Term with 3 five-year automatic renewals

In support of the new contract terms, the Settlement notes PWW's statements in its Petition that: (1) Milford's circumstances have changed and the Town no longer needs to reserve 2 million gallons per day of supply from PWW; (2) Milford will pay for the cost to construct a new booster pump station and 100 percent of the costs for the COSS and the legal fees associated with regulatory approval of the proposed contract; (3) Milford owns water storage facilities, which results in the Town's usage being steady and consistent, with PWW's supply needed only as a second source in the event one or more of the Town's wells are rendered inoperable; and (4) the retention of Milford as a customer will provide PWW with guaranteed fixed monthly contributions towards fixed costs, and a contribution to variable expenses related to PWW's General, Administrative, Water Supply, and Distribution costs, to the benefit of both the Company and its other customers. Settlement at 4-5; Attachment DLW-3 (Statement of Special Circumstances) and Settlement Agreement, Att. B-part 1 (PWW 11-04-22 response to DR No. DOE 1-1).

III. COMMISSION ANALYSIS

A. Special Contract

Pursuant to RSA 378:18, the Commission may, by order, permit a utility to charge rates that depart from the 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 water supply due to well contamination, and to account for costs to provide increased wholesale supply, where Hudson has its own water storage tanks and service infrastructure).

The Settlement provides a statement of special circumstances supporting approval of the proposed contract, including Milford's need for a secondary source of water supply in the event of a loss of one or more of its existing wells. The Settlement further notes that the retention of Milford as a customer for the next 5 to 20 years will provide PWW and its other customers with two essential benefits: (1) guaranteed fixed monthly contributions toward PWW's fixed costs, and (2) a contribution to PWW's variable expenses, both of which will defray a portion of costs that would otherwise be borne in full by PWW's other customers.

Based on the record before us, we find that the special contract proposed in this proceeding by PWW and Milford, as supported by the testimony of Mr. Ware and the Settlement reached between the Company and DOE, meets the applicable statutory standards for approval. We therefore approve the new contract for effect from February 6, 2023 until February 5, 2028, with three automatic extensions of five-year terms unless written notice is delivered by the Town to PWW at least six months prior to the conclusion of the then-existing term. In approving this contract, we expect both PWW and the Town of Milford 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 PWW customers.

PWW requested that the new contract go into effect prior to the expiration of the existing contract on February 5, 2023. Because we find that the contract meets applicable statutory requirements and that the terms are intended to permit continued service from PWW in the event the Town of Milford is subject to an unexpected shortage of water to serve its customers, we issue this decision by order nisi, effective February 6, 2023.

B. Motion for Protective Order and Confidential Treatment of Proprietary Information

In its motion for a protective order, PWW requested protective treatment of the live formulae included in the COSS prepared by Raftelis as confidential, commercial, or financial information protected under RSA 91-A:5, IV. PWW asserted that Raftelis considers the live formulae to be proprietary and confidential, its work product, and a trade secret. Accordingly, PWW argued, Raftelis has a privacy interest in its proprietary software and would be subject to a competitive disadvantage upon public disclosure, as competitors could use the methodologies and processes developed by Raftelis for their own financial gain.

The Commission has routinely protected as confidential similar proprietary business models and software formulae provided in support of utility rate filings in the past. See, e.g., *Abenaki Water Company*, Order No. 25,840 (November 13, 2015); *Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities*, Order No. 26,376 (June 30, 2020); *Pennichuck Water Works, Inc.*, Order No. 26,711 (October 4, 2022); and *Pennichuck Water Works, Inc.*, Order No. 26,726 (November 18, 2022). Here, we find that the identified information constitutes confidential and sensitive commercial or financial information under RSA 91-A:5, IV, and that PWW has a privacy interest in protecting the proprietary software of its consultant. Although the public may have an interest in that information to aid in understanding the Commission's analysis of the issues presented in this proceeding, we find that the public's interest in disclosure is outweighed by the privacy interests of PWW and its consultant in information that, if disclosed, could pose legitimate financial harm or privacy risk to PWW, including the retention of experts in aid of future regulatory rate filings.

Accordingly, pursuant to Puc 203.08(a), we grant PWW's motion for protective order and confidential treatment. Consistent with past practice and Puc 203.08(k), the protective treatment provisions of this order are subject to the ongoing authority of the Commission, on its own motion or on the motion of any party or member of the public, to reconsider this protective order under RSA 91-A, should circumstances so warrant.

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 the Town of Milford, as presented and supported by the Settlement filed on January 4, 2023, is hereby **APPROVED** to take effect beginning February 6, 2023, as set forth herein above; and it is

FURTHER ORDERED, that the request of PWW to terminate its existing special contract with the Town of Milford, 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 January 23, 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 January 30, 2023, and to be documented by affidavit filed with the Clerk's Office on or before February 3, 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 February 2, 2023, for the Commission's consideration; and it is

FURTHER ORDERED, that any party interested in responding to such comments or request for hearing shall do so no later than noon on February 3, 2023; and it is

FURTHER ORDERED, that this Order Nisi shall be effective on February 6, 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 twentieth day of January, 2023.

Pradip K. Chattopadhyay
Commissioner

Carleton B. Simpson
Commissioner

Ogden Newspapers of New Hampshire, LLC

PUBLISHERS OF

The Telegraph

ESTABLISHED 1832

MEMBER OF THE ASSOCIATED PRESS

Main Office

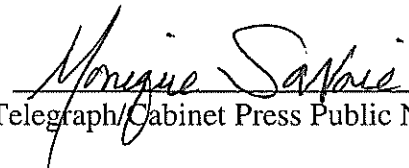
110 Main Street, Suite 1

Nashua, NH 03060

(603) 882-2741

AFFIDAVIT OF PUBLICATION

I, Monique Savoie, The Telegraph and Cabinet Press Public Notice Representative, hereby certify that the Advertisement/Notice for Marcia Brown re: Pennichuck was inserted in The Telegraph, a weekly newspaper, published in Nashua, County of Hillsborough, State of New Hampshire on January 29, 2023 and was distributed to the Publication's full circulation.




Telegraph/Cabinet Press Public Notice Representative

STATE OF NEW HAMPSHIRE, Hillsborough, ss.

Subscribed and sworn to before me, Matthew A. Burdette

this Feb. 1, 2023.

MATTHEW A. BURDETTE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 15, 2027



Notary Public

Obituaries appear as paid items in The Sunday Telegraph, as provided by funeral homes. For information, call Monique Savoie at 603-594-1218. Obituaries should be emailed to obits@nashuatelegraph.com by 5 p.m. Thursday for inclusion in The Sunday Telegraph. A daily listing of area deaths is available at www.nashuatelegraph.com.

Anne S. Harvey (Shugrue)

Anne S. Harvey (Shugrue), 86, of Nashua NH, passed away on January 23, 2023, at home in her sleep surrounded by her family with whom she lived. Anne was born and raised in Lowell Massachusetts, a daughter of Frederick Shugrue and Ivy Shugrue (Rourke).



Anne is predeceased by her late husband Frank L. Harvey of Nashua NH, sister-in-law Loretta Shugrue of Gilford NH, and her brother Robert Shugrue of Ft. Lauderdale FL. She is survived by her daughter Karin, son-in-law Kevin and their children; Martin, Ivy Rose, Patrick, Neva, and Matthew, as well as her grandson's best friend James and partner Zoe, who also shared her home. She is also survived by her brother Fred Shugrue of Gilford NH, sister Lorraine Smith of Hudson NH, sister-in-law Phyllis Wood of Plaistow NH and many beloved nieces and nephews.

Anne graduated from University of Lowell with a BA in Music Education and went on to teach for almost fifty years at all levels including elementary, high school and college. She taught in the Chelmsford and Nashua School Districts as well as at Mount St. Mary High School and Rivier College, where she continued to teach piano until her retirement. She also taught private piano and spent many years working as a professional singer at events across Greater Nashua.

Anne's passion for music led her to a lifelong involvement in community musical theater, an activity she enjoyed with her late husband Frank, with whom she shared the stage multiple times with the Actors Guild of Nashua. Anne became very involved in Actingsingers over the years with roles both on stage and as part of production teams. A memorable role was when Anne portrayed mother Abbess in The Sound of Music, a production where she shared the stage with her daughter Karin. Anne's rendition of "Climb Every Mountain" earned her standing ovations. In recent years, Anne shared the stage with her daughter and grandchildren in productions with Friends of The Amato Center in

Milford NH. Anne was an ardent supporter of her grandchildren's endeavors in music and theater, attending everything from junior musicals to punk concerts. Anne's proudest musical accomplishment was when she sang for United States President Gerald Ford, a story which she loved to tell everyone.

Anne loved spending time with her family. Some of her favorite activities were enjoying trips to Walt Disney World with her daughter, son-in-law, and grandkids, attending Bruins games with her daughter Karin, spending time during the cold months of winter enjoying sun in Marco Island FL, and summers in her family's beach home in Maine. Anne loved sharing a meal with family and friends at her favorite restaurants like the Lobster Boat, Fridays or The Haluwa.

Anne was a lifelong animal lover. Anne loved the dogs in her life, 3 beautiful German Shepherds, and she worked for years with Kitty Angels to rescue and rehabilitate feral cats, including providing a home to many of them. Anne was a devout Catholic, and devotion to the pets in her life led her to adore Saint Francis of Assisi, the patron saint of animals.

Anne's presence, love, support, and generous spirit will be deeply missed by her family and those who knew and loved her. As her grandkids say, "She was the best Grandmother ever".

Calling hours will be held on Monday, January 30th from 2pm to 4pm and 6pm to 8pm at the FARWELL FUNERAL HOME, 18 Lock Street, Nashua. A Mass of Christian Burial will be held at Parish of the Resurrection, 449 Broad Street, Nashua, Tuesday, January 31st at 11 a.m. Interment will follow immediately at Edgewood Cemetery in Nashua. Arrangements are in the care of Farwell Funeral Service Inc, Condolences can be left at www.farwellfuneralservice.com.

FARWELL
Funeral Service, Inc.

Patrick F. Walsh Jr.

MILFORD – With extreme sadness, we report the passing of Patrick F. Walsh Jr., 65, of Milford, NH, who died in his house fire on January 20, 2023.

He is the son of Rita R. Walsh of Winchester, MA and the late Patrick F. Walsh, Sr. of Longboat Key, FL. He grew up in Winchester, MA and graduated from Winchester High School, Class of 1975, as well as Fryeburg Academy in Maine and the College of Boca Raton in Florida.

Pat was a Sales Rep at Bonneviller car dealership in Manchester for the past 15 years and helped many customers buy the car of their choice.

In his younger years, Pat enjoyed playing strong games of tennis, but skiing was his favorite sport which he enjoyed so much and did so well. Many winters would find him skiing the challenging slopes of mountains in the Midwest at various ski resorts. But a special trip he took to Switzerland to ski the Matterhorn was his real pride and

joy. Pat was an easygoing guy and made friends easily. He will be sorely missed by all those who knew him.

He was predeceased by two brothers, Kevin and Gary Walsh.

In addition to his mother, he is survived by his brother and sister-in-law, Brian J. and Mary Walsh of Woburn, MA.

A visiting hour will be held on Saturday, January 28, 2023 from 9:30-10:30am in the Smith & Heald Funeral Home, 63 Elm Street, Milford. A mass of Christian burial will be celebrated at 11:00am at St. Patrick's Church, 34 Amherst Street, Milford. Burial will be private in Wildwood Cemetery, Winchester, MA. Donations in his memory may be made to the ASPCA which was his favorite charity since he loved all animals. Arrangements are in the care of Smith & Heald Funeral Home, Milford. To share a memory or offer a condolence, please go to www.smith-heald.com.

Patricia Marquis

Patricia Marquis, 63 of Chelmsford MA went home to be with our Lord, Tuesday, January 17, 2023. Patricia was born March 17, 1959 in Nashua NH at Saint Josephs Hospital. She was a 1977 graduate of Nashua High School. Patricia was an Army Veteran/Military Police and later worked for Lockheed Co and then Boeing, where she retired after 20 years. She lived in Washington State for many years and returned to live closer to her family about a year ago. She was predeceased by her father Armand H. Marquis, and her mother Alice B. (Chacos) Marquis. She is survived by her two sisters Deborah and her husband David Cook of Merrimack NH, Karen and her husband Anthony Patti Jr of Nashua NH, and her brother Kenneth and his wife Lily Marquis of Nashua NH. Two nieces; Rheanna and her husband Ola Johansson of Sweden, and Marci and her husband Patrick Foy of



Greenfield NH. Two nephews; Anthony and his wife Courtney Patti III of Nashua NH, and Nicholas and his wife Ashley Patti of Nashua NH. Three grandnieces; Olivia Foy, Sophie Patti, and Alice Johansson. Three grandnephews; Aiden Cook, Patrick Foy, and Axel Johansson. Also many other aunts, uncles, and cousins. Pat also leaves behind her best friend from Washington Kimberly Kienzle. A private service will be held by the family. A celebration of life will be held in the spring, at a date to be determined. In lieu of flowers, donations can be made to: Disabled American Veterans - 275 Chestnut Street, Manchester NH, 03101 To view Patricia's online tribute, or send flowers or condolences to the family, visit <https://www.CSNH.com>.



Richard T. Lindof

Richard T. Lindof, 38, of Merrimack, NH formerly of Hudson, Brookline, Nashua, NH and Chelmsford, MA, passed away unexpectedly on Sunday, January 22nd, 2023.

He was born in Lowell, MA on March 3rd, 1984 to Pamela-Rae (Palmer) Lindof and her husband David of Brookline, NH.

Rich attended Hollis-Brookline High School, class of 2003. He was a Quality Control Supervisor for Stonyfield Farms where he worked since 2007. In his free time, he enjoyed grilling, the outdoors, kayaking, and was an avid four-wheeler. He especially enjoyed his time at Jericho Mountain State Park. Rich was adventurous. He would take every opportunity to try new food, see new scenery and explore new places.

Rich was predeceased by his maternal grandfather, Lewis "Nick" Palmer and paternal grand-

parents, Ann and Donald Lindof, Sr.

Rich will be forever loved and remembered by his parents, Pamela-Rae and David; two siblings, Robert Lindof and Rachel Lindof; a niece, Bailey; maternal grandmother, Joyce and her husband Jim Fahey along with several aunts, uncles and cousins and numerous friends.

Memorial visitation hours will be held at the Rivet Funeral Home, 425 Daniel Webster Highway, Merrimack, NH on Saturday, January 28th, 2023 from 12 – 2 PM with a service to follow in the funeral home chapel at 2 PM.

For those who would like to make a memorial donation in Rich's memory, you may do so to NAMI at www.naminh.org/donate or by mail to NAMI, 85 North State Street, Concord, NH 03301.

Kindly visit rivetfuneralhome.com to leave an online condolence for the family.

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DW 22-070 PENNICHUCK WATER WORKS, INC.

Petition for Approval of Special Contract with Town of Milford

ORDER *NISI* APPROVING SPECIAL CONTRACT

ORDER NO. 26,763
January 20, 2023

In this order, the Commission approves a new special contract reached between Pennichuck Water Works, Inc. (PWW, or the Company) and the Town of Milford (Milford, or the Town) for the back-up wholesale supply of water from PWW to the Town.

On October 21, 2022, PWW filed a petition (Petition) for approval to enter into a new contract with Milford. The New Hampshire Department of Energy (DOE) filed an appearance on October 26, 2022. No petitions to intervene or appearances were filed. A prehearing conference was held on December 15, 2022. On January 4, 2023, PWW filed a settlement agreement (Settlement) reached with DOE, with a motion for confidential treatment of certain proprietary information. Also on January 4, 2023, PWW filed a motion for waiver of a nisi period and proposed an effective date prior to February 5, 2023. The Settlement reflects certain amendments to the initial, proposed new contract.

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/2022/22-070.html.

I. PETITION

In its Petition, PWW requested approval pursuant to RSA 378:18 to enter into a new special contract with Milford to supply water on a wholesale basis to the Town for an initial term of 5 years followed by three 5-year automatic renewals. In support of its Petition, PWW filed the direct testimony of Chief Operating Officer Donald L. Ware, with related attachments, including: (1) a new Milford-specific cost of service study (COSS) prepared by PWW's consultant, Raffetis Financial Consultants (Raffetis), in support of the rates proposed in the new contract (Attachment DLW-1); (2) a copy of the new, proposed contract (Attachment DLW-2); (3) a statement of special circumstances (Attachment DLW-3); (4) a copy of the current 2002 contract between PWW and the Town (Attachment DLW-4); and (5) a letter of support for the new contract from the Town of Milford (Attachment DLW-5).

Under the existing 20-year contract, PWW provides Milford with wholesale water supply as a second source of supply in the event that one of the Town's three existing wells becomes non-operational or the well field becomes contaminated, resulting in the loss of both wells. That contract expires on February 5, 2023. The proposed new contract would continue PWW's agreement to supply water to the Town under amended terms.

II. SETTLEMENT AGREEMENT

The following chart, included in the Settlement, lays out the proposed changes to the existing contract between PWW and Milford, as adjusted by the Settlement:

	Current Contract	Proposed Contract
Base Annual Fixed Fee	\$81,000 per annum	\$105,943 per annum
Volumetric Rate	\$1.5383 per 100 cubic feet	\$1.6669 per 100 cubic feet
Minimum Purchase	None	120,000 GPD per year
Annual Average Daily/Maximum Volume	450,000/2,000,000 GPD	180,000/350,000 GPD
Peak Hour	2,000,000 GPD	900,000 GPD
Monthly Fixed Meter Charge for 4" meter in new booster station	N/A	\$66.17 per month
Term	20 years with 2 ten-year automatic renewals	Five-year Initial Term with 3 five-year automatic renewals

In support of the new contract terms, the Settlement notes PWW's statements in its Petition that: (1) Milford's circumstances have changed and the Town no longer needs to reserve 2 million gallons per day of supply from PWW; (2) Milford will pay for the cost to construct a new booster pump station and 100 percent of the costs for the COSS and the legal fees associated with regulatory approval of the proposed contract; (3) Milford owns water storage facilities, which results in the Town's usage being steady and consistent, with PWW's supply needed only as a second source in the event one or more of the Town's wells are rendered inoperable; and (4) the retention of Milford as a customer will provide PWW with guaranteed fixed monthly contributions towards fixed costs, and a contribution to variable expenses related to PWW's General, Administrative, Water Supply, and Distribution costs, to the benefit of both the Company and its other customers. Settlement at 4-5; Attachment DLW-3 (Statement of Special Circumstances) and Settlement Agreement, Att. B-part 1 (PWW 11-04-22 response to DR No. DOE 1-1).

III. COMMISSION ANALYSIS

A. Special Contract

Pursuant to RSA 378:18, the Commission may, by order, permit a utility to charge rates that depart from the 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 water supply due to well contamination, and to account for costs to provide increased wholesale supply, where Hudson has its own water storage tanks and service infrastructure).

The Settlement provides a statement of special circumstances

supporting approval of the proposed contract, including Milford's need for a secondary source of water supply in the event of a loss of one or more of its existing wells. The Settlement further notes that the retention of Milford as a customer for the next 5 to 20 years will provide PWW and its other customers with two essential benefits: (1) guaranteed fixed monthly contributions toward PWW's fixed costs, and (2) a contribution to PWW's variable expenses, both of which will defray a portion of costs that would otherwise be borne in full by PWW's other customers.

Based on the record before us, we find that the special contract proposed in this proceeding by PWW and Milford, as supported by the testimony of Mr. Ware and the Settlement reached between the Company and DOE, meets the applicable statutory standards for approval. We therefore approve the new contract for effect from February 6, 2023 until February 5, 2028, with three automatic extensions of five-year terms unless written notice is delivered by the Town to PWW at least six months prior to the conclusion of the then-existing term. In approving this contract, we expect both PWW and the Town of Milford 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 PWW customers.

PWW requested that the new contract go into effect prior to the expiration of the existing contract on February 5, 2023. Because we find that the contract meets applicable statutory requirements and that the terms are intended to permit continued service from PWW in the event the Town of Milford is subject to an unexpected shortage of water to serve its customers, we issue this decision by order nisi, effective February 6, 2023.

B. Motion for Protective Order and Confidential Treatment of Proprietary Information

In its motion for a protective order, PWW requested protective treatment of the live formulae included in the COSS prepared by Raffetis as confidential, commercial, or financial information protected under RSA 91-A:5, IV. PWW asserted that Raffetis considers the live formulae to be proprietary and confidential, its work product, and a trade secret. Accordingly, PWW argued, Raffetis has a privacy interest in its proprietary software and would be subject to a competitive disadvantage upon public disclosure, as competitors could use the methodologies and processes developed by Raffetis for their own financial gain.

The Commission has routinely protected as confidential similar proprietary business models and software formulae provided in support of utility rate filings in the past. See, e.g., *Abenaki Water Company*, Order No. 25,840 (November 13, 2015); *Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities*, Order No. 26,376 (June 30, 2020); *Pennichuck Water Works, Inc.*, Order No. 26,711 (October 4, 2022); and *Pennichuck Water Works, Inc.*, Order No. 26,726 (November 18, 2022). Here, we find that the identified information constitutes confidential and sensitive commercial or financial information under RSA 91-A:5, IV, and that PWW has a privacy interest in protecting the proprietary software of its consultant. Although the public may have an interest in that information to aid in understanding the Commission's analysis of the issues presented in this proceeding, we find that the public's interest in disclosure is outweighed by the privacy interests of PWW and its consultant in information that, if disclosed, could pose legitimate financial harm or privacy risk to PWW, including the retention of experts in aid of future regulatory rate filings.

Accordingly, pursuant to Puc 203.08(a), we grant PWW's motion for protective order and confidential treatment. Consistent with past practice and Puc 203.08(k), the protective treatment provisions of this order are subject to the ongoing authority of the Commission, on its own motion or on the motion of any party or member of the public, to reconsider this protective order under RSA 91-A, should circumstances so warrant.

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 the Town of Milford, as presented and supported by the Settlement filed on January 4, 2023, is hereby **APPROVED** to take effect beginning February 6, 2023, as set forth herein above; and it is

FURTHER ORDERED, that the request of PWW to terminate its existing special contract with the Town of Milford, 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 January 23, 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 January 30, 2023, and to be documented by affidavit filed with the Clerk's Office on or before February 3, 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 February 2, 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 February 3, 2023; and it is

FURTHER ORDERED, that this Order *Nisi* shall be effective on February 6, 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 twentieth day of January, 2023.

Carleton B. Simpson Commissioner

Pradip K. Chattopadhyay, Commissioner

Jessie Lemonier dead at 25

DETROIT (AP) — Outside linebacker Jessie Lemonier, who appeared in seven games for the Detroit Lions in 2021 in a brief NFL career highlighted by a sack of Aaron Rodgers of the Green Bay Packers, has died. He was 25.

The Lions disclosed his death in a statement Thurs-

day, adding they confirmed it with his family. They did not provide any details.

"Jessie was a model teammate and a wonderful young man who is gone far too soon," the Lions said. Our thoughts and prayers are with his family and friends during this difficult time."

WHAT'S NEW

PENNICHUCK EAST UTILITY, INC. – Petition for 2022 Qualified Capital Project Adjustment Charge – Order Nisi Approving Settlement

In this order, the Commission approves the request of Pennichuck East Utility, Inc. (PEU, or the Company) to implement a 2022 Qualified Capital Project Adjustment Charge (QCPAC) in the amount of 0.94 percent of base revenue for capital projects placed in service in 2021, effective October 18, 2022.

[See Order Here](#)

Pennichuck Water Works – Petition for Approval of Special Contract with Town of Milford

In this order, the Commission approves a new special contract reached between Pennichuck Water Works, Inc and the Town of Milford for the back-up wholesale supply of water from Pennichuck Water Works to the town.

[See Order Here](#)

Pennichuck Water Works – Petition for Approval of Special Contract with Town