RATH YOUNG PIGNATELLI

James J. Steinkrauss
Attorney-at-Law
jjs@rathlaw.com
(603) 410-4314
Please reply to: Concord Office

October 18, 2021

VIA ELECTRONIC MAIL AND REGULAR MAIL

Dianne Martin, Chairwoman
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Re: 2020 Petition of Pennichuck East Utility, Inc.
Qualified Capital Project Annual Adjustment Charge
Docket DW 20-019

Dear Chairwoman Martin:

On behalf of Pennichuck East Utility, Inc., please find this original of the Affidavit of Compliance with exhibits evidencing the publication of Order No. 26,525 by October 1, 2021. This Affidavit of Compliance is filed pursuant to PUC Rule 203.12(d) as evidence that the Order was published in the New Hampshire Union Leader and on the Company's website pursuant to the requirements of the Order and PUC Rule 203.12(b).

Please let me know if you have any questions or concerns.

Thank you.

Sincerely,

James J. Steinkrauss

Enc.
Cc: Office of Consumer Advocate

STATE OF NEW HAMPSHIRE
PUBLIC UTILITY COMMISSON
Docket DW 20-019

PENNICHUCK EAST UTILITY INC. 2020 Petition for Qualified Capital Project Annual Adjustment Charge	)

Affidavit of Notice Compliance

On September 30, 2021, Pennichuck East Utility, Inc. (hereinafter "Company") published Order No. 26,525 issued by the Public Utility Commission on September 23, 2021 in Docket DW 20-019 in the New Hampshire Union Leader. The Company also published the Order on the Company's website on September 28, 2021. A true and accurate copy of the notice posted in the NH Union Leader and on the Company's website are attached hereto as Exhibit A and Exhibit B in accordance with the Order and PUC Rule 203.12(d).

Signed under the pains and penalties of perjury this the 18th day of October 2021.

By: Carol Ann Howe

Carol Ann Howe, CPA
Assistant Treasurer & Director of
Regulatory Affairs and Business Services

EXHIBIT A

Copy of the Notice Published in Union Leader

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Anthony Costello and Erica Costello** to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for Carrington Mortgage Services, LLC, dated June 10, 2017 and recorded with the Grafton County Registry of Deeds in Book 4290, Page 0807, of which mortgage BankUnited N.A. is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **20 Twin Drive, Bethlehem, Grafton County, New Hampshire** will be sold at a Public Auction at **12:00 PM** on **August 25, 2021,** being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

For mortgagor's title, see deed recorded with the Grafton County Registry of Deeds in Book 4167, Page 483.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: 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 AGENTS FOR SERVICE OF PROCESS ARE:

BANKUNITED N.A., 14817 OAK LANE, MIAMI LAKES, FL, UNITED STATES 33016 (Mortgagee)

CARRINGTON MORTGAGE SERVICES, LLC, C/O C T CORPORATION SYSTEM, 2 1/2 Beacon Street, Concord, NH 03301 (Mortgagee Servicer)

You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at nhbd@banking.nh.gov

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 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 easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 ($5,000.00) by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

BankUnited N.A.
Present holder of said mortgage,
by its Attorneys
Susan W. Cody
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
(978) 256-1500
CGG 20-036744 Costello

NOTICE OF ADJOURNMENT

At the above time and place, the above referenced foreclosure was postponed, continued and adjourned until October 21, 2021 at 2:00 PM

By order of the Mortgagee which gives notice of its intention to bid at such sale or any postponement or adjournment thereof.

KORDE & ASSOCIATES, P.C.
Attorneys for the
Holder of the Mortgage
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
(September 30, 2021, October 7, 2021 and October 14, 2021)
20-036744
(UL - Sept. 30; Oct. 7, 14)

Legal Notice

Notice of Mortgagee's Foreclosure Sale of Real Estate

Pursuant to the Mortgage from **Paulette E. Branco and Alicia A. Childs** (the "Mortgagor") to First Essex Savings Bank (the "Mortgagee"), dated May 15, 1987, and recorded in the Rockingham County Registry of Deeds (the "Registry") at Book 2679, Page 1656 (the "Mortgage"), which mortgage is held by U.S. Bank Trust National Association, as Trustee of the Lodge Series IV Trust, the present holder of said Mortgage, and pursuant to the remedies set forth in the Mortgage and N.H. RSA 479:25, the Mortgagee, for breach of the conditions of the Mortgage and other loan documents secured thereby, and pursuant to the power of sale contained in the Mortgage, shall foreclose upon and sell the real property at **PUBLIC AUCTION ON OCTOBER 28, 2021 AT 12:00 P.M.** TO BE HELD AT THE PREMISES: 102 Jenness Road, Epping, NH 03042, County of Rockingham, State of New Hampshire.

1. The real property being foreclosed upon has a street address of 102 Jenness Road, Epping, New Hampshire (the "Premises"). See the Mortgage for a more particular description of the mortgaged property.

2. All property shall be conveyed "AS IS, WHERE IS". Mortgagee makes no warranties or representations of any kind in connection with the property and/or any rights which may be conveyed with the property. In particular, and without limiting the foregoing, Mortgagee makes no warranty or representation regarding the title to the property; the current status or performance of any leases; the accuracy of any statement as to the boundaries, acreage or frontage; the habitability of any structures; the condition of any wells or septic systems; the availability of any utilities, access, income potential, rental or income information; compliance of the property with applicable zoning or other land use laws or regulations; or the existence or non-existence of hazardous material, asbestos, radon, lead paint or other health hazards. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY PERSONALTY. The Premises shall be sold subject to any and all unpaid real estate taxes, prior liens, tenancies and other encumbrances, whether or not of record, which may be entitled to precedence over the Mortgage. Risk of loss between the auction and closing shall be entirely on the successful bidder. Any warranty or representation made by any auctioneer or other person is not binding on Mortgagee. Mortgagee is expressly not responsible for any security deposits not in its possession.

3. Only qualified bidders may register to bid. In order to register to bid, such bidder shall tender to the auctioneer a certified check, or other form of payment satisfactory to the Mortgagee, in the amount of Five Thousand Dollars ($5,000.00) as the deposit. The deposits tendered by unsuccessful bidders shall be endorsed over and returned to them at the conclusion of the foreclosure auction. The deposit tendered by the successful bidder (the "Deposit") is non-refundable upon the lowering of the gavel. If the successful bidder neglects or refuses, for any reason, to execute the Memorandum of Sale, the Deposit shall be retained by Mortgagee.

4. The successful bidder shall be required to execute a Memorandum of Sale at the conclusion of the auction. Copies of the Memorandum of Sale can be obtained from the undersigned prior to the auction. Closing shall occur within thirty (30) days of the date of the auction, time being of the essence. At Closing the Mortgagee shall deliver its Foreclosure Deed and Affidavit of the acts undertaken by it pursuant to N.H. RSA 479:26, and the Purchaser shall pay the balance of the purchase price to Mortgagee by certified check or wire transfer. The successful bidder shall be responsible for 100% of the New Hampshire real estate transfer tax. There shall be no pro ration of real estate taxes, rents, fuel or any other item of expense or income. Failure of the successful bidder to close the sale, for any reason whatsoever, other than failure of Mortgagee to deliver its Foreclosure Deed and Affidavit, shall result in forfeiture of the Deposit as liquidated damages.

5. The successful bidder shall be responsible for any commission fees due to the auctioneer and any real estate commission or finder's fee due and payable to any other person and in no event shall Mortgagee or any of its agents be responsible for such fees or commissions.

6. The Mortgagee hereby reserves the right to (i) cancel the sale, (ii) postpone the sale one or more times to a date certain by announcement made prior to or at the time of the sale without further public notice, (iii) bid at and purchase the mortgaged property, (iv) reject any and all bids, (v) change the terms of sale stated in this notice by oral or written announcement made at any time before or during the auction sale and such changes shall be binding upon all bidders, and (vi) waive the reading of all or portions of the notice of the sale provided that copies of this notice are made available to bidders at the time and place of sale.

7. The Mortgagee, in its sole discretion, reserves the option to accept backup foreclosure bids. If the successful bidder fails to complete the purchase of the mortgaged premises as provided in the aforementioned Memorandum of Sale, the Deposit shall be retained by the Mortgagee as liquidated damages, to sell the mortgaged premises to the party submitting the next highest bid at the auction sale, or to sell the mortgaged premises to itself at such next highest bid.

8. Pursuant to RSA 479:25, the Mortgagor is notified as follows:

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 10 City Square, 4th Floor, Boston, MA 02129 and the name of the mortgagee's agent for service of process is SN Servicing Corporation c/o Demerle Hoeger LLP.

The New Hampshire banking department may be reached at 53 Regional Drive, Suite 200, Concord, NH 03301, with an email address of nhbd@banking.nh.gov, or online at www.nh.gov/banking. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800) 437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call.

Dated this 7th day of September 2021.

U.S. Bank Trust National
Association, as Trustee of the
Bungalow Series F Trust
Present holder of said mortgage
By its Attorneys,
Demerle Hoeger LLP
10 City Square, 4th Floor
Boston, MA 02129
(617) 337-4444
(UL - Sept. 16, 23, 30)

When required to place a legal notice...
New Hampshire Union Leader
and
New Hampshire Sunday News
make it easy for you.
Call or email us at
603-668-4321 x 264
or
legals@unionleader.com

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Thomas Dejulio and Lauren Dejulio** to Citizens Mortgage Corporation, dated December 29, 2003 and recorded with the Strafford County Registry of Deeds in Book 2923, Page 0066, of which mortgage Federal National Mortgage Association is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **168 Bay Road f/k/a 209 North Main Street, Farmington, Strafford County, New Hampshire** will be sold at a Public Auction at **4:00 PM** on **October 21, 2021,** being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

For mortgagor's title, see deed recorded with the Strafford County Registry of Deeds in Book 2923, Page 0064.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: 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 AGENTS FOR SERVICE OF PROCESS ARE:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATTN: Todd Barton, Legal Department, Granite Park VII, 5600 Granite Parkway, Plano, TX 75024 (Mortgagee)

NATIONSTAR MORTGAGE, LLC D/B/A MR. COOPER, C/O CORPORATION SERVICE COMPANY, 10 Ferry Street, Suite 313, Concord, NH 03301 (Mortgagee Servicer)

You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at nhbd@banking.nh.gov

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 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 easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 ($5,000.00) by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

Federal National
Mortgage Association
Present holder of said mortgage,
by its Attorneys
Susan W. Cody
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
(978) 256-1500
CXE 18-032860 Dejulio
(UL - Sept. 23, 30; Oct. 7)

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Joseph M. Brunelle and Vanessa Brunelle** to Merrimack Mortgage Company, Inc., dated January 25, 2007 and recorded with the Hillsborough County Registry of Deeds in Book 7800, Page 0861, of which mortgage U.S. Bank National Association, as Trustee, successor in interest to Bank of America, National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for LXS 2007-8H, Asset Backed Notes, Series 2007-8H is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **55 Kimball Hill Road, Hudson, Hillsborough County, New Hampshire** will be sold at a Public Auction at **10:00 AM** on **October 21, 2021,** being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

For mortgagor's title, see deed recorded with the Hillsborough County Registry of Deeds in Book 7800, Page 0859.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: 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 AGENTS FOR SERVICE OF PROCESS ARE:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR LXS 2007-8H, ASSET BACKED NOTES, SERIES 2007-8H, 425 Walnut Street, Cincinnati, OH 45202 (Mortgagee)

NATIONSTAR MORTGAGE, LLC D/B/A MR. COOPER, C/O CORPORATION SERVICE COMPANY, 10 Ferry Street, Suite 313, Concord, NH 03301 (Mortgagee Servicer)

You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at nhbd@banking.nh.gov

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 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 easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 ($5,000.00) by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

U.S. Bank National Association,
as Trustee, successor in interest
to Bank of America, National
Association, as Trustee, successor
by merger to LaSalle Bank
National Association, as Trustee,
for LXS 2007-8H, Asset Backed
Notes, Series 2007-8H
Present holder of said mortgage,
by its Attorneys
Susan W. Cody
Korde & Associates, P.C.
900 Chelmsford Street, Suite 3102
Lowell, MA 01851
(978) 256-1500
CXE 20-036875 Brunelle
(UL - Sept. 23, 30; Oct. 7)

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
DW 20-019
Pennichuck East Utility, Inc.
2020 Amended Petition of Pennichuck East Utility, Inc. for Qualified Capital Project Annual Adjustment Charge
Order Dismissing Petition and Acknowledging Receipt of Capital Project Expenditure Forecasts
O R D E R N O. 26,525
September 23, 2021

This order dismisses as moot the petition of Pennichuck East Utility, Inc. ("Petitioner") seeking a finding that Petitioner's 2019 capital improvement projects are prudent, used and useful; and preliminary approval that its 2020 capital projects are eligible for the Qualified Capital Project Annual Adjustment Charge ("QCPAC") mechanism. This order, furthermore, acknowledges receipt of Petitioner's 2021 and 2022 Capital Project Expenditure Forecasts, which were submitted by Petitioner for informational purposes only. This order will not result in any additional charge to Petitioner's customers.

I. PROCEDURAL HISTORY

Petitioner is a regulated public utility that provides water service to customers in several communities throughout New Hampshire. On February 13, 2020, Petitioner submitted a petition for approval of recovery of its 2019 capital improvement projects through the QCPAC mechanism and for preliminary approval its 2020 capital improvement projects for the QCPAC mechanism.[1] The petition included pre-filed testimony from Donald L. Ware, Petitioner's Chief Operating Officer, and John J. Boisvert, Chief Engineer, Pennichuck Water Works.[2] Petitioner's filing also included estimated QCPAC capital budgets for 2021 and 2022. On February 26, the Office of Consumer Advocate ("OCA") submitted a notification that it would be participating in this docket. On March 11, 2021, Commission Staff submitted a recommendation that the petition be granted. The Commission received no other requests to intervene or otherwise participate in this Docket.[3]

On a parallel track, Petitioner filed, on September 23, 2020, a request for change in rates. This initiated a separate docket dedicated to that subject, Docket DW 20-156. On December 11, 2020, the OCA submitted a notification that it would be participating in Docket DW 20-156. The Commission received and granted numerous requests for intervention in Docket DW 20-156. On April 26, 2021, Petitioner, the OCA, PUC staff, and six intervenors reached a settlement agreement in Docket DW 20-156. Under the terms of this settlement, Petitioner agreed to forgo the 2019 and 2020 QCPAC surcharges, zero out the QCPAC, and establish a temporary rate based upon the books and records on file with the Commission. Settlement Agreement on Temporary Rates at 4–5.

The Commission considered the settlement agreement at a hearing held on May 10, 2021. On August 16, 2021, the Commission issued Order No. 26,508 in Docket DW 20-156 approving the settlement agreement. The order further directed Petitioner to file an amended petition in Docket No. DW 20-019 eliminating its request for a rate surcharge. On August 17, 2021, Petitioner filed an amended petition ("Am. Pet.").

II. SUMMARY OF THE PETITION

A. Pennichuck East Utility, Inc.

In the amended petition, Petitioner states that it "forgoes and no longer requests a QCPAC surcharge" for its completed 2019 projects. Am. Pet. at 4 ¶ 12. Petitioner, furthermore, states that it "will not seek the [2020 QCPAC] surcharge." Am. Pet. at 5 ¶ 15. Although it no longer seeks approval for QCPAC purposes, Petitioner still sought, through its amended petition, a finding that its 2019 projects were "prudent, used, and useful" and a preliminary finding that its 2020 projects are "eligible for recovery through the QCPAC surcharge mechanism." Am. Pet. at 6 ¶ (a)– (b). Petitioner also submitted forecasts of its proposed 2021 and 2022 projects for informational purposes only.

III. COMMISSION ANALYSIS

The Commission discussed how to dispose of this docket at the May 10, 2021 hearing on the settlement in Docket DW 20-156.[4] Marcia Brown, one of Petitioner's attorneys at the hearing, opined that the Commission had two options: it could defer the prudent, used, and useful findings for the 2019 and 2020 projects to the rate case in Docket 20-156, or it could make that finding in Docket 20-019. Tr. at 106–07. Attorney Brown further explained that Petitioner intended to recover the costs of its 2019 and 2020 projects through "the rate case mechanism, rather than the QCPAC surcharge rate mechanism." Tr. at 107. The representatives from the OCA and the PUC staff member present at the hearing agreed with Attorney Brown's characterization. Tr. at 108.

Because Petitioner no longer seeks to utilize the QCPAC surcharge mechanism to recover the costs of its 2019 and 2020 projects, the Commission finds that the 20-019 docket is no longer the appropriate place to make a prudent, used, and useful finding for the 2019 projects. Nor is it the appropriate place to opine as to whether the 2020 projects are hypothetically eligible for recoupment under QCPAC. Any determination by the Commission on those questions in this docket would amount to little more than an advisory opinion. These issues are now moot for the purposes of this docket.

Additionally, a prudent, used, and useful finding in this docket could have consequences for the rate case in Docket DW 20-156. Petitioner, the OCA, and numerous intervenors have participated actively in Docket 20-156. Dozens more have submitted comments. To the extent that a prudent, used, and useful finding will have consequences for the base rate, the parties to Docket DW 20-156 should have an opportunity to be heard before the Commission makes such a finding. As noted above, no parties other than Petitioner and the OCA are on the service list for Docket DW 20- 019, nor has there yet been a noticed hearing. It is, therefore, appropriate for any prudent, used, and useful finding for the 2019 and 2020 projects to be made in Docket DW 20-156 and not here.[5]

The Commission acknowledges receipt for informational purposes only of Petitioner's forecast of capital project expenditures for 2021 and 2022.

Based upon the foregoing, it is hereby

ORDERED, that the amended petition is **DISMISSED AS MOOT** to the extent Petitioner seeks a finding that the 2019 projects are prudent, used, and useful; and it is

FURTHER ORDERED, that the amended petition is **DISMISSED AS MOOT** to the extent Petitioner seeks preliminary approval that its 2020 projects are eligible for recovery through the QCPAC mechanism; and it is

FURTHER ORDERED, that Petitioner shall cause a summary of this order to be published once in a statewide newspaper of general circulation in those portions of the state where operations are conducted. Such publication is to be no later than October 1, 2021, and is to be documented by an affidavit filed with this office on or before October 20, 2021.

By order of the Public Utilities Commission of New Hampshire this twenty-third day of September, 2021.

Dianne Martin
Chairwoman
Daniel C. Goldner
Commissioner

1. Petitioner also sought approval to pay interest on its fixed asset line of credit ("FALOC"). However, because Petitioner no longer seeks this approval, the Commission need not address this request.

2. Pennichuck Water Works is an affiliate of PEU and provides various services to Petitioner.

3. On July 9, 2021, the newly created New Hampshire Department of Energy notified the Commission that it would succeed Public Utilities Commission staff pursuant to RSA 12-P:9.

4. The transcript for this May 10, 2021 hearing in Docket 20-156 is referred to as "Tr." in this order.

5. The Commission is mindful that staff of the Commission, now with Energy, already prepared a detailed report and recommendation on the 2019 and 2020 QCPAC projects. To the extent that Energy determines that portions of that report and recommendation may be reused and re-submitted in Docket DW 20-156, those efforts need not be duplicated.

(UL - Sept. 30)

EXHIBIT B

Copy of the Notice Published on the Company's Website

https://pennichuck.com

PENNICHUCK®

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- Useful Resources
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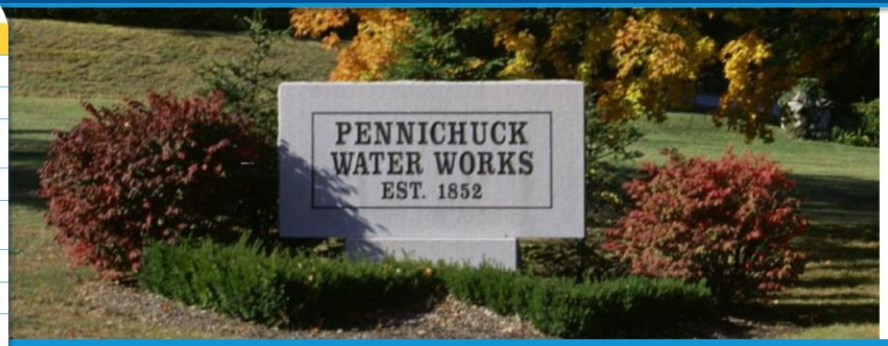

Pennichuck Corporation Mission Pennichuck Corporation's Mission is to be a premier supplier of water in New Hampshire by providing reliable, high quality, and affordable water in sufficient quantities, and New England's premier supplier of water related contract services by providing high quality solutions to meet our customer's needs.

WHAT'S NEW

2020 Amended Petition of Pennichuck East Utility, Inc. for QCPAC

Order NO. 26,525 (PDF) dismisses as moot the petition of Pennichuck East Utility, Inc. ("Petitioner") seeking a finding that Petitioner's 2019 capital improvement projects are prudent, used and useful; and preliminary approval that its 2020 capital projects are eligible for the Qualified Capital Project Annual Adjustment Charge ("QCPAC") mechanism. This order, furthermore, acknowledges receipt of Petitioner's 2021 and 2022 Capital Project Expenditure Forecasts, which were submitted by Petitioner for informational purposes only. This order will not result in any additional charge to Petitioner's customers.

Pennichuck Website Posting – 9/28/21