

For all of the foregoing reasons, the Town of Milford respectfully requests that the Commission deny Nashua's petition.

B. If the Commission Approves the Taking, it Should Condition its Approval Upon Nashua's Assuming the Contract with the Exception of Paragraph 5.

Again, paragraph 5 of the Contract between Milford and Pennichuck voids Pennichuck's obligations if Nashua succeeds in taking Pennichuck's assets: "If plant or property of [Pennichuck] is so acquired by [Nashua], and such acquisition directly and adversely affects the ability of [Pennichuck] to provide water service to Milford, the obligations of the parties under the terms of [the Contract] shall cease and terminate." Exhibit 2004, Attachment A at 3-4.

It is essential to the continued health, safety, and welfare of the citizens of Milford that the provision of water pursuant to the Contract is not interrupted.

Thus, consistent with its obligations under RSA 38:11, the Commission must ensure that – if the taking is approved – Nashua assume all of Pennichuck's obligations under the Contract with the exception of the language from paragraph 5 quoted above.

Nashua's panel repeatedly represented to the Commission that it would assume the Contract's obligations should it be permitted to acquire Pennichuck's assets and ensure that the Water District assume those obligations as well. Hearing Transcript, Day II at 60-61, 63-64. These representations, however, are not binding on the City or the Water District. At a minimum, then, the Commission should condition any acquisition by Nashua and any subsequent transfer to the Water District upon the assumption of the Contract's obligations by Nashua and the Water District.

IV. Conclusion

Based upon the foregoing, Milford respectfully requests that the Commission deny Nashua's petition as contrary to the public interest, or in the alternative, that the Commission