



Marcia A. Brown  
*Attorney at Law*

*Environmental Law* ▪ *Utility Law*

September 14, 2023

VIA ELECTRONIC DELIVERY

Mary E. Schwazer, Esq.  
New Hampshire Department of Energy  
21 South Fruit Street  
Concord, NH 03301

Re: DW 22-032 Pennichuck Water Works, Inc.  
Permanent Rate Proceeding  
Responses to DOE Set 6

Dear Attorney Schwarzer:

Attached please find Pennichuck Water Works, Inc.'s responses to the Department's sixth set of data requests.

Very Truly Yours,

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

Marcia A. Brown

cc: Discovery-Related Service List

**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-1

Date of Response: 9/14/23  
Witness: Donald L. Ware

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**REQUEST:**

**Puc 1905.03(e)-(h):** Regarding the rate case expenses submitted for recovery, please provide the following:

- a) A statement that the expenses are consistent with PWW's written procurement policy. (Puc 1905.03(e))
- b) A copy of PWW's procurement policy in place at the time the expenses were incurred. (Puc 1905.03(f))
- c) A copy of the contract (where applicable) entered into that generated the expense. (Puc 1905.03(g))
- d) A statement of whether the contract (where applicable) was obtained after negotiations or competitive bid. (Puc 1905.03(h))

**RESPONSE:**

- a) The expenses incurred as part of the PWW rate case filing are consistent with the Company's procurement policies.
- b) The Company does not have a written procurement policy for operating expenses. The Company has a written policy for Capital expenditures. The Company's practice with regards to operating expenses is that, when feasible, managers should seek multiple (2 or more) proposals to perform operating tasks where the operating expense is expected to exceed \$1,000. For example, the Company seeks proposals for insurances, print and mail services, electricity, inventory, chemicals, laboratory services, paving repairs, natural gas, etc.
- c) Contracts were entered into with Brown Law, and DMM to provide services in regard to the PWW rate case filing. Each vendor was selected via a "Request For Proposal" (RFP) for the services sought, either directly in regard to the PWW rate case. The proposal from DMM for processing printing and mailing bills and notices is used for the Company's day to day operations as well as when needed to provide customer notice for regulatory purposes. Copies of the RFP's seeking the services and the selected vendor are attached to this data response and constitute the 'contract' for these services. In each case, the Company selected the proposer because they provided the lowest cost proposal. Please note that services provided by Steven E. Patnaude, Susan J. Robidas, and the State of New Hampshire were provided by the State and the Company did not and could not seek competitive proposals for those services.
- d) As stated in para. c) above each contract was obtained via a competitive RFP process.

**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-2

Date of Response: 9/14/23  
Witness: Donald L. Ware

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**REQUEST:**

**Re: Puc 1905.04:** Please provide a narrative with supporting documentation regarding the competitive bid process undertaken by PWW relative its procurement of the legal services utilized during the rate proceeding, and other information described in Puc 1905.04 (b)(1) and (2).

**RESPONSE:**

The Company prepared a Request for Proposals for the provision of legal services for the PWW rate cases. The RFP was sent to N.H. Brown Law, PLLC; Rath, Young & Pignatelli; as well as McLane Middleton. N.H. Brown Law was selected to provide the legal services based on the fact that it was the low proposer for the legal services requested associated with PWW rate case.

**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-3

Date of Response: 9/14/23  
Witness: Donald L. Ware

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**REQUEST:**

**Re: NH Brown Law Invoice No. NHBL-2022-06-21-1 (Bates Page 3):** This invoice contains an expense charge of \$27.88 dated 10/12/21 for “FedEx Kinkos print and ship services.” Please provide a copy of the underlying invoice or other documentation in support of this expense charge. See Puc 1905.03 (a).

**RESPONSE:** Please see Attachment DOE 6-3. The date of 10/12/21 is incorrect. The correct date is 5/3/22. This correction necessitated the correction of the confidential and redacted copies of the NH Brown Law invoice. These corrected invoices have also been attached as Attachment DOE 6-3.

Pursuant to Puc 203.08, PWW has a good faith basis for seeking confidential treatment of the NH Brown Law invoice and believes it is already covered under the motion for confidential and protective treatment filed with the Commission for the affected rate case expenses.

**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-4

Date of Response: 9/14/23  
Witness: Donald L. Ware

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REQUEST:

**Re: Rath, Young and Pignatelli Invoice # 92184 (Bates Page 5):** This invoice contains a charge of \$840.00 dated 06/15/2022 for [confidential information redacted] services provided by WFA to, “Review outstanding matters and **strategy for financing/merger and rate cases**; research regarding same.” (Emphasis Added). Please provide further explanation regarding why the entirety of this charge is specifically germane to PWW’s current rate proceeding. Wouldn’t some percentage be allocated to the “financing /merger” project? Why does the quoted description reference more than one rate case?

RESPONSE:

This expense was related the review of the Company’s current financing and how that financing would be impacted if the Company were to consolidate the Pittsfield Aqueduct Company (PAC) with PWW into a single utility. This initial analysis resulted in a decision not to initiate an effort to consolidate PAC with PWW. Given the circumstances of this expense, PWW will remove this expense from the legal expenses it seeks to recover in this rate case.

**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-5

Date of Response: 9/14/23  
Witness: Donald L. Ware

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REQUEST:

**Re: NH Brown Law Invoice No. NHBL-2022-07-20-9 (Bates Page 7):** This invoice contains an expense charge of \$850.88 for “Staples printing, tabs, binders”. Please provide a copy of the underlying invoice or other documentation in support of this expense charge. See Puc 1905.03 (a).

RESPONSE: See Attachment DOE 6-5 for the receipts that comprise this charge.

**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-6

Date of Response: 9/14/23  
Witness: Donald L. Ware

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REQUEST:

**Re: NH Brown Law Invoice No. NHBL-2022-10-17-1 (Bates Page 10):** This invoice contains an expense charge of \$610.84 dated 7/11/22 for “Staples: copies of filing for DOE and OCA”. Please provide a copy of the underlying invoice or other documentation in support of this expense charge. See Puc 1905.03 (a)

RESPONSE: See Attachment DOE 6-6.

**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-7

Date of Response: 9/14/23  
Witness: Donald L. Ware

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**REQUEST:**

**Re: NH Brown Law Invoice No. NHBL-2022-10-17-2 (Bates Page 11):**

- a) This invoice contains an expense charge of \$1,965.60 dated 8/1/22 for “Nashua Telegraph Publication of Order Suspending Tariffs”. Please provide a copy of the underlying invoice or other documentation in support of this expense charge. See Puc 1905.03 (a).
- b) The charge for services of \$160.00 and the expense charge of \$1,965.60 indicated on this invoice sum to \$2,125.60 (\$160.00 + \$1,965.60). However, the amount indicated as the total charge on the invoice and included in the Company’s rate case expenses for recovery is \$2,285.60 (See also Bates Page 1); a difference of \$160. Please explain this difference and provide further supporting documentation, if necessary, or make the appropriate update to the Company’s August 28, 2023 filing.

**RESPONSE:**

- a) See Attachment DOE 6-7(a).
- b) The rate case expense documentation filed with the Commission inadvertently did not contain the second page of the invoice for July 2023 NHBL services. That second page is attached as Attachment DOE 6-7(b). As noted on that page two, two adjustments were made. One adjustment was to remove the double billing of \$160 on 8/16/22. The second adjustment was to include a listed, unbilled expense from 5/19/22.

As with the corrected invoice provided to DOE 6-3, Pennichuck will refile the corrected rate case expense documentation after discovery is concluded but before the Department’s report to the Commission is due.



**Pennichuck Water Works, Inc.**  
**DW 22-032**

Permanent Rate Proceeding  
Responses to DOE Data Requests – Set 6

Date Request Received: 9/5/23  
Request No. DOE 6-8

Date of Response: 9/14/23  
Witness: Donald L. Ware

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REQUEST:

**Re: NH Brown Law Invoice No. NHBL-2023-08-24-1 (Bates Page 27):** The amount due indicated on this invoice and included in the Company's rate case expenses for recovery is \$1,262.50. (See also Bates Page 1) However, the invoice only includes \$1,222.50 in charges for services; a difference of \$(40.00). Please explain this difference and provide further supporting documentation, if necessary, or make the appropriate update to the Company's August 28, 2023 filing.

RESPONSE: Please see the response to DOE 6-7.

**REQUEST FOR PROPOSAL**  
**May 18, 2020**

**UTILITY BILL PRINTING, MAILING SERVICES**  
**AND**  
**BILL STOCK SUPPLY SERVICES**

Prepared by:

**Pennichuck Water**  
**25 Manchester Street**  
**PO Box 1947**  
**Merrimack, NH 03054**

## **1.0 Introduction**

### **1.1 Proposed Solicitation**

Pennichuck Corporation, hereinafter referred to as the “Pennichuck” is issuing this Request for Proposal (RFP) to select a qualified, service provider to process, print, sort, fold, insert and mail utility bills on a weekly basis. Additionally, upon request from Pennichuck, the service provider will provide design services for envelope or bill inserts, as well as additional printing and mailing services. Pennichuck will contract with one service provider and requires one point of contact for all services. If the contract service provider cannot provide all required services itself, and needs to subcontract, Pennichuck must approve all subcontractors.

### **1.2 General Information about Pennichuck Corporation**

Pennichuck is engaged in the collection, storage, treatment, distribution, and sale of potable water in southern and central New Hampshire. Pennichuck is a closely-held corporation with a sole shareholder, the City of Nashua. We have two operating business segments: regulated water utility operations and non-regulated water management services. We are headquartered in Merrimack, New Hampshire, which is located approximately 45 miles north of Boston, Massachusetts. Pennichuck Corporation is a holding company with five wholly-owned operating subsidiaries; Pennichuck Water Works, Inc., Pennichuck East Utility, Inc., and Pittsfield Aqueduct Company, Inc., which are regulated by the New Hampshire Public Utilities Commission, and two non-regulated companies, Pennichuck Water Service Corporation and The Southwood Corporation.

## **2.0 Scope of Services**

### **2.1 Description of Pennichuck’s Utility Billing Process**

Billing is a function of the Revenue & Customer Operations Department. Currently, Pennichuck produces water bills for our three regulated utilities, as well as five contract entities. In a typical year, Pennichuck produces about 545,000 bills per year through a mix of monthly and quarterly billings. In addition to the water bills noted above, Pennichuck also sends out Delinquent Notices on a weekly basis for its’ regulated utilities and one of the contract entities. Please refer to Appendix B for the print and mailing frequencies and the associated quantities.

Currently, Pennichuck places the output files on an SFTP site for the bill printer to pick up. The number of bills printed and mailed weekly fluctuates based on the billing cycle and the time of year. The billing files provided are in a .pdf format and need to be printed in black ink, front and back on 8 ½” x 11” perforated paper. The stub portion of the bill has an OCR line used to process payments. Customers receive pre-printed outgoing and return envelopes enclosed with their bills. Our outgoing envelopes have a custom window placement. Pennichuck will provide samples of all stock items, which must meet the specifications as detailed in Appendix D of this RFP. Throughout the year Pennichuck may require inserts to be inserted with the bills. The inserts will be provided to the service provider in either a Word or .pdf document to be printed, folded and inserted with the appropriate set of bills. In the case of the three utilities, the weekly files may be split up by utility to facilitate an insert to just one of the utilities (a detailed insert schedule will be provided by Pennichuck).

Pennichuck will expect the best postage discount available based on the postal sort in the .pdf files. Lorton Postal Express software is being utilized by Pennichuck to sort the bills accordingly. Pennichuck will prepay postage via check as follows: Monthly check for Utilities bills and notice and a quarterly check for contract bills and notices mailings. Other mailings will come out of the prepaid postage or with another prepayment specific to the job. Pennichuck will require a monthly report accounting for the postage used for each job with a breakout out by each job as follows: the job name, item count, postage rate and total postage used, as well as the current balance of the prepaid account.

Pennichuck also has other print items that will need to be replenished from time to time. Some items will be shipped to Pennichuck while others will be stored with the service provider for insert or until needed. Please see Appendix B for more details.

## **2.2 Objective**

The objective of this RFP is to provide qualified service providers with the necessary information to prepare proposals on the worksheets provided in Appendix B of the RFP to process, print, fold, insert, and mail utility bills and notices per schedules; to periodically insert customer information sheets, as provided by Pennichuck, as stated in 2.1 above; and to provide bill and notice stock consisting of pre-printed outgoing and return envelopes as well as other printed items such as postcards, envelopes, customer information cards and letters.

## **2.3 Service Provider Scope of Work**

### **Utility Bill Printing and Mailing Services:**

1. During the Start-up Phase, all work must be completed (programming, printing, inserting, testing, mailing, etc.) for Pennichuck sign-off and approval by September 3, 2020. The selected service provider will present a Start-up Project Timeline, identifying milestones and deadlines, keeping in mind the August 27, 2020 completion date. The project timeline must be approved by Pennichuck prior to the start of the project. The commencement date for providing the services detailed in this RFP will be September 28, 2020.
2. The service provider must provide a means for secure data transmission and confirm receipt and print counts for all bill and notice files provided by Pennichuck.
3. The service provider must print, fold, insert bills, insert return envelopes, stuff inserts when applicable, and mail bills based on the schedule set forth in Appendix B. If a holiday falls on a mailing date, bills will be printed and mailed the next business day. Service provider will reduce its per piece billing rate by 5% (inclusive of processing, printing, inserting and mailing,) for every day late that the print mailing is completed after mail dates specified in Appendix B, if the late mailing is due to a service provider issue.
4. The service provider will provide the best postal discount available based on the current postage rates. Pennichuck will provide sample files of the presort (through Lorton Postal Express) bill .pdfs along with a sample mail.dat file for your review. Please explain how the processing of these files and postal discounts/paperwork will be handled.
5. The service provider must be able to handle selective inserting for up to two different inserts (above and beyond the printed bill and the return envelope) and will test customer information sheets to make sure they are inserted properly into the envelope. The service provider shall also identify, as part of their proposal, how many different inserts they can handle beyond the two mentioned in this paragraph.
6. The service provider must perform quality control checks for each billing, spot checking bills in the beginning, middle and end of the run to be sure the appearance is appropriate. The quality checks will also ensure return envelopes are inserted and customer information sheets are inserted, when applicable.
7. The service provider will provide email notification to Pennichuck on the date the bills are mailed indicating how many bills were printed and mailed.
8. The service provider will mail reports weekly to Pennichuck displaying all bad addresses.
9. The service provider will, when requested by Pennichuck, provide design services and print bill messages and/or graphics on envelopes in up to two different colors. The service provider will provide a quote to complete the design services and be compensated for the design services provided in accordance with their hourly rate for said design service as provided in Appendix B of their proposal.

10. The service provider will, when requested by Pennichuck, provide additional printing and mailing services. The service provider will provide a quote to complete these services to be approved by Pennichuck. The service provider will invoice Pennichuck for these services as applicable.
11. The service provider will provide their disaster recovery plan to Pennichuck. Pennichuck will require a copy of the contract with the disaster recovery company, if applicable.
12. The service provider will invoice Pennichuck monthly for billing services provided the previous month. The following information must be displayed separately for each job on the bill: name of print job, bill print date and the number of printed bills, the fee for services related to printing, folding, inserting and mailing the bills and the fee for inserting the customer information sheets. This invoice will not include charges for billing stock. A sample invoice should be included with the service providers proposal. The invoice format must be acceptable to Pennichuck.
13. The service provider must provide Pennichuck with a monthly report of postage used the previous month for all mailing completed. The format must be acceptable to Pennichuck, including the job name, item count, postage rate and total postage used. The report must also include the beginning and ending balance in Pennichuck's postage account.
14. The service provider will appoint a person in their organization to coordinate all activities and will be Pennichuck's one point of contact for all communications.
15. The service provider agrees to keep all records and files secure and confidential. Data or files may not be sold or given to any other person or company. In the case of disaster recovery, the files may be given to the back-up company or facility without Pennichuck authorization, provided the information is kept secure and Pennichuck previously approved the back-up company.
16. The service provider will provide a secure FTP site or alternative secure method for transmission of bill output files.
17. The service provider shall include a sample contract that the service provider would ask Pennichuck to sign if it was selected to provide the services requested in this Request for Proposals.

**Bill Stock Supply Services:**

18. The service provider will provide paper stock for perforated 8 ½" by 11", pre-printed outgoing envelopes and pre-printed return envelopes. Size and weight will meet bill printer specifications (refer to Samples provided). Pennichuck must also approve the type of paper products used. Pre-printing on the envelopes will be the responsibility of the service provider.
19. The service provider is responsible for storing of all envelopes, print stock and pamphlets up to the quantities specified in this RFP. The climate in the warehouse where Pennichuck's stock is stored must be appropriate to maintain the stock materials to ensure for proper printing and mailing of bills. The service provider will be responsible for replacing any stock that is damaged while being stored, at no charge to Pennichuck.
20. The service provider is responsible for reorder of print items maintained in inventory and to ensure that stock is replenished based on auto-restock levels indicated in Appendix B.
21. The service provider will be responsible for delivery of any inventory item to Pennichuck upon request at the quantities requested within one calendar week of request. Service provider will invoice Pennichuck for shipping costs associated with these shipments.
22. The service provider will invoice Pennichuck for the printing of any pre-printed outgoing envelopes and pre-printed return envelopes upon the delivery of the stock ordered by Pennichuck. The invoice for the delivered stock materials will display the number of pieces and the rate for each piece. The rate will be that specified in the accepted proposal.
23. At closure of contract Pennichuck will pay the service provider to ship/deliver all stock in inventory to an address in the continental United States as indicated by Pennichuck.

### 3.0 Instructions and Conditions

### 3.1 Instructions and Conditions

1. Pennichuck reserves the right to evaluate the submitted proposals, waive any irregularity therein, and to select any firm which submits a proposal to do the work and/or reject any or all proposals should it be deemed in the best interest of Pennichuck. Pennichuck reserves absolute discretion in reviewing the qualifications of the service provider and may reject any prospective service provider at its sole option. In submitting its RFP Response, the service provider agrees and acknowledges that Pennichuck has the right to exercise its absolute and sole discretion in its consideration of any responses and in the conduct of the evaluation and selection process. Specifically, Pennichuck retains the right to reject any or all proposals, to accept any proposal which is deemed most favorable to Pennichuck, including the selection of a service provider whose fee arrangements may not be the lowest, or the waiver of any informality or failure to meet any of the requirements or qualifications set forth in this Request.
2. The service provider shall be required to sign the Contractor Indemnification form and provide the insurance detailed thereon as attached in Appendix F of this RFP.
3. Proof of Insurance, both type and level, as detailed in Appendix F, is required before the selected service provider can commence work.
4. The service provider agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under and certifies that all actions furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless Pennichuck for all damages assessed against Pennichuck as a result of service providers' failure to comply with the Act and standards issued there under.
5. The service provider shall not subcontract, and part of the work detailed in the RFP unless Pennichuck has given written approval.

-----PROPOSAL-----

In compliance with the above invitation for proposals, and subject to all the conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish any or all of the items and/or services upon which prices are proposed, at the price set opposite each item/service or the lump sum.

Submitting Firm Name	Address
By	Title
Signature of Person Quoting	

## **Pennichuck Corporation Insurance Requirements**

### **General Requirements:**

- a) The service provider shall file appropriate Certificates of Insurance with Pennichuck as detailed in Appendix F of this RFP. All Certificates of Insurance shall provide that notice shall be given to Pennichuck at least thirty (30) days prior to the expiration or termination of any insurance and shall name Pennichuck as an additional insured. This notice shall be in writing.
- b) All Certificates of Insurance provided to Pennichuck shall be issued by companies licensed and registered to do business in the State of New Hampshire.
- c) All Certificates of Insurance coverage shall be delivered to Pennichuck prior to the work commencing.
- d) Prior to the expiration date of any insurance, the service provider shall furnish to Pennichuck a certificate showing the insurance then maintained by or on behalf of the service provider pursuant to these requirements.

### **3.2 Service provider Bid Format and Required Submittals**

To assist Pennichuck in its evaluation of submitted proposals, it is required that each proposal adheres to the following format and provides information detailed in items 1 through 13:

1. Email [tara.king@pennichuck.com](mailto:tara.king@pennichuck.com) acknowledging intent to respond to RFP with the following information:
  - a. Service providers Primary Contact Name
  - b. Service providers Phone # and email address.
  - c. Service provider to specify sample print items will be picked up at our office or mailing information if required to be mailed.
2. **Service Provider Summary Sheet** - The first page of the proposal must be a completed Service Provider Summary Sheet (Appendix A)
3. **Letter of Transmittal** – In the letter of transmittal the service provider shall describe their understanding of the work to be performed and why the service provider is qualified to perform the services requested in the RFP. This letter of transmittal must state the names of the individual(s) authorized to negotiate with Pennichuck and sign contracts on behalf of the service provider.
4. **Service Provider Overview:** Provide a brief background and history of the service provider, including how long the company has been in business. State whether the service provider is local, national or international. Identify nearest full-service branch that will assist us with our immediate utility billing needs. The same information will be required for each subcontractor, if applicable
5. **Experience:** Describe the service provider’s experience in providing services to the public sector and any exclusive resources dedicated to the public sector. Supplier should list at least three (3) references with similar requirements of Pennichuck. The references should include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client. The same information will be required for subcontractors, if applicable.
6. **Relationship Management:** Describe the team that will be assigned to service our relationship. Provide the name, title, and experience of each individual and the roles, responsibilities and a brief account of their credentials and related utility billing experience. Give the name(s) of the person(s) who will be authorized to make representations for the service provider, their title(s), addresses and telephone numbers. Identify the name and title of the person who will coordinate all activities and be Pennichuck’s single point of contact for all communication.
7. **Data Requirements:** List all data requirements, other than what has been identified in the RFP, that will be required to implement the requested services and in what type of format the data must be provided.

8. **Pricing:** Submit a complete Pricing Sheet (Appendix B) and submit Start-up/Conversion Costs (Appendix C). The prices quoted by the service providers will be firm prices, not subject to increase during the term of the contractual agreement arising with Pennichuck. Service providers are to stipulate the expiration date of their quoted proposal. Envelope and Insert specifications are identified in Appendix D.
9. **Scope of Work (Section 2.3):** Respond to each item in Section 2.3, Scope of Work and clearly identify anything that cannot be accommodated. Be sure to include a Start-up Project Timeline with a completion date by August 27, 2020.
10. **Instructions and Conditions (Section 3.1):** The service provider will sign and submit the form
11. **Pricing Terms & Conditions:** Describe all proposed terms and conditions, including, with limitation, written warranties, maintenance/service agreements, and license agreements.
12. **Samples:** The service provider must provide printed bill samples from clients with bill programming requirements similar to Pennichuck's. Samples must be provided on actual perforated paper and printed using a production printer. Service provider must also provide sample reports clients use to manage bad addresses, along with any other key account management features or reports. Include samples of bill and envelope design work.
13. Provide any related start-up costs that will be invoiced to Pennichuck at the completion of first billing.
14. **Service Enhancements:** Based upon the information presented in this RFP and the service provider's knowledge and experience, describe any enhancements, technological or otherwise, Pennichuck should consider improving to achieve operational efficiency, significantly reduce costs or improve the bill.
15. **Additional Information:** Service provider should describe any information, not previously mentioned, the service provider believes should be considered.

## 4.0 PROPOSAL REQUIREMENTS

### 4.1 Proposer Requirements

1. Submit all items described in Section 3.2, Service Provider Bid Format and Required Submittals
2. The proposer must participate in a mandatory Technical Conference on June 3, 2020. Pennichuck will provide instructions for an online meeting to all RFP holders. Attendance at the June 3, 2020 Technical Conference is mandatory. An RFP proposer shall be deemed as not qualified to propose if they do not attend the Technical Conference. The purpose of the Technical Conference is for potential proposers to develop an understanding of Pennichuck's billing process and to ask clarifying questions regarding the RFP.
3. Proposer agrees to keep all Pennichuck records and files secure and confidential. Data or files provided by Pennichuck may not be sold or given to any other person or company.
4. Submit requests for data or other information, in writing, by noon on June 10, 2020 to Pennichuck's Revenue & Customer Operations Manager, Tara King at 25 Manchester Street, PO Box 1947, Merrimack, NH 03054 or email to tara.king@pennichuck.com. Fax requests will not be accepted. Include a Service Provider Summary Sheet with your information request. All proposers will receive copies of Pennichuck's responses to data requests, questions or other information requested from all proposers, if a Service Provider Summary Sheet was provided.

### 4.2 Company Requirements

1. Pennichuck will provide samples of all printed material as well as sample presorted bill files, notice files and mail.dat file upon receipt of email acknowledging service provider intention to respond to RFP.
2. Provide staff support and assistance as needed.
3. Pennichuck will respond, in writing, to all reasonable data or information requests regarding the RFP that are submitted in accordance with para. 4.1.4 by June 19, 2020 via email. Pennichuck will provide copies of data requests and responses to all proposers.



## 5.0 Proposal Schedule and Selection

1. **RFP Distribution:** May 18, 2020
2. **Technical Conference:** June 3, 2020 at 10 am Eastern Standard Time. Pennichuck will hold a technical conference for interested proposers to ask questions. The conference will be held via web conference. Participation in the Technical Conference is mandatory. See APPENDIX E for conferencing instructions.
3. **Deadline for Proposer Data Requests and Other Information:** June 10, 2020 by 12:00 pm Eastern Standard Time
4. **Pennichuck Response to Proposer Data or Information Requests:** June 19, 2020 by 3:00 pm Eastern Standard Time.
5. **Deadline for Receipt of Bids at Pennichuck:** June 26, 2020 at 12:00 pm Eastern Standard Time. Bids delivered after this deadline will not be accepted regardless of their post marked date. Facsimiles and emails will not be accepted. Please include the original proposal and four (4) copies. Responses shall be submitted and labeled as follows:

Pennichuck  
Attn: Tara King, RCO Manager  
25 Manchester Street  
PO Box 1947  
Merrimack, NH 03054

6. **Evaluation and Review:** The RFP team will evaluate proposals through July 1, 2020. The RFP team reserves the right to reject all bids. Pennichuck intends to award to work detailed in the RFP to the Service provider who provides the lowest Total Annual Expense to Pennichuck based on the sum of the “Total Projected Annual Expense for Utility Billing, Notice Printing and Mailing Services” and the “Total Projected Expense for Print Inventory and other Print Items” as provided by the Service provider on forms provided in Appendix B of this RFP and who is deemed qualified and fully responsive to this RFP. Pennichuck reserves the right to reject any and all proposers. The award of the work requested in this RFP is at the sole discretion of Pennichuck.
7. **Select Service Provider:** The RFP team will select a service provider by July 2, 2020 and the selected service provider will be notified on July 7, 2020. All other proposers will be notified by July 10, 2020.
8. **Contract Negotiations:** July 15, 2020 through July 17, 2020. The selected service provider will prepare a DRAFT contract for Pennichuck to review within 5 business days of being notified that they have been selected as the service provider. The contract shall follow and include all terms as detailed in the service providers proposal in all costs, form and functions without exception. Pennichuck will review and comment on the DRAFT contract within 2 business days of its receipt. Pennichuck and the service provider shall negotiate and sign the final contract within 3 business days of Pennichuck’s comments/edits to the DRAFT contract provided by the service provider. If a mutually agreeable contract reflecting the terms of the RFP cannot be established with the service provider, then Pennichuck reserves the right to terminate the negotiations and not to enter into an agreement for the requested services.
9. **Sign Contract:** July 23, 2020
10. **Start-up/Conversion/Programming/Testing Period:** July 28, 2020 through August 27, 2020.
11. **Pennichuck Evaluates Satisfaction with Product and Service:** September 3, 2020
12. **Implementation:** September 28, 2020

## **6.0 Term of Contract**

**6.1 Contract:** The contract will be awarded for a period of 3 years.

**APPENDIX A**

**Bill Printing, Mailing and Bill Stock RFP**

**Service Provider Summary Sheet**

Service Provider: \_\_\_\_\_

Parent or Ownership: \_\_\_\_\_

Service Provider Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

# Years in Business: \_\_\_\_\_

Provide a list of clients below whose first-class mail is sent and identify the volume of mail from each client:

_____	Client	_____	pieces mailed, How often	_____
_____	Client	_____	pieces mailed, How often	_____
_____	Client	_____	pieces mailed, How often	_____
_____	Client	_____	pieces mailed, How often	_____
_____	Client	_____	pieces mailed, How often	_____
_____	Client	_____	pieces mailed, How often	_____
_____	Client	_____	pieces mailed, How often	_____
_____	Client	_____	pieces mailed, How often	_____

Management person responsible for direct contact with Pennichuck and the services required for this Request for Proposal (RFP):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Person responsible for day-to-day servicing of the account (single point of contact):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## APPENDIX B

### Utility Bill and Notice Printing and Mailing Services

Appendix B - Bill Print/Mail Information									
Company	Bill Frequency	Avg Quantity	File Type	Bill File Posted	Bills Mail	Estimated Annual Quantity	Print Price per item	Insert Price per item	Projected Annual Expense
Pennichuck Utilities	Weekly	8,400	PDF	1st Tuesday before 3pm * 2nd Tuesday before 3pm * 3rd Tuesday before 3pm * 4th Tuesday before 3pm *	Thursday Thursday Thursday Thursday	400,000			
Salisbury	Bi Monthly	1,700	PDF	2nd Thursday before 2pm * 4th Thursday before 2pm *	Friday Friday	40,000			
Rowley ***	Monthly	1,890		two business days before the 10th *	10th of month	19,000			
Amesbury	Quarterly	5,700	PDF	3 business days before the 1st of January, April, July, October ***	1st of January, April, July, October	23,000			
PBWP	Quarterly	1,300	PDF	two business days before the 4th Friday of March, June, September, December **	4th Friday of March, June, September, December	5,000			
Eastham	Quarterly	1,000	PDF	two business days before the 10th of February, May, August and November **	the 10th of the month in February, May, August and November	4,000			
* 1 to 3 pdf files depending on insert files									
** one pdf file									
*** at this time there are 6 to 7 pdf files but could be changing in the near future to provide one pdf for all cycles									
**** in transition from a programmed bill print file to a pdf file therefore sample pdf file may not be available									
<b>Please NOTE: The pricing above should be inclusive of printing on preforated paper as detailed in Section 2.1 of RFP.</b>									
Notice Print/Mail Information									
Company	Bill Frequency	Avg Quantity	File Type	Notice File Posted	Notices Mail	Estimated Annual Quantity	Print Price per item	Insert Price per item	Projected Annual Expense
Pennichuck Utilities	Weekly	varies - 200 to 1000	PDF	Friday by 4pm **	Monday	23,000			
Salisbury	Bi Monthly	varies - 40 to 200	PDF	Friday by 4pm **	Monday	3,500			
<b>Please Note: The Projected Annual Expense will be inclusive of price to print and price to insert.</b>									
						<b>Total Projected Annual Expense</b>			

## Bill and Notice Envelopes

Appendix B - List of Print Inventory for Pennichuck Water							
Sample #	Item Description	Re-Order Quantity	Estimated Annual Order Quantity	Price per Item	Inventory Yes/No	Auto Restock Level	Estimated Annual Expense
PW-01	Penn #10 Bill envelope	200,000	400,000		Yes	50,000	
PW-02	Penn #9 Bill Return Envelope	200,000	400,000		Yes	50,000	
PW-03	Penn #10 Notice Envelope	50,000	50,000		Yes	10,000	
PW-04	Penn #9 Notice Return Envelope	50,000	50,000		Yes	10,000	
SA-01	Sal #10 Notice Envelope	20,000	10,000		Yes	2,000	
SA-02	Sal #9 Notice Return Envelope	20,000	10,000		Yes	2,000	
SA-03	Sal #10 Bill Envelope	50,000	50,000		Yes	7,000	
SA-04	Sal #9 Bill Return Envelope	50,000	50,000		Yes	7,000	
AM-01	Amesbury Bill #10 Window	25,000	25,000		Yes	6,000	
AM-02	Amesbury #9 Bill Return Envelope	25,000	25,000		Yes	6,000	
RW-01	Rowley Bill #10 Window	25,000	25,000		Yes	6,000	
RW-02	Rowley #9 Bill Return Envelope	25,000	25,000		Yes	6,000	
EA-01	Eastham Bill #10 Window	5,000	5,000		Yes	1,000	
EA-02	Eastham #9 Bill Return Envelope	5,000	5,000		Yes	1,000	
PB-01	PBWP Bill #10 Window	5,000	5,000		Yes	2,000	
PB-02	PBWP #9 Bill Return Envelope	5,000	5,000		Yes	2,000	
PB-03	PBWP Notice #10 Window	2,500	2,500		No	N/A	
PB-04	PBWP #9 Notice Return Envelope	2,500	2,500		No	N/A	
WE-01	Wellfleet Bill #10 Window	1,000	1,000		No	N/A	
WE-02	Wellfleet #9 Bill Return Envelope	1,000	1,000		No	N/A	

**Other Print Items**

<b>Appendix B - List of Print Inventory for Pennichuck Water</b>							
<b>Sample #</b>	<b>Item Description</b>	<b>Re-Order Quantity</b>	<b>Estimated Annual Order Quantity</b>	<b>Price per Item</b>	<b>Inventory Yes/No</b>	<b>Auto Restock Level</b>	<b>Estimated Annual Expense</b>
CS-206	Payment Receipt	2,500	2,500		No	N/A	
CS-203	Welcome Card	2,500	2,500		No	N/A	
CS-201	Customer Payment/Usage Card				No	N/A	
CS-207	Customer Application Card	2,500	2,500		No	N/A	
CS-208A	Pennichuck Shut off Tag	2,500	5,000		No	N/A	
CS-208B	Salisbury Shut off Tag	2,500	2,500		No	N/A	
CS-209	WaterTight Brochure					N/A	
CS-202	PostCard (blank with logo)	10,000	30,000		Yes	N/A	
CS-210	#9 Business Reply Envelope	5,000	5,000		No	N/A	
CS-211	#10 Lightweight Envelope	10,000	50,000		Yes	N/A	
CS-212	PAC Rate Sheet	1,000	1,000		For Insert Only	N/A	
CS-213	PEU Rate Sheet	10,000	10,000		For Insert Only	N/A	
CS-214	PEU/NC Rate Sheet	2,000	2,000		For Insert Only	N/A	
CS-215	PW/W Rate Sheet	25,000	25,000		For Insert Only	N/A	
AD-101	Letterhead Envelope	5,000	varies		No	N/A	
AD-102	Letterhead	2,500	varies		No	N/A	
AD-103	Letterhead 2nd page	2,500	varies		No	N/A	
AD-104	9 x 12 Envelope	2,000	2,000		No	N/A	
AD-105	Envelope Label	1,000	1,000		No	N/A	
<b>Total Projected Annual Expense based on quantity and cost as indicated above</b>							<input type="text"/>
<b>Design Services as defined in Section 2.3, Item 9 of RFP – hourly rate to provide service</b>							<input type="text"/>

**Pennichuck will supply Service Provider with excel workbook as shown above. Please provide Appendix B back with pricing in the provide excel format.**

**APPENDIX C**

**START-UP/CONVERSION COSTS**

**List any Start-up/Conversion costs – to be invoiced to Pennichuck upon completion of first LIVE billing**

- 1. \$\_\_\_\_\_ Programming Costs, Printing Fees for test files, Design Fees, etc.
  
- 2. \$\_\_\_\_\_ Bill Stock (pre-printed outgoing envelopes and pre-printed return envelopes for testing). Please provide cost per item and recommended quantity to be used for testing.

## APPENDIX D

### ENVELOPE and INSERT SPECIFICATIONS

1. Outgoing Bill Envelope: #10 window envelope, 24# recycled white, 4 1/8 X 9 1/2", no inside tint, window: 4 1/2" X 1 1/8"; 7/8" left and 1/2" bottom
2. Return Bill Envelope: 24# white recycled, 4 15/16" X 8 7/8", no inside tint
3. Return Notice Envelope Recycled: 24# recycled canary, 4 15/16" X 8 7/8", no inside tint
4. Outgoing Notice Envelope: #10 window envelope, 24# recycled canary, 4 1/8 X 9 1/2", no inside tint, window: 4 3/4 X 1 1/8"; 3/4" left and 7/8" bottom (Custom window)
3. Insert Dimensions are usually 8 1/2" x 3 1/2" (no fold, single sheet) or 8 1/2" x 11" (tri-fold). The total weight of the insert, bill, and envelopes will not exceed one ounce.
4. Perforated Paper for Bills and Notices: 8 1/2 x 11 white 24# with horizontal perforation 3 5/8" from bottom



## APPENDIX E

### Bill Printing Technical Meeting Conferencing Instructions

1. Please join my meeting: <https://join.freeconferencecall.com/taraking>

Meeting ID: taraking

2. Use your microphone and speakers - a headset is recommended or call in using your telephone.

United States: 701-802-5233

Access Code: 205192#

**APPENDIX F**

**CONTRACTOR**

**INDEMNIFICATION**

- (a) To the fullest extent allowable by law, the Contractor, and any subcontractor engaged by the Contractor, shall protect, defend, indemnify and hold harmless the Owner, including Pennichuck Corporation, Pennichuck Water Works, Inc., Pennichuck East Utility, Inc., The Southwood Corporation, Pittsfield Aqueduct Company, Pennichuck Water Service Corporation and their respective successors, assigns, directors, employees and agents, (hereafter sometimes called "Indemnitees" or "Owner") from and against any and all claims, actions, damages, losses, costs and expenses (including attorneys fees), arising out of the willful misconduct, negligent acts, errors, or omissions, or breach of contractual obligations, by the Contractor, or any subcontractor engaged by the Contractor, or by any employees, subcontractors, or agents of the same.
  
- (b) Contractor agrees that it will contractually obligate its subcontractors to indemnify and hold harmless the Indemnitees to the same extent that Contractor is required to indemnify and hold harmless such Indemnitees hereunder.

\_\_\_\_\_  
Project

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

## INSURANCE

### CONTRACTOR'S AND SUBCONTRACTORS INSURANCE

- (a) No contract work shall begin until the Contractor shall have obtained all the insurance required hereunder, and such certificates of insurance, and copies of endorsements, if required by the Owner, shall have been submitted to the Owner for its approval, nor shall the Contractor allow any subcontractor to commence work on its contract until all insurance, required of such subcontractor hereunder, shall have been so obtained and approved. Approval of certificates or endorsements of insurance by the owner shall not relieve or decrease any liability of the Contractor. All insurance shall be placed with insurance companies rated A-7 or better by the then-current edition of Best's Key Rating Guide, and such insurance companies must be authorized to do business in the State of New Hampshire. All insurance coverage shall be written on an "occurrence" basis, shall remain in effect, and shall not be modified, at least until two (2) years after the final completion of the contract, unless provided for otherwise in the contract documents.

Contractor agrees that it will contractually obligate its subcontractors to promptly advise Contractor of any changes or lapses of the requisite insurance coverage's and Contractor agrees to promptly advise Owner of same. Contractor assumes all responsibility for monitoring Sub-contractor insurance certificates for compliance with the insurance provisions of this Agreement.

- (b) All policies of insurance must contain a provision giving the Owner thirty (30) day prior written notice by registered mail of any cancellation or material change in coverage.
- (c) The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of any contract, including liability for claims in excess of the insurance limits and coverage's set forth herein.

### REQUIRED COVERAGE'S:

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY

The Contractor shall purchase and maintain during the life of the contract, statutory Worker's Compensation Coverage in the name of the Contractor with a minimum of \$500,000/500,000/500,000 Employer's Liability Insurance in the contractor's name, which shall fully comply with all state and federal requirements applying to such insurance and which shall include broad form all-states and voluntary compensation endorsements for all his employees to be engaged in work on the project under this contract. If applicable, United States Longshoremen and Harborworker's Coverage must be provided.

## COMMERCIAL GENERAL LIABILITY

The Contractor shall purchase and maintain during the life of the contract a Commercial General Liability Policy in the name of the contractor, with minimum limits of \$2,000,000.00 combined single limit, covering the following: Premises/Operations; Independent Contractors Protective; Contractual; Broad Form Property Damage; Personal Injury; Product/Completed Operations. Property Damage Liability Insurance shall include coverage for (x) explosion, (c) collapse, and (u) underground (to include jacking and/or boring operations if applicable). The Contractor may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella/excess liability policies.

Additionally, the Policy(ies) shall:

- (a) Name Pennichuck Corporation, Pennichuck Water Works, Inc., Pennichuck East Utility, Inc., The Southwood Corporation, Pittsfield Aqueduct Company, Pennichuck Water Service Corporation and their successors and assigns as additional named insured.
- (b) Stipulate that such insurance is primary and is not additional to or contributory with any other insurance carried by or for the benefit of the owner or any of its successors or assigns.
- (c) Waive any and all right of subrogation against the Owner or any of its successors or assigns.

## COMMERCIAL AUTOMOBILE LIABILITY

The Contractor shall procure and maintain during the life of this contract, a Commercial Automobile Liability Policy in the name of the contractor in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, and property damage covering all owned, non-owned, leased and hired vehicles.

Subcontractors Insurance Requirements - the Contractor shall either a) require each of his subcontractors to procure and maintain during the life of the subcontract, insurance of the type and in the amounts specified in the insurance requirements of the Contract or b) insure the activities of his subcontractors in the Contractor's policy.

January 7, 2022

**PENNICHUCK WATER WORKS, INC.  
PITTSFIELD AQUEDUCT COMPANY**

Request for Fee Proposal – Legal Services

Regulatory Filings, Testimony and Representation before the  
New Hampshire Public Utilities Commission

Pennichuck Water Works, Inc. (“PWW”) and the Pittsfield Aqueduct Company (“PAC”) are requesting a fee proposal from your firm associated with regulatory filings, testimony, administrative matters and representation before the New Hampshire Public Utilities Commission associated with the filing of full rate cases with a test year ending December 31, 2021. The Company may also seek to file for a merger of PWW and PAC and to link that merger filing into the PWW rate case filing. The Company plans to file the rate case petitions/merger petition no later than June 17, 2022.

The filing will follow the format used and approved in DW19-084. As part of the filing PWW/PAC will be seeking waivers from the filing of certain schedules associated with a standard rate case filing as were granted in DW19-084.

PWW/PAC is cognizant that the time required to support the legal needs of this filing are unknown. Therefore, PWW/PAC requests the following information be provided for the fee proposal:

- Hourly rates to be charged for each level of attorney who is expected to provide services to the companies
- Estimated mix (partner versus staff) of attorney time (as a percentage) for the following efforts for each company case filing:
  - Rate case planning
    - meetings with company staff
      - Discuss filing options and merger considerations.
    - meetings with PUC and company staff, pre filing, as deemed appropriate
    - review of filing schedules and determination of which schedules PWW/PAC will seek waivers to not file certain non-applicable schedules
  - Rate case filing (PWW and PAC if merger is deemed to be appropriate).
    - review of rate case schedules
    - development and filing of rate case petition with PAC merger
    - development of temp rate petition.
  - Merger filing (if deemed appropriate)
    - review of merged rate case schedules
    - review of testimony prepared by the company
    - development and filing of merger petition
  - Rate case meetings / hearings
    - prehearing conference
    - temporary rates technical session
    - temporary rates settlement conference
    - temporary rates hearing on the merits
    - permanent rates technical sessions
    - permanent rates settlement conferences

- permanent rates hearing on the merits
- Merger meetings / hearings
  - prehearing conference
  - merger technical sessions
  - merger settlement conference
  - merger hearing on the merits
- Discovery review, comments and filing of data responses to PUC on temporary rates regarding company testimony
- Discovery review, comments and filing of data responses to PUC on permanent rates regarding company testimony
- Discovery review, comments and filing of data responses to PUC for expert witness
- Discovery review, comments and filing of data responses to PUC on merger regarding company testimony
- Review of staff / intervenor testimony – temporary rates – to develop data requests, if required
- Review of staff / intervenor testimony – permanent rates – to develop data requests, if required
- Review of staff / intervenor testimony – merger – to develop data requests, if required
- Review and develop rebuttal testimony (if required)
- Does your firm bill a fixed administrative fee for each billing? If yes, what is the percentage?

The Company expects the quoted hourly rates and any fixed administrative fees to be in place through the issuance of the final order associated with the 2022 rate making filing and any compliance filings associated with the final order. It is anticipated that the rate case activity will be completed in the Fall of 2023.

Please forward the requested information **no later than February 11, 2022 via email** to:

Donald L. Ware  
 Chief Operating Officer  
 Pennichuck Water Works, Inc.  
 At: donald.ware@pennichuck.com

If you have any questions regarding this proposal request, please direct them to my attention via email. Once the proposal period is closed, the Company may set up a meeting with proposers to gauge the proposer's understanding of the proposed PWW/PAC unique rate making structure and the proposed merger. Meetings with proposers, if deemed necessary, will be held during the first or second week of March 2022.

Pennichuck will make final decision regarding its selection of whom it will use for the legal services detailed in this proposal on or before March 25, 2022. Pennichuck will plan to have the first planning meeting at Pennichuck's Nashua office during the last week of April 2022.

Donald L. Ware  
 Chief Operating Officer  
 Pennichuck Water Works, Inc.  
 (603) 860-3261 (C)

**Appendix B - List of Print Inventory for Pennichuck Water**

Sample #	Item Description	Minimum Re-Order Quantity	Estimated Annual Order Quantity	Print Price per Item	Inventory - Yes/No	Auto Restock Level	Estimated Annual Expense
PW-01	Penn #10 Bill envelope	200,000	400,000	\$	Yes	50,000	\$
PW-02	Penn #9 Bill Return Envelope	200,000	400,000	\$	Yes	50,000	\$
PW-03	Penn #10 Notice Envelope	50,000	50,000	\$	Yes	10,000	\$
PW-04	Penn #9 Notice Return Envelope	50,000	50,000	\$	Yes	10,000	\$
SA-01	Sal #10 Notice Envelope	20,000	10,000	\$	Yes	2,000	\$
SA-02	Sal #9 Notice Return Envelope	20,000	10,000	\$	Yes	2,000	\$
SA-03	Sal #10 Bill Envelope	50,000	50,000	\$	Yes	7,000	\$
SA-04	Sal #9 Bill Return Envelope	50,000	50,000	\$	Yes	7,000	\$
AM-01	Amesbury Bill #10 Window	25,000	25,000	\$	Yes	6,000	\$
AM-02	Amesbury #9 Bill Return Envelope	25,000	25,000	\$	Yes	6,000	\$
RW-01	Rowley Bill #10 Window	25,000	25,000	\$	Yes	6,000	\$
RW-02	Rowley #9 Bill Return Envelope	25,000	25,000	\$	Yes	6,000	\$
EA-01	Eastham Bill #10 Window	5,000	5,000	\$	Yes	1,000	\$
EA-02	Eastham #9 Bill Return Envelope	5,000	5,000	\$	Yes	1,000	\$
PB-01	PBWP Bill #10 Window	5,000	5,000	\$	Yes	2,000	\$
PB-02	PBWP #9 Bill Return Envelope	5,000	5,000	\$	Yes	2,000	\$
PB-03	PBWP Notice #10 Window	2,500	2,500	\$	No	N/A	\$
PB-04	PBWP #9 Notice Return Envelope	2,500	2,500	\$	No	N/A	\$
WE-01	Wellfleet Bill #10 Window	1,000	1,000	\$	No	N/A	\$
WE-02	Wellfleet #9 Bill Return Envelope	1,000	1,000	\$	No	N/A	\$
CS-206	Payment Receipt	2,500	2,500	\$	No	N/A	\$
CS-203	Welcome Card	2,500	2,500	\$	No	N/A	\$
CS-201	*Customer Payment/Usage Card	2500	2500	\$	No	N/A	\$
CS-207	Customer Application Card	2,500	2,500	\$	No	N/A	\$
CS-208A	Pennichuck Shut off Tag	2,500	5,000	\$	No	N/A	\$
CS-208B	Salisbury Shut off Tag	2,500	2,500	\$	No	N/A	\$
CS-209	**WaterTight Brochure	3000	3000	\$		N/A	\$
CS-202	PostCard (blank with logo)	10,000	30,000	\$	Yes	N/A	\$
CS-210	#9 Business Reply Envelope	5,000	5,000	\$	No	N/A	\$
CS-211	#10 Lightweight Envelope	10,000	50,000	\$	Yes	N/A	\$
CS-212	PAC Rate Sheet	1,000	1,000	\$	For Insert Only	N/A	\$
CS-213	PEU Rate Sheet	10,000	10,000	\$	For Insert Only	N/A	\$
CS-214	PEU/NC Rate Sheet	2,000	2,000	\$	For Insert Only	N/A	\$
CS-215	PWW Rate Sheet	25,000	25,000	\$	For Insert Only	N/A	\$
AD-101	Letterhead Envelope	5,000	varies	\$	No	N/A	\$
AD-102	Letterhead	2,500	varies	\$	No	N/A	\$
AD-103	Letterhead 2nd page	2,500	varies	\$	No	N/A	\$
AD-104	9 x 12 Envelope	2,000	2,000	\$	No	N/A	\$
AD-105	Envelope Label	1,000	1,000	\$	No	N/A	\$
*Based on 2,500pc order, RFP did not list a qty							
**Based on 3,000pc order, RFP did not list a qty							
<b>Total Projected Annual Expense based on quantity and cost as indicated above</b>							
<b>Design Services as defined in Section 2.3, Item 9 of RFP – hourly rate to provide service</b>							\$

Appendix B - Bill Print/Mail Information										
Company	Bill Frequency	Avg Quantity	File Type	Bill File Posted	Bills Mail	Estimated Annual Quantity	Print Price per item	Insert Price per item	Projected Annual Expense	DMM Notes
Pennichuck Utilities	Weekly	8,400	PDF	1st Tuesday before 3pm * 2nd Tuesday before 3pm * 3rd Tuesday before 3pm * 4th Tuesday beofre 3pm *	Thursday Thursday Thursday Thursday	400,000				
Salisbury	Bi Monthly	1,700	PDF	2nd Thursday before 2pm * 4th Thursday before 2pm *	Friday Friday	40,000				*Min Production Charge
Rowley ****	Monthly	1,890		two business days before the 10th *	10th of month	19,000				*Min Production Charge
Amesbury	Quarterly	5,700	PDF	3 business days before the 1st of January, April, July, October ***	1st of January, April, July, October	23,000				
PBWP	Quarterly	1,300	PDF	two business days before the 4th Friday of March, June, September, December **	4th Friday of March, June, September, December	5,000				*Min Production Charge
Eastham	Quarterly	1,000	PDF	two business days before the 10th of February, May, August and November **	the 10th of the month in February, May, August and November	4,000				*Min Production Charge
* 1 to 3 pdf files depending on insert files										
** one pdf file										
*** at this time there are 6 to 7 pdf files but could be changing in the near future to provide one pdf for all cycles										
**** in transition from a programmed bill print file to a pdf file therefore sample pdf file may not be available										
Please NOTE: The pricing above should be inclusive of printing on perforated paper as detailed in Section 2.1 of RFP.										
Notice Print/Mail Information										
Company	Bill Frequency	Avg Quantity	File Type	Notice File Posted	Notices Mail	Estimated Annual Quantity	Print Price per item	Insert Price per item	Projected Annual Expense	DMM Notes
Pennichuck Utilities	Weekly	varies - 200 to 1000	PDF	Friday by 4pm **	Monday	23,000			?	Likely to hit the \$250 production min
Salisbury	Bi Monthly	varies - 40 to 200	PDF	Friday by 4pm **	Monday	3,500			?	Likely to hit the \$250 production min

Please Note: The Projected Annual Expense will be inclusive of price to print and price to insert.

DMM Note:  
Print Price per item above includes data processing, perf paper stock, and print B&W 1/1

**Additional Charges	Unit of Measure	Cost
Min Print/Production Charge	Per File	\$
Monthly DR Subscription Fee	Per Month	\$
Shipment Handling & Processing Fee	Per shipment	\$
Web Portal	Per Month	\$
Account Management	Per Month	Waived, no charge
Material Storage	Per Pallet	Waived, no charge
Programming/Graphics	Per Hour	\$
<b>Total additional Annual Expenses</b>		<b>\$</b>

Total Projected Annual Expense

\$ [REDACTED] \*Doesn't include the last two items (Notice Print/Mail Info)

Total additional Annual Expenses

\$

Grand Total Projected Annual Expense \$ [REDACTED]





Marcia A. Brown  
*Attorney at Law*

*Environmental Law* ■ *Utility Law*

January 12, 2022

VIA ELECTRONIC DELIVERY

Donald L. Ware, Chief Operating Officer  
Pennichuck Water Works, Inc.  
P.O. Box 428  
25 Walnut Street  
Nashua, NH 03061-0428

Re: Pennichuck Water Works, Inc. – 2022 General Rate Case  
NH Brown Law, PLLC Response to Request for Proposal

Dear Don:

NH Brown Law, PLLC (NHBL) appreciates the opportunity to submit a proposal for legal services for Pennichuck Water Works, Inc.'s (PWW) upcoming general rate case. NHBL understands that since the issuance of the Request for Proposals (RFP), the merger aspect of the RFP is no longer part of the RFP and will be handled by another firm.

NHBL is a law firm specializing in environmental and utility law. NHBL offers trusted experience and provides expert legal regulatory advice to investor-owned and municipal water utilities in New Hampshire. We believe we can offer PWW sound, expert, and efficient legal advice for the upcoming rate case. We will work collaboratively with the merger law firm to integrate the merger aspects into the rate case. As PWW will be using separate firms for the merger and rate case, invoices will not be comingled and that will make the rate case expense documentation easier for the Commission to review and approve for recovery.

By way of background, I am the principle of NHBL and am licensed in New Hampshire and soon to be in Maine. I have a staff of two capable paralegals, contracted administrative support, and an arrangement with another utility law firm for legal support when needed. I have been involved in utility issues for three decades. I am a former Assistant Consumer Advocate and I spent fourteen years as a hearing examiner and senior staff attorney with the Commission. I have a good rapport with Staff and the Office of the Consumer Advocate. I have been faculty for rate schools for the National Association of Regulatory Utility Commissioners (NARUC) and for the National Association of Water Companies (NAWC).

I have litigated approximately 70 general rate cases; I am steeped in ratemaking issues such as cost of capital, cost of equity, cost of service, depreciation, rate of return, rate design, and unique revenue formulas. I am also intimately aware of PWW's evolution from a traditional revenue requirement to its present unique ratemaking methodologies. I was involved in Docket No. DW 11-026 when PWW and its affiliates were first acquired by the City of Nashua. I was involved in PWW's 2010, 2013, 2016, and 2019 rate cases

which further refined PWW's ratemaking structure.

**Fees**



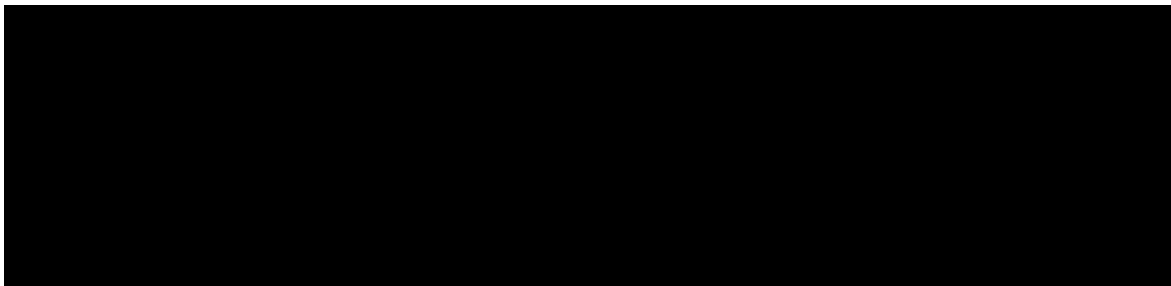
**Estimated Mix of Expenses**



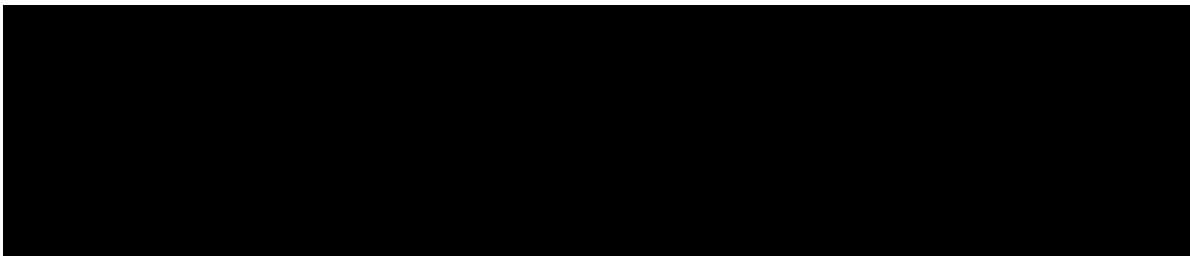
Table A.



**Fixed Administrative Fee**



**Duration of Fee Structure**



**Security**

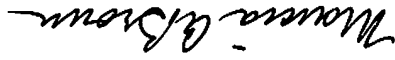
As recommended by the American Bar Association, NHBL has 24-7 technical IT support and uses a secure email archiving platform. NHBL keeps its software and malware up to date. NHBL has continual cloud and hard backups of its electronic office such that it can

still access its files in the event an Act of God damages its physical office and equipment or the cloud is compromised.

In Conclusion, NHBL Law thanks PW for the opportunity to respond to the request for fee proposals. I believe NHBL's years of expertise in general rate cases and knowledge of the Commission Staff and PW's ratemaking structure will allow NHBL to provide PW with high-quality cost-effective and efficient legal representation.

Please do not hesitate to contact me if you have any questions or need additional information.

Very Truly Yours,



Marcia A. Brown

**TABLE A**

<b>ESTIMATED MIX OF TIME</b>	
<b>Rate Case Planning</b>	
Meeting with Company staff	
Meeting with PUC and Company staff	
Review of filing schedules and determination of which schedules Company will seek waivers to not file certain non-applicable schedules.	
<b>Rate Case Filing</b>	
Review of rate case schedules	
Review of testimony prepared by the Company and any outside COSS expert ( <i>and associated schedules</i> )	
Development and filing of rate case <i>temporary rate</i> petition <i>and permanent rate schedules per Puc 1604 and Order No. 26,070</i>	
<b>Rate Case Meetings/Hearings</b>	
Prehearing Conference	
Temporary rate technical session	
Temporary rate settlement conference	
Temporary rate hearing on the merits	
Permanent rate/merger technical session that will include discussion of merging PAC into PWW	

NOTE: NHBL Presumes the merger hearing will occur prior to the rate case settlement and hearing	
Permanent rate settlement conference	
Permanent rate hearing on the merits	
Discovery review, comment and filing of date responses to PUC on temporary rates	
Discovery review, ( <i>including Audit DRs</i> ), comment and filing of date responses to PUC on permanent rates	
Discovery review, comment and filing of date responses to PUC on expert witness testimony	
Review of Staff/Intervenor testimony - temporary rates - to develop data requests	
Review of Staff/Intervenor ( <i>and expert</i> ) testimony - permanent rates - to develop data requests	
Review and develop rebuttal testimony (if needed)	
<i>Review and preparation of post-hearing compliance filings</i>	

Invoice No.: NHBL-2022-06-21-1

REDACTED



20 Noble Street  
Somersworth, NH 03878  
(603) 219-4911

**INVOICE**

Invoice No.: NHBL-2022-06-21-1

Date: 06/21/22

Pennichuck Water Works, Inc.

Return to: Marcia A. Brown, Esq.

P.O. Box 428  
25 Walnut Street  
Nashua, NH 03061-0428

NH Brown Law, PLLC  
20 Noble Street  
Somersworth, NH 03878

Docket No. DW 22-032, PWW Rate Case

Telephone: (603) 291-4911

**AMOUNT DUE: \$1,695.38**

**Detail of Services**

Date	Professional	Description	Hours	Rate	Amount
5/3/22	mab	Prepared and filed cancellation pages for tariff supplements. Prepared legal analysis of rate filing and customer notice.			\$400.00
5/4/22	mlt	Predrafted Notice of Intent for Attorney Brown.			\$47.50
5/13/22	mab	Reviewed proposed non-GM tariff rates from client.			\$60.00
5/18/22	mab	Telephone call with client. Reviewed past QCPAC approvals and filings for NOI. Completed draft NOI for client review.			\$200.00
5/19/22	mab	Reviewed revisions to NOI. Corresponded with client regarding same.			
5/20/22	mab	Pre-meeting with OCA and DOE regarding Misc Fees			\$360.00
6/2/22	mab	Reviewed index of tabs, corresponded with client team, drafted motion for protective treatment and motion for waiver.			\$600.00
				Subtotal:	\$1,667.50
5/3/22		FedEx Kinkos print and ship services.			\$27.88
<b>Total Charges:</b>					<b>\$1,695.38</b>

NH Brown Law, PLLC \* 20 Noble Street \* Somersworth, NH 03878  
mab@nhbrownlaw.com \* www.nhbrownlaw.com

**Shipment Receipt****Address Information**

**Ship to:**  
NH Public Utilities  
Comm  
21 S. Fruit Street,  
Suite 10

CONCORD, NH  
03301  
US  
6032712431

**Ship from:**  
Marcia Brown  
NH Brown Law, PLLC  
20 Noble Street

Somersworth, NH  
03878  
US  
6032194911

**Shipment Information:**

Tracking no.: 785271312127  
Ship date: 05/03/2022  
Estimated shipping charges: 27.88 USD

**Package Information**

Pricing option: FedEx Standard Rate  
Service type: FedEx Express Saver  
Package type: Your Packaging  
Number of packages: 1  
Total weight: 0.2 lbs  
Declared Value:  
Special Services: no  
Pickup/Drop-off: Drop off package at FedEx location

**Billing Information:**

Bill transportation to: My Account - -649  
Your reference:  
P.O. no.:  
Invoice no.:  
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.  
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

# Staples Connect

20 Tri City Road  
Somersworth (Dover), NH 03878  
603-750-0078

Sale

Store: 1100 Register: 4  
Date: 7/12/22 Time: 4:34 PM  
Transaction: 5064 Cashier: 2028431

REWARDS NUMBER 3447400525

Qty	Item	Price	Amount
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\*\*\*\*\* Order Number 2231549202\*\*\*\*\*

1	ENGINEERING PRINTS 2071218		19.95 N
1	ENGINEERING PRINTS 2071218		59.40 N

Questions on Customer Order 2231549202  
Call your local Staples Store

\*\*\*\*\*  
\*\*\*\*\* Order Number 2231521861\*\*\*\*\*

4	CUSTOM COPY & PRIN 1980562		324.95 N
4	CUSTOM COPY & PRIN 1980562		265.21 N
4	CUSTOM COPY & PRIN 1980562		20.68 N

Questions on Customer Order 2231521861  
Call your local Staples Store

\*\*\*\*\*

Subtotal 690.19

Total 690.19

Mastercard USD\$690.19

Card No. : XXXXXXXXXXXX9988 [C]

Chip Read

Auth No. : 61777Z

AID.: A0000000041010





20 Tri City Road  
Somersworth (Dover), NH 03878  
603-750-0078

Sale

Store: 1100 Register: 2  
Date: 7/16/22 Time: 3:10 PM  
Transaction: 19255 Cashier: 2034124

REWARDS NUMBER 3447 400525

Qty	Item	Price	Amount
	LEGAL INDEX 1-25 W		
6	718103125000	7.99	41.19 N
	Coupon No. 90858		(6.75)
	LEGAL INDEX 26-50		
1	718103126175	7.99	6.86 N
	Coupon No. 90858		(1.13)
	LEGAL INDEX 26-50		
1	718103126175	7.99	6.87 N
	Coupon No. 90858		(1.12)
	LEGAL INDEX 26-50		
1	718103126175	7.99	6.86 N
	Coupon No. 90858		(1.13)
	LEGAL INDEX 26-50		
1	718103126175	7.99	6.87 N
	Coupon No. 90858		(1.12)
	LEGAL INDEX 26-50		
1	718103126175	7.99	6.86 N
	Coupon No. 90858		(1.13)
	LEGAL INDEX 26-50		
1	718103126175	7.99	6.87 N
	Coupon No. 90858		(1.12)
	360 LGHT TO A 8FT		
1	819124016145	28.99	24.92 N
	Coupon No. 90858		(4.07)
	STPLS STAN VIEW BN		
1	718103325424	8.60	7.39 N
	Coupon No. 90858		(1.21)
	STPLS STAN VIEW BN		
1	718103325424	8.60	7.39 N
	Coupon No. 90858		(1.21)
	STPLS STAN VIEW BN		
1	718103325424	8.60	7.39 N
	Coupon No. 90858		(1.21)
	STPLS SDV BINDER 3		
1	718103404501	12.99	11.16 N
	Coupon No. 90858		(1.83)
	STPLS SDV BINDER 3		
1	718103404501	12.99	6.01 N
	100% Price Guarantee: \$6.99		(6.00)
	Coupon No. 90858		(0.98)
	STPLS SDV BINDER 3		
1	718103404501	12.99	6.00 N
	100% Price Guarantee: \$6.99		(6.00)
	Coupon No. 90858		(0.99)

Subtotal 152.64

Total 152.64

Mastercard USD\$152.64

Card No. : XXXXXXXXXXXXX9988 [C]

Chip Read

Auth No. : 75445Z

AID.: A0000000041010

\*\*\*\*\*

Coupon Summary

Coupon	Exp Date	Amount
90858	07/30/22	25.00

\*\*\*\*\*

Staples Connect,  
the working and learning store.  
Discover every tool to take on tomorrow  
including products, services  
and inspiration that help you  
unlock what is possible.

Shop Smarter. Get Rewarded.  
Staples Rewards members get up to  
5% back in Rewards.  
Exclusions Apply. See an associate for  
full program details or to enroll.

THANK YOU FOR SHOPPING AT  
STAPLES CONNECT!



α T 1 1 3 3 L D 1 1 4 1 3 4 H K 4 A W P R I α

Customer Copy  
CUT HERE

**Subject:** Staples Print & Marketing Services: Order 2231549190 is ready to be picked up.

**Date:** Monday, July 11, 2022 at 10:58:07 AM Eastern Daylight Time

**From:** Staples Copy & Print

**To:** Marcia Brown

Dear Marcia Brown,

Great news! Your order is ready to be picked up. Please go to the store and see a Print & Marketing associate for your order.

Thank you for shopping at Staples!

**Your Order**

#2231549190  
Order Date: Jul 11, 2022  
Total: \$8.05

**Store #1100**  
20 Tri City Road  
Somersworth (Dover), NH 03878

**Phone: (603) 750-0078**

**Hours**

Sun 10am-6pm  
Mon 9am-7pm  
Tue 9am-7pm  
Wed 9am-7pm  
Thu 9am-7pm  
Fri 9am-7pm  
Sat 9am-6pm

**Ordered Item**

Custom Jobs

**Qty**

1

**Price**

\$8.05



To unsubscribe, [click here](#).

**Subject:** Staples Print & Marketing Services: Order 2231521799 is ready to be picked up.

**Date:** Monday, July 11, 2022 at 10:59:52 AM Eastern Daylight Time

**From:** Staples Copy & Print

**To:** Marcia Brown

Dear Marcia Brown,

Great news! Your order is ready to be picked up. Please go to the store and see a Print & Marketing associate for your order.

Thank you for shopping at Staples!

**Your Order**

#2231521799  
Order Date: Jul 11, 2022  
Total: \$610.84

**Store #1100**  
20 Tri City Road  
Somersworth (Dover), NH 03878

**Phone: (603) 750-0078**

**Hours**

Sun 10am-6pm  
Mon 9am-7pm  
Tue 9am-7pm  
Wed 9am-7pm  
Thu 9am-7pm  
Fri 9am-7pm  
Sat 9am-6pm

**Ordered Item**

	<b><u>Qty</u></b>	<b><u>Price</u></b>
Custom Jobs	4	\$20.68
Custom Jobs	4	\$324.95
Custom Jobs	4	\$265.21



To unsubscribe, [click here](#).