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July 23, 2007

VIA OVERNIGHT DELIVERY

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



Re: Proof of Publication – Docket No. DG 07-072

Dear Ms. Howland:

In accordance with the Order of Notice issued on June 25, 2007, in Docket No. DG 07-072, enclosed please find Northern's Affidavit of Publication and the tear sheet from the Union Leader.

The Notice appeared in the NH Union Leader on June 28, 2007.

If you have any questions regarding this filing, please do not hesitate to contact me at 508-836-7274.

Sincerely,

A handwritten signature in cursive script that reads "Susan B. Kullberg".

Susan B. Kullberg  
Regulatory & Tariff Administrator

Enclosures

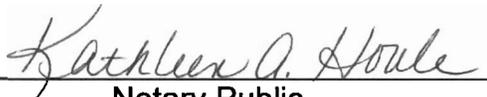
cc: Patricia M. French, Esq.

## Affidavit of Publication

I, Susan B. Kullberg, Regulatory & Tariff Administrator, hereby certify that publication of the Order of Notice issued in Docket DG 07-072, has been made and given as directed in the Commission's Order issued on June 25, 2007.

  
\_\_\_\_\_  
Susan B. Kullberg

On this 23<sup>rd</sup> day of July, 2007, before me, the undersigned notary public, personally appeared Susan B. Kullberg, whose identity is personally known to me and is the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Jan. 29, 2010

## Legal Notice

THE STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
DG 07-072

### ORDER OF NOTICE

On May 23, 2007, the Commission advised the parties in DG 07-033 and DG 07-050 by secretarial letter that it would transfer an issue contained in both those dockets, relating to the indirect gas costs of EnergyNorth Natural Gas, Inc. d/b/a KeySpan Energy Delivery (KeySpan or ENGI) and Northern Utilities, Inc. (Northern), into a new docket. The Commission described the issue to be transferred to this new docket as "the appropriate carrying charge rate to calculate the cost of supply-related working capital." Indirect gas costs are costs such as bad debt or working capital that support the companies' gas supply function and are recovered through the cost of gas (COG) rate rather than through delivery or base rates.

For KeySpan, this issue was first raised in DG 06-121, KeySpan's winter 2006-2007 COG filing, through Staff's report filed on March 29, 2007. Staff's report recommended that "the Commission conduct an investigation of the methodology used by ENGI to calculate its supply-related working capital costs including, but not limited to ... the appropriateness of using the overall cost of capital as a proxy for the carry charge rate."

For Northern, this issue was first raised in DG 07-033, Northern's 2007 summer COG proceeding, through Staff's testimony filed on April 16, 2007. Staff's testimony recommended that "[s]ince the recovery of direct gas costs is essentially risk-free and supply-related working capital is a short-term borrowing requirement, an appropriate carrying charge would be Northern's weighted cost of short-term debt."

Both KeySpan and Northern objected to Staff's recommendations and each company argued that it should earn its overall cost of capital, grossed up for taxes, on its cash working capital. KeySpan also questioned whether the issue of the carrying charge rate is properly before the Commission and objected to Staff's recommendation regarding the effective date of any change in the carrying charge rate.

The Commission recently determined a carrying charge for supply related working capital for two electric utilities, Unifil Energy Systems (Unifil), DE 06-123, Order No. 24,682 at 11, and Granite State Electric Company (Granite State), DE 07-012, Order No. 24,736. In both these electric company dockets, the Commission approved the use of the prime interest rate for cash working capital needed for the purchase of energy supply.

This proceeding is opened to consider, inter alia, issues related to the appropriate carry charge rates for cash working capital related to gas supply costs and the effective date for such interest rate to the extent it is different from the currently effective rate. KeySpan and Northern shall each be made a party to this proceeding. In view of the possibility that this docket could result in basing the interest rates applicable to cash working capital on short term borrowing costs of KeySpan and Northern, the Com-

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 Manchester, New Hampshire, on June 11, 2007.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS FORMERLY KNOWN  
AS BANKER'S TRUST COMPANY,  
AS TRUSTEE AND CUSTODIAN  
FOR DIS 2005-HE4

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
78 West Merrimack Street  
Manchester, NH 03101  
(603) 669-7963  
200705-0984 - ORE

(UL - June 14, 21, 28)

## 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 Raymond Thibodeau (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., as Nominee for WMC Mortgage Corp. and now held by WMC Mortgage Corp., as Owner and holder of the Mortgage Loans (the "Mortgagee"), said mortgage dated December 6, 2006 and recorded with the Strafford County Registry of Deeds in Book 3469 at Page 839 (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

Thursday, July 5, 2007

12:00 p.m.

Said sale to be held on the mortgaged premises hereinafter described and having a present address of 76 Kings Highway, New Durham, Strafford County, New Hampshire. The premises being more particularly described in the Mortgage as follows:

(UL - June 14, 21, 28)

## Legal Notice

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

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Shawn P. Cleveland to IndyMac Bank, F.S.B., dated October 22, 2003 and recorded with the Strafford County Registry of Deeds at Book 2887, Page 108, which is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 A.M. on July 12, 2007, on the mortgaged premises located at 10 Darby Lane, Rochester, NH 03839, all and singular the premises described in said mortgage, TO WIT:

A certain tract of land with the buildings and improvements thereon, shown as Lot #25 on "Plan of Inland Acres, Rochester, N.H." recorded in Strafford County Registry of Deeds as Plan #16-24 and located off the easterly side of Estes Road in Rochester, County of Strafford and State of New Hampshire, bounded and described as follows: Beginning on the northerly side of an unnamed road shown on the aforesaid plan at the southwesterly corner of the within described lot and the southeasterly corner of Lot #26 as shown on the aforesaid plan; thence N 11° 30' W by Lot #26 a distance of 300 feet; thence N 78° 30' E a distance of 150 feet to the northwesterly corner of Lot #24 on the aforesaid plan; thence 11° 30' E a distance of 300 feet by Lot #24 on the aforesaid plan; thence S 11° 30' E a distance of 300 feet by Lot #24 on the aforesaid plan; thence S 11° 30' E a distance of 300 feet by Lot #24 to the northerly side of the aforesaid unnamed road; thence by said unnamed road S 78° 30' W a distance of 87.65 feet and further distance 62.35 feet to the point of beginning. Subject to the following: All matters shown on Plan #16-24 recorded with the Strafford County Registry of Deeds. Declaration of Covenants dated September 8, 1977 recorded at Book 1003, Page 445 with said Registry. Easement to New England Telephone and Telegraph described in deed dated June 18, 1976 recorded at Book 984, Page 586 with said Registry. For mortgagor's(s) title see deed recorded with Strafford County Registry of Deeds in Book 2887, Page 106.

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 services upon the mortgagee, and upon such bond as the court may require to enjoin the scheduled foreclosure sale.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements

## Legal Notice

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

By virtue of a Power of Sale contained in a certain mortgage given by **Carla J. Proulx and Richard H. Proulx** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated August 15, 2002 and recorded with the Hillsborough County Registry of Deeds at Book 6712, Page 1165 (the "Mortgage"), as affected by Subordination agreement dated November 21, 2005 and recorded with the Hillsborough County Registry of Deeds at Book 7597, Page 1025, which mortgage is held by Mortgage Electronic Registration Systems, Inc., 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  
Thursday, July 5, 2007  
at  
5:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 351 Vinton Street, Manchester, Hillsborough County, New Hampshire. The premises more particularly described in the Mortgage.

Subject to a first mortgage to Federal National Mortgage Association dated August 15, 2002 and recorded with the Hillsborough County Registry of Deeds at Book 6723, Page 2475 in the original principal amount of \$112,000.00

For mortgagors' title see deed recorded with the Hillsborough County Registry of Deeds in Book 5014, Page 315.

#### NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED 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

parties, Staff of the Commission and any intervenors told a Technical Session to establish a procedural schedule and allow the parties to provide any responses they deem appropriate on the issues identified for investigation in this docket; and it is

**FURTHER ORDERED**, that pursuant to N.H. Admin. Rules Puc 203.12, KeySpan and Northern shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than June 29, 2007, in a newspaper with general circulation in those portions of the state in which operations are conducted, publication to be documented by affidavit filed with the Commission on or before July 25, 2007; and it is

**FURTHER ORDERED**, that pursuant to N.H. Admin. Rules Puc 203.17, any party seeking to intervene in the proceeding shall submit to the Commission seven copies of a Petition to Intervene with copies sent to KeySpan, Northern, Unittl, Granite State, Public Service and the Office of the Consumer Advocate on or before July 19, 2007, such Petition stating the facts demonstrating how its rights, duties, privileges, immunities or other substantial interest may be affected by the proceeding, as required by N.H. Admin. Rule Pub 203.17 and RSA 541-A:32.1(b); and it is

**FURTHER ORDERED**, that any party objecting to a Petition to Intervene make said Objection on or before July 25, 2007.

By order of the Public Utilities Commission of New Hampshire this twenty-fifth day of June, 2007.

Debra A. Howland

Executive Director & Secretary

Individuals needing assistance or auxiliary communication aids due to sensory impairment or other disability, should contact the Americans with Disabilities Act Coordinator, NHPUC, 21 S. Fruit St., Suite 10, Concord, New Hampshire 03301-2429; 603-271-2431; TDD Access: Relay N.H. 1-800-735-2964. Notification of the need for assistance should be made one week prior to the scheduled event.

Although Order 24,736 does not specifically mention the interest rate on Granite State's cash working capital the rate approved was the prime rate as shown at Exhibit 2, Schedule SMM at 5.

(UL - June 28)

## Legal Notice

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

By virtue of a Power of Sale contained in a certain mortgage given by **Sadie Stanhope** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated April 18, 2005 and recorded with the Hillsborough County Registry of Deeds at Book 7445, Page 1185 (the "Mortgage"), which mortgage is held by Deutsche Bank Trust Company Americas formerly known as Banker's Trust Company of Toronto and Canadian for

To the extent any power line easement to New Hampshire Electrical Co-operative, Inc. may exist along the northeasterly side of said lot, it is excluded herefrom. However, it is believed that the contemplated easement first referred to in deed of Thomas Woodward to White and Blouin dated March 29, 1977 and recorded at Book 995, Page 41 was never actually conveyed to New Hampshire Electric Co-operative, Inc. and moreover, such contemplated easement has been subsequently supplanted by the present utility line of Public Service Company of New Hampshire which is located within the boundary of the public right of way known as the Kings Highway.

Also reserving to Lorraine Drake and Lawrence Helfer (Lot 1) the right to use of the existing driveway in the northerly corner of said tract (Lot 2).

Said parcel is conveyed subject to a restrictive covenant that no mobile home shall be placed on said parcel.

Rights, right of way, reservation, easements, restrictions, covenants and conditions in instruments recorded in Strafford County Registry of Deeds in Book 3126, Page 915.

Notes, rights of way rights, reservations, easements, restrictions, covenants, conditions and other matters depicted on a plan recorded in Strafford County Registry of Deeds in Plan 17A-154.

Meaning and intending to describe and convey the same premises conveyed to the Grantor herein by Warranty Deed of Donald A. Voltz and Linda G. Voltz dated January 6, 2005 and recorded in the Strafford County Registry of Deeds in Book 3126, Page 915.

The description of the property contained in the mortgage shall control in the event of an error in this publication.

For Mortgagors' Title see deed dated January 6, 2005 and recorded in Book 3126 at Page 915 with the Strafford County Registry of Deeds.

#### 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,