



PENNICHUCK WATER

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

SENT VIA OVERNIGHT MAIL

May 22, 2013

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



Re: Order 25,510 Order Publication Affidavit
DW 12-359

Dear Ms. Howland:

Please find enclosed original affidavit of publication in the New Hampshire Union Leader for Order 25,510 related to DW 12-359 dated May 17, 2013 for your records.

I trust you will find this satisfactory.

Sincerely,

Charlie Hoepper
Director Regulatory Affairs

Enclosures

UNION LEADER CORPORATION

**P O BOX 9513
MANCHESTER, NH 03108**

**0000158493
PENNICHUCK CORPORATION
25 MANCHESTER ST
MERRIMACK NH 03054**

I hereby certify that the legal notice: (0000679230) PUB UTILITIES – DW 12-35~~2~~⁹
was published in the New Hampshire Union Leader
printed at Manchester, NH by the Union Leader Corp.
On:
05/17/2013.

**State of New Hampshire
Hillsborough County**

Subscribed and sworn to before me this

17 day of May 2013

Phyllis E Manning
Notary Public



Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Emily Lamatina and Edward Lamatina** ("the Mortgagor(s)") to James B. Nutter & Company, dated April 22, 2008 and recorded with the Belknap County Registry of Deeds at Book 2489, Page 0747, as affected by a Final Decree of Judgment recorded in said registry on November 16, 2012 at Book 2812, Page 269 (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
Monday, June 10, 2013
at
5:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 20 Shane Way, Unit 1 a/k/a Unit 64, The Evergreens, A Condominium, Laconia, Belknap County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Belknap County Registry of Deeds in Book 2328, Page 969.

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 May 9, 2013.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By its Attorneys,
Jody A DiGiacomandrea, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201201-0331 - TEA

(UL-May 17, 24, 31)

Legal Notice ✓

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DW 12-359

PENNICHUCK WATER WORKS, INC. Water Infrastructure and Conservation Adjustment 2013-2015 Summary of Order Nisi Granting Petition NOTICE OF ORDER NO. 25,510 May 15, 2013

SUMMARY OF ORDER

On December 19, 2012, Pennichuck Water Works, Inc. (PWW) filed its list of proposed capital projects under its Water Infrastructure and Conservation Adjustment (WICA) tariff provisions. PWW requests Commission approval of its 2013 projects, for which it will later seek cost recovery through the WICA for service rendered on and after April 1, 2014. PWW also requests approval of its proposed 2014 projects, which would be included in the WICA for service rendered on and after April 1, 2015. PWW also provided a list of proposed 2015 projects for advisory purposes. The petition and subsequent docket filings, other than any information for which confidential treatment is requested or granted by the Commission, is posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2012/12-359.html>

Staff and the parties reviewed PWW's filing. Staff recommends approval of PWW's proposed 2013 and 2014 WICA projects and recommends that accumulated depreciation be deducted from total WICA plant investment when the surcharge is ultimately calculated. Staff stated that consistent with traditional ratemaking methodology, one-half year of accumulated depreciation ought to be deducted in the first year the assets are in service, and a full year for all subsequent years. PWW concurred with Staff's recommendation. OCA, without waiving any objection to the existence of a WICA program, supports PWW's proposed 2013 projects as the projects leverage municipal work on sewer and storm drains, to the benefit of customers.

Mr. Teebooni, an intervenor, recommended the Commission reject the WICA filing in favor of the full rate case, which has been recently docketed as DW 13-130, and order Staff to document and publish its methodology for evaluating the benefits of a WICA and assessing the surcharge before hearing another WICA petition.

Based on the information presented in PWW, Staff, OCA, and Mr. Teebooni's filings, the Commission finds that the proposed capital projects and budget for 2013 are reasonable and necessary, and that the investment decisions are prudent. When PWW seeks cost recovery of these projects in its 2014 WICA filing, to be submitted on or before December 31, 2013, the Commission will determine whether the projects are, in fact, used and useful in the provision of utility service, pursuant to RSA 378:28, prior to permitting PWW to recover in rates on those assets. The Commission approved the schedule of 2014 projects on a preliminary basis, understanding that PWW, Staff and the parties may make further recommendations once the 2014 filing is made and reviewed.

All persons interested in responding to the Order Nisi may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than May 31, 2013 for the Commission's consideration; and any party interested in responding to such comments or request for hearing shall do so no later than June 7, 2013. The Order Nisi shall be effective June 14, 2013, unless the Commission orders otherwise.

(UL - May 17)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Herbert W. Twombly, Trustee of the Herbert W. and Christine A. Twombly Trust** dated September 11, 1995 and Christine A. Twombly, Trustee of the Herbert W. and Christine A. Twombly Trust dated September 11, 1995 ("the Mortgagor(s)") to Connecticut River Bank, N.A., dated July 23, 2007 and recorded with the Cheshire County Registry of Deeds at Book 2453, Page 213 (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
Monday, June 10, 2013
at
12:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 53 Swanzy Factory Road, North Swanzy, Cheshire County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Cheshire County Registry of Deeds in Book 1534, Page 575.

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.

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Dated at Newton, Massachusetts, on May 15, 2013.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By its Attorneys,
Joshua Ryan-Polczinski, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201302-0969 - GRY

(UL - May, 17, 24, 31)

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