

May 26, 2016

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

NHPUC 27MAY16AM11:11

Via Email and Fedex Overnight

Ref: Order No. 25,896 in Docket No. DW 16-220
WICA - Affidavit of Publication Filing

Dear Ms. Howland,

In accordance with the Order noted above, attached are an original and two copies of the affidavit of publication filing for the Order noted above. The attached will show proof of publication of the Order Nisi in a statewide newspaper of general circulation (Union Leader) by May 17 as indicated in the Order.

Please let me know if you require any additional information in accordance with the Affidavit of Publication Filing requirement.

Sincerely,



Carol Ann Howe, CPA
Assistant Treasurer and Director of Regulatory Affairs and Business Services
carolann.howe@pennichuck.com
603-913-2320

Attachments

Cc: Kim Smith, Thomas Getz, Larry Goodhue, Donald Ware, Jay Kerrigan

Ogden Newspapers of New Hampshire, LLC

PUBLISHERS OF

The Telegraph

ESTABLISHED 1832

MEMBER OF THE ASSOCIATED PRESS

Main Office

17 Executive Drive

Hudson, NH 03051

(603) 882-2741

AFFIDAVIT OF PUBLICATION

I, Monique Savoie, The Telegraph and Cabinet Press Public Notice Representative, hereby certify that the Advertisement/Notice for Pennichuck Water Works was inserted in The Telegraph, a daily newspaper, published in Hudson, County of Hillsborough, State of New Hampshire on Tuesday, May 17th, 2016 with Insertion Ad# 658 and was distributed to the Publication's full circulation.



Telegraph/Cabinet Press Public Notice Representative

STATE OF NEW HAMPSHIRE, Hillsborough, ss.

Subscribed and sworn to before me, Jeni St. Laurent

this 17th day of May, 2016.



Notary Public

JENI ALDEN ST. LAURENT, Notary Public
My Commission Expires July 24, 2018

UNION LEADER CORPORATION

P O BOX 9513
MANCHESTER, NH 03108

0000158493
PENNICHUCK WATER CORPORATION
25 MANCHESTER ST
MERRIMACK NH 03054

I hereby certify that the legal notice: (0001847900) WICA DW 16-220 SUMMARY OF ORDE
was published in the New Hampshire Union Leader
On:
05/17/2016.

Terry M. Clark 5/17/16
Terry Clark

State of New Hampshire
Hillsborough County

Subscribed and sworn to before me this

17th day of May, 2016

[Signature]

Notary Public



fact of said successful bidder, to assign all rights and obligations evidenced by the Memorandum, as a result of the bidder's failure to perform. If the deposit is retained for any reason, it shall become the property of the Mortgagee. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed and affidavit shall be herein referred to as the "Conveyance Documents." At closing the successful bidder shall execute and deliver to the Mortgagee an acknowledgment and release acknowledging acceptance of the Conveyance Documents as full and complete performance by the Mortgagee under the Foreclosure Sale Agreement, and releasing any and all claims and rights against the Mortgagee and its agents, except as may be specifically provided for in the Conveyance Documents. The Conveyance Documents shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price and the Acknowledgment. There shall be no proration of rents, fuel, real estate taxes or of any other matter. The successful bidder shall pay both its and the Mortgagee's share of any and all transfer taxes and all recording fees. Time is of the essence with respect to every aspect of the Successful Bidder's obligations hereunder.

Exclusion of Warranties: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession, or tenancies, condition of the Mortgage Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgage Premises.

Right of Redemption - Internal Revenue Service: The Mortgage Premises may be encumbered by one or more Federal Tax Liens, the notice of such liens being recorded on August 24, 2009 in the Merrimack County Registry of Deeds at Book 3151, Page 607 and on May 6, 2013 at Book 3384, Page 475 of that same registry. To the extent the Mortgage Premises is so encumbered the sale may be subject to the Internal Revenue Service's rights of redemption under 26 U.S.C. §7425(d).

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises, the foreclosure sale of the Mortgaged Premises being offered WITH RESERVE; (4) waive reading this Notice or any portion thereof at the foreclosure sale; and (5) amend or alter the terms of sale as stated in this Notice by oral or written announcement made at any time before or during the foreclosure sale, and such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises, contact James R. St. Jean Auctioneers, at 45 Exeter Road, Epping, NH 03042. 603-734-4348, or 800-639-1810.

Dated: April 28, 2016

Lake Sunapee Bank, FSB
By Its Attorneys,
Ford & McPartlin, P.A.

10:00 a.m.
Said sale being located on the mortgaged premises and having a present address of 223 Mile Slip Rd. Milford, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.
For mortgagor(s)' title see deed recorded with the Hillsborough County Registry of Deeds in Book 6212, Page 430.

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 address of the mortgagee for service of process is Federal National Mortgage Association (Fannie Mae), Legal Department, International Plaza II, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254-2916 and the name of the mortgagee's agent for service of process is Todd Barton.

You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

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 April 8, 2016.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION

By Its Attorneys,
Andrew P. Ososky, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201207-0582 - TEA

(UL - May 17, 24, 31)

Dated at Newton, Massachusetts, on April 1, 2016.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION

By Its Attorneys,
Andrew P. Ososky, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201310-0965 - TEA

(UL - May 10, 17, 24)

Legal Notice

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
DW 16-220

PENNICHUCK WATER WORKS, INC.
Water Infrastructure and
Conservation Adjustment
2016-18 Capital Projects and
2016 Surcharge

Summary of Order *Nisi* No. 25,896
Granting Petition
May 9, 2016

In an order *nisi* issued today, the Commission approved Pennichuck Water Works, Inc.'s (PWWS), 2016 Water Infrastructure and Conservation Adjustment (WICA) surcharge of 3.03% for bills-rendered on and after June 1, 2016, and PWWS's schedule of proposed WICA projects for 2016. The Commission also preliminarily approved the proposed 2017 projects. The petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, are posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2016/16-220.html>.

PWW provides water service through its core system to customers in the City of Nashua and the towns of Amherst, Hollis, Merrimack, and Milford. The Commission first approved a WICA pilot program for PWW in 2011, in the form of a rate surcharge designed to accelerate replacement of aging infrastructure, and to provide an expedited recovery mechanism for necessary capital improvements that don't result in additional sales. It applies only to PWW's core water system and covers replacement of mains, valves, services, and hydrants.

In the order *nisi*, the Commission found WICA projects constructed by PWW in 2015 to be prudent and used and useful. The Commission approved a surcharge of 3.03% as just and reasonable for effect on bills rendered on or after June 1, 2016. With regard to the projects proposed for 2016, which were presented for review and final approval, and the projects proposed for 2017, which were presented for review and preliminary approval, the Commission granted final and preliminary approval respectively.

To ensure that all interested parties

Pennichuck

NOTICE CONTINUED

[End of Description of Mortgaged Premises]

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: 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. Failure to institute such petition and complete such service upon the Mortgagee conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure. The Mortgagee's address for service of process purposes is: Lake Sunapee Bank, FSB, 9 Main Street, P.O. Box 29, Newport, New Hampshire 03773. The address for the Mortgagee's agent for service of process is: 10 Pleasant Street, Suite 400, Portsmouth, New Hampshire 03801.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to any and all unpaid taxes, mortgages, liens and other encumbrances entitled to precedence over the Mortgage.

Terms: To qualify to bid, bidders other than the Mortgagee must place \$10,000.00 on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the foreclosure sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The Mortgagee reserves the right to accept back up Foreclosure Sale Agreements from one or more unsuccessful bidders to become in force in the event that the successful bidder shall fail to timely close. The successful bidder will be required to execute a Memorandum of Foreclosure Sale (the "Memorandum") at the time and place of sale, and, if the successful bidder shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. A copy of the Memorandum shall be available for inspection prior to commencement of the foreclosure sale. The successful bidder will be required to tender an additional deposit (the "Additional Deposit") within ten (10) days of the date of the sale, in an amount sufficient to bring the total Additional Deposit and Initial Deposit (the "Deposit") to an amount equal to ten percent (10%) of the successful bid. All Deposits shall be held by the Mortgagee among its general funds without any obligation to segregate the same and without any obligation to pay interest on the same. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check on or before the thirtieth (30th) day after the date of sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the thirtieth (30th) day after the date of foreclosure sale, then the

By: /s/ Richard K. McPartlin
Richard K. McPartlin, Esquire
10 Pleasant St., Suite 400
Portsmouth, NH 03801
Telephone: 603-433-2002
Facsimile: 603-433-2122
rmcpartlin@fordlaw.com

(UL - May 10, 17, 24)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Kristina E. Theo** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated October 14, 2003 and recorded with the Rockingham County Registry of Deeds at Book 4174, Page 863 (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
Wednesday, June 1, 2016
at
3:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 16 Meetinghouse Drive, Londonderry, Rockingham County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Rockingham County Registry of Deeds in Book 4174, Page 861.

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 address of the mortgagee for service of process is Federal National Mortgage Association (Fannie Mae), Legal Department, International Plaza II, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254-2916 and the name of the mortgagee's agent for service of process is Todd Barton.

You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

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

receive notice of this docket and have an opportunity to request a hearing, the Commission delayed the effectiveness of these approvals until May 31, 2016. All persons interested in responding to the Commission's approvals may submit their comments or file a written request for a hearing no later than May 23, 2016. Any party interested in responding to such comments and request for hearing shall do so no later than May 27, 2016. Following consideration of any comments and request for hearing received, the Commission may further extend the effective date of its approvals. The Commission's approvals shall become final and effective on May 31, 2016, unless the Commission orders otherwise.
(UL - May 17)

Public Notices
They're how you know!
Public Notices help citizens to stay alert to what is happening in the community
New Hampshire Union Leader
and
New Hampshire Sunday News
make it easy for you.
Call or email us at 603-668-4321 x260
or
legals@unionleader.com

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Richard F. LaBonte and Cheryl L. LaBonte** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated January 27, 2003 and recorded with the Hillsborough County Registry of Deeds at Book 6826, Page 941 (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