

DW 11-111



**PENNICHUCK**  
PENNICHUCK EAST UTILITY, INC.

25 Manchester Street  
Merrimack, NH 03054  
603-882-5191 (phone)  
603-913-2305(fax)



SENT VIA CERTIFIED MAIL

September 28, 2011

Debra A. Howland  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429

Re: Order 25,265 Order Publication Affidavit  
DW 11-111

Dear Ms. Howland:

Please find enclosed original affidavit of publication in the New Hampshire Union Leader for Order 25,265 dated September 6, 2011 for your records.

I trust you will find this satisfactory.

Sincerely,

Bonalyn J. Hartley  
Vice President, Administration & Regulatory Affairs

Enclosures

cc: Steven Camarino, Esq., McLane, Graf, Raulerson & Middleton

562307

# UNION LEADER CORPORATION

P O BOX 9513  
MANCHESTER, NH 03108



PENNICHUCK WATER WORKS INC  
ATTN ACCOUNTS PAYABLE  
PO BOX 1947  
MERRIMACK NH 03054-1947

I hereby certify that the legal notice of PUB. UTILITIES -DW 11-111,  
PO number:ORDER #25,265 was published in the New Hampshire Union Leader  
and/or New Hampshire Sunday News, newspapers printed at Manchester, NH  
by the Union Leader Corp.

On :

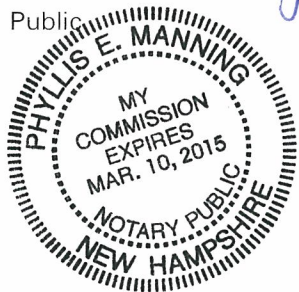
09/12/2011

State of New Hampshire  
Hillsborough County  
Subscribed and sworn to before me this

20th day of September, 2011

*Phyllis E. Manning*

Notary Public



## Legal Notice

STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
DW 11-111  
PENNICHUCK EAST UTILITY, INC.  
Revisions to Fire Protection Tariff  
Order Nisi Approving Revisions  
ORDER NO. 25,265  
September 6, 2011

### I. BACKGROUND

On May 19, 2011, Pennichuck East Utility, Inc. (PEU) submitted a Verified Petition requesting approval of certain revisions to its fire protection tariff for its customers in the Town of Litchfield. PEU provides water service to approximately 6,828 customers in the Towns of Litchfield, Pelham, Windham and in limited areas of Atkinson, Barnstead, Bow, Chester, Conway, Derry, Exeter, Hooksett, Lee, Londonderry, Middleton, Plaistow, Raymond, Sandown, Tilton, and Weare.

In PEU's last general rate case, Docket No. DW 07-032, the Commission approved a monthly fire protection charge of \$12.59 per customer for public fire protection service within Litchfield. That charge was based on a 2007 cost of service study which concluded that \$252,605 of revenue was required to provide service to the 198 hydrants in the town. There are now 211 fire hydrants in use within the town. On March 10, 2011, PEU received a letter from Litchfield indicating that the town had voted to approve an article to assume responsibility for fire protection charges, appropriate \$69,989 for fire protection service for the final three months of 2011, and include appropriations for future fire protection charges in its operating budget. Thus, pending approval of this Commission, PEU would bill Litchfield for the fire protection charges applicable to service in the town and discontinue billing such charges to current retail customers in the town. As a result, PEU proposes a monthly hydrant charge of \$69.53 per hydrant, and a monthly availability fee of \$8,318.51 to the town. Together these charges would generate \$275,872 in revenue. PEU included a proposed tariff page (Proposed Page 44A) with its filing.

On August 23, 2011, Staff filed a letter, with copies of discovery materials, recommending that the Commission approve PEU's request. Staff stated that the proposal was revenue-neutral to PEU and that the calculated rates for hydrant charges and availability fee were consistent with the results of the cost of service study completed in the DW 07-032 rate case. Staff also indicated that the number of hydrants has increased in Litchfield since the cost of service study was completed and that increase accounts for the fact that more revenues (\$275,872) will be recovered from Litchfield under the proposed tariff.

### II. COMMISSION ANALYSIS

RSA 378:7 authorizes the Commission to fix rates after a hearing upon determining that the rates, fares, and charges are just and reasonable. The Commission previously approved PEU's revenue requirement in Docket No. DW 07-032, Order No. 24,840, which will not be affected by the proposed tariff changes. Because PEU has proposed to apply the monthly hydrant charge established in its 2007 cost of service study, the change in hydrant-related revenues is solely the result of an increased number of hydrants and not an increase in the rate imposed. The Town of Litchfield has voted to pay the cost of fire protection service provided in the Town through its operating budget. Thus, the fire protection rate paid by retail customers in Litchfield will be eliminated. The way in which fire service charges are collected is changing but the total revenue collected by PEU remains the same, other than to reflect the greater number of hydrants now in service in the town. Because these charges are based on a 2007 cost of service study previously adjudicated, we find the resulting rates to be just and reasonable. We approve PEU's proposed tariff pages effectuating this change: Page 44A, which imposes a monthly hydrant charge of \$69.53

Said sale being located on the mortgaged premises and having a present address of 37 Chaisson Road, Plymouth, Grafton County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Grafton County Registry of Deeds in Book 3302, Page 798.

### 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 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 August 22, 2011.

DEUTSCHE BANK NATIONAL  
TRUST COMPANY, AS TRUSTEE FOR  
NOVASTAR MORTGAGE FUNDING  
TRUST, SERIES 2006-4

By its Attorneys,  
Matthew W. Johnson, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201104-0768 - GRY

(UL - Aug. 29; Sept. 5, 12)

## Legal Notice

### NOTICE OF MORTGAGEE'S SALE

By virtue of the Power of Sale contained in a certain Mortgage Deed given by Richard E. Santerre and Deana E. Santerre, having a mailing address of 47 Mill Pond Road, Epping, New Hampshire 03042, to Susan L. Murray, Trustee of the Pobama Trust u/d/t dated August 18, 1990, and Nelson J. Murray, Jr. (hereinafter collectively called "Mortgagee") both with a mailing address of P.O. Box 359, Hampton, New Hampshire 03842, which Mortgage is dated August 26, 2005 and recorded on August 26, 2005 in the Rockingham County Registry of Deeds at Book 4538, Page 0707, Mortgagee, pursuant to and in execution of said Power of Sale and for breach of the condition of said mortgage, to wit: nonpayment of principal and interest when due, will sell at

### PUBLIC AUCTION on:

Friday, October 14, 2011 at 9:00 A.M. on the premises located at 47 Mill Pond Road, Epping, New Hampshire, (the "Mortgaged Premises"), more particularly described as follows:

A certain parcel of land with all the buildings containing 1.11 acres, more or less, situated in Epping, County of Rockingham and State of New Hampshire and being shown as Lot No. 2 on Plan of

2011.  
Susan Murray, Trustee of the Pobama Trust, and Nelson J. Murray, Jr. Donahue, Tucker & Ciandella, PLLC By their attorney,  
By: Denise A. Poulos, Esq.  
111 Maplewood Ave., Ste. D  
Portsmouth, NH 03801  
(603) 766-1686

(UL - Sept. 12, 19, 26)

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by Andrew N. Cox ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated August 25, 2005 and recorded with the Carroll County Registry of Deeds at Book 2451, Page 6 (the "Mortgage"), which mortgage is held by Federal National Mortgage Association, 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  
Tuesday, September 20, 2011  
at  
12:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 773 Whittier Highway, Moultonborough, Carroll County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Carroll County Registry of Deeds in Book 2451, Page 4.

### 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 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 August 23, 2011.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION

By its Attorneys,  
Matthew W. Johnson, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201106-1582 - GRY

(UL - Aug. 29; Sept. 5, 12)