



INSIGHT MATTERS

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

February 10, 2023

VIA ELECTRONIC MAIL

Daniel C. Goldner, Chairman
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

**Re: Petition of Pennichuck East Utility, Inc. for Approval
of Proposed 2022 Qualified Capital Project
Adjustment Charge
Docket DW 22-005**

Dear Chairman Goldner:

On behalf of Pennichuck East Utility Inc., please find the attached Affidavit of Compliance with exhibits evidencing the publication of the Commission Order *Nisi* No. 26,767 (“Order”) issued in Docket No. DW 22-005 on January 27, 2023. This Affidavit of Compliance is filed pursuant to the Order and PUC Rule 203.12(b) as proof that the Order was published in the Union Leader on February 1, 2023, pursuant to the requirements of PUC Rule 203.12(d).

This filing is made electronically in accordance with the Secretarial Letter dated March 17, 2020. Please let me know if you have any questions or concerns. Thank you for your attention to this matter.

Sincerely,



James J. Steinkrauss

Enc.
Cc: Service List (via electronic mail)

One Capital Plaza
Concord, NH 03302-1500
T (603) 226-2600
F (603) 226-2700

20 Trafalgar Square
Suite 307
Nashua, NH 03063
T (603) 889-9952
F (603) 595-7489

120 Water Street
2nd Floor
Boston, MA 02109
T (617) 523-8080
F (603) 226-2700

26 State Street
Suite 9
Montpelier, VT 05602
T (802) 552-4037
F (603) 226-2700

1855 Elm Street
Manchester NH 03104
T (603) 226-2600

STATE OF NEW HAMPSHIRE
PUBLIC UTILITY COMMISSON
Docket DW 22-005

_____)
)
PENNICHUCK EAST UTILITY, INC.)

)
Petition for Approval of Proposed 2022 Qualified)
Capital Project Adjustment Charge)
)
_____)

Affidavit of Notice Compliance

On February 1, 2023, Pennichuck East Utility, Inc. (hereinafter "Company") published in the Union Leader the Nisi Order No. 26,767 ("Order") approving the settlement agreement for the 2022 Qualified Capital Project Adjustment Charge issued by the NH Public Utility Commission on January 27, 2023, in Docket No. DW 22-005. This posting was done pursuant to PUC Rule 203.12(b) and in accordance with the terms of the Order. A true and accurate copy of the evidence of publication in the Union Leader including a publisher's certificate and tear sheet is attached hereto as Exhibit A accordance with PUC Rule 203.12(d).

Signed under the pains and penalties of perjury this the 9th day of February 2023.

By:



Jay Kerrigan
Regulatory/Treasury Financial Analyst

EXHIBIT A

**Copy of the Union Leader Publisher's Certificate and Tear Sheet
Evidencing Publication of Order No. 26,767**

UNION LEADER CORPORATION

PO BOX 9555
MANCHESTER, NH 03108

PUBLISHER'S CERTIFICATE

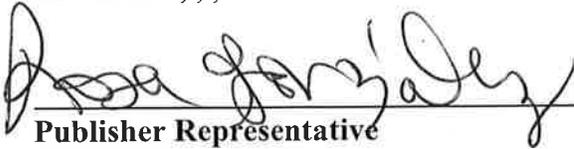
STATE OF New Hampshire} ss:
COUNTY OF Hillsborough}

Personally appeared before the undersigned, a
notary public within and for said county and
State, ROSA GONZALEZ
publisher representative of the
New Hampshire Union Leader,
a newspaper published at Hillsborough County,
State of New Hampshire who, being
duly sworn, state on oath that the
advertisement of:

DW 22-005 Ad # 20551

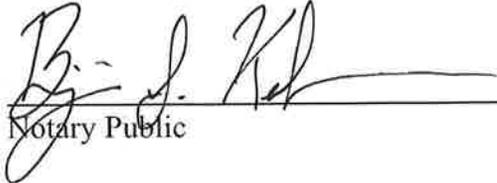
RATH, YOUNG & PIGNATELLI
(Name of Institution)

a true copy of which is hereto annexed, was
published in said newspaper on the following dates:
02/01/2023, , ,



Publisher Representative

Subscribed and sworn to before me this day **02/01/2023**



Notary Public



My commission expires: 02/07/2023

(Seal)

Legal Notice

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH NH CIRCUIT COURT
6th Circuit - Family Division - Concord
32 Clinton Street
Concord NH 03301
Telephone: 1-855-212-1234
TTY/TDD Relay: (603) 735-2864
https://www.courts.nh.gov
CAUTION BY PUBLICATION - TERMINATION OF PARENTAL RIGHTS
TO: TYLER BRISSETTE PARTS UNKNOWN TILTON NH 03235
Case Number: 929-3993-TR-00094
Initial Hearing

A petition to terminate parental rights over your minor children has been filed in this Court. You are hereby cited to appear at a Court to respond to this petition as follows:

Date: March 30, 2023
Time: 1:00 PM
Time Allowed: 90 Minutes
32 Clinton Street
Concord NH 03301

CAUTION TO RESPONDENT

It is very important that you personally appear in this Court on the date, time, and place provided in this notice. If you fail to personally appear, you may be defaulted, and your parental rights may be terminated even if you are represented by an attorney who has filed a written appearance and/or personally appears at this hearing.

IMPORTANT RIGHTS OF PARENTS

THIS PETITION IS TO DETERMINE WHETHER OR NOT YOUR PARENTAL RIGHTS OVER YOUR CHILDREN SHALL BE TERMINATED. TERMINATION OF THE PARENT/CHILD RELATIONSHIP MEANS THE TERMINATION SHALL DEVEST YOU OF ALL LEGAL RIGHTS, PRIVILEGES, DUTIES AND OBLIGATIONS, INCLUDING BUT NOT LIMITED TO THE LOSS OF ALL RIGHTS TO CUSTODY, VISITATION AND COMMUNICATION WITH YOUR CHILDREN. IF TERMINATION IS GRANTED, YOU WILL RECEIVE NO NOTICE OF FUTURE LEGAL PROCEEDINGS CONCERNING YOUR CHILDREN.

You are hereby notified that you have a right to be represented by an attorney. You also have the right to oppose the proceedings, to attend the hearing and to present evidence. If you desire an attorney, you may notify this Court within ten (10) days of receiving this notice and upon a finding of indigency, the Court will appoint an attorney without cost to you. If you enter an appearance, notice of any future hearings regarding this children will be by first class mail to you, your attorney and all other interested parties not less than ten (10) days prior to any scheduled hearing. Additional information may be obtained from the Family Division Court identified in the heading of this Order of Notice.

If you will need an interpreter or other accommodations for this hearing, please contact the court immediately.

Please be advised (and/or advise clients, witnesses, and others) that it is a Class B felony to carry a firearm or other deadly weapon as defined in RSA 625:11, V in a courtroom or area used by a court.

BY ORDER OF THE COURT
January 24, 2023
Theresa A. McCafferty,
Clerk of Court

(307)
C. Ross A. McLeod, ESQ; Anthony Santora, II, ESQ; Gary Louis Paradis, ESQ
(JL - Feb. 1, 8)

Public Notices

They're how you know! Public Notices help citizens to stay alert to what is happening in the community.

Legal Notice

OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Andrew D. Austin and Sarah H. Austin** to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Regency Mortgage Corp., dated August 14, 2015 and recorded with the Hillsborough County Registry of Deeds in Book 8781, Page 1077, as affected by Loan Modification Agreement as recorded in said Deeds in Book 9559, Page 389, of which mortgage Nationalstar Mortgage LLC 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 **14 Hutchinson Hill Road, Brookline, Hillsborough County, New Hampshire** will be sold at a Public Auction at **10:00 AM on March 1, 2023**, 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 8781, Page 1075.

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:
NATIONSTAR MORTGAGE LLC, C/O CORPORATION SERVICE COMPANY, 10 Ferry Street, Suite 313, Concord, NH 03301 (Mortgagee)
You can contact the New Hampshire Banking Department

at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at [nbhd@banking.nh.gov](mailto:nhbhd@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" 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.
Nationalstar Mortgage LLC
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 22-040329 Austin

Legal Notice

NOTICE OF PUBLIC HEARING TO THE CITIZENS OF HOLLIS AND BROOKLINE, NH

Warrant Articles
Thursday, February 16, 2023
6:00 PM
Captain Samuel Douglass
Academy Cafeteria in Brookline
AND
Monday, February 20, 2023
6:00 PM
Hollis Brookline Middle School Library in Hollis

A Public Hearing will be held on both Thursday, February 16th and Monday, February 20th at 6pm and on Monday, February 20th at 8pm in the Hollis Brookline Middle School in Hollis at 8pm. The purpose of these Public Hearings is to gather public input on the following two petition warrant articles that will be voted on during the annual meeting.

Petition Warrant Article 22:
To see if the Hollis Brookline Cooperative School District will vote to amend the Articles of Agreement of the Hollis Brookline Cooperative School District by adding the following new Article 12:

Article 12. The approval of a proposed amendment to these Articles of Agreement shall require a two-thirds (2/3) super majority approval by ballot. The polls shall remain open and ballots shall be accepted by the moderator for a period of not less than one hour following the completion of discussion on the question. If a two-thirds (2/3) supermajority of those voting on the question vote "yes", then the amendment is approved.

Petition Warrant Article 10:
"I shall we adopt the provisions of RSA 325-b, and implement a tax cap whereby the governing body (or budget committee) shall not submit a recommended budget that increases the amount to be raised by local taxes, based on the prior fiscal year's actual amount of local taxes raised, by more than 5%."

Holly Deurtoo Babcock, Chair
Hollis Brookline Cooperative School District
(JL - Feb. 1)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Jeffrey Zajac** (the Mortgagor's) to Mortgage Electronic Registration Systems, Inc., as nominee for Full Spectrum Lending, Inc., dated June 5, 2004

and recorded in the Hillsborough County Registry of Deeds in Book 7265, Page 594, as modified by a certain modification agreement dated January 1, 2017, and recorded with said Hillsborough County Registry of Deeds in Book 8943, Page 328, (the "Mortgage"), which mortgage is held by the BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-6, 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
March 1, 2023
at
4:00 PM
Said sale being located on the mortgaged premises and having a present address of 696 Corning Road, Manchester, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's title see deeds recorded with the Hillsborough County Registry of Deeds in Book 6498, Page 314 and in Book 9405, Page 1975.

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 217 Beacon Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is CT Corporation System.

You can contact the New Hampshire Banking Department by e-mail at nbhd@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 January 9, 2023.
THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-6
By its Attorney,
Autumn Sarzana
Harmon Law Offices, P.C.
PO Box 610389
Newton Highlands, MA 02461
19426

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 **Susan J. Blake and Allen R. Blake** to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for TD Banknorth, N.A., dated May 31, 2007 and recorded with the Belknap County Registry of Deeds in Book 2415, Page 0526, as affected by Loan Modification Agreement as recorded in said Deeds in Book 2894, Page 745 and further affected by Partial Release of Mortgage recorded in said Deeds in Book 2977, Page 562, 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 **952 Middle Route, Gilmanston, Belknap County, New Hampshire** will be sold at a Public Auction at **11:00 AM on March 1, 2023**, being the premises described in the mortgage and now depicted as Tax Lot 13-01-00 containing 10,026 acres more or less on a plan recorded in said Deeds as Plan No. 159-84 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 Belknap County Registry of Deeds in Book 2045, Page 813.

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, 8600 Granite Parkway, Plano, TX 75024 (Mortgagee)
NewRez LLC d/b/a Shellopoint Mortgage Servicing, c/o Corporation Service Company, 10 Ferry Street, Suite 313, Concord, NH 03301 (Mortgagee Service)
You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by email at nbhd@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" 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 22-040329 Austin

Legal Notice

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DW 23-005 PENNICHUCK EAST UTILITY, INC.

Petition for 2023 Qualified Capital Project Adjustment Charge Order Nisi Approving Settlement Q R R E N Q 28-797 January 27, 2023

In this order, the Commission approves the request of Pennichuck East Utility, Inc. (PEU, or the Company) to implement a 2023 Qualified Capital Project Adjustment Charge (QCPAC) in the amount of 0.94 percent of base revenue for capital projects placed in service in 2021, effective October 18, 2022. Billing of this charge will begin on the effective date of this order nisi. The Commission also approves recovery of a monthly QCPAC surcharge of \$0.79 per month, to be applied over the course of three months, subject to a final calculation submitted within 30 days of this order, for service rendered from October 18, 2022, until the date of this order approving the 2022 QCPAC surcharge of 4.96 percent will increase the average residential customer's monthly bill by \$4.18 per month.

The petition and subsequent docket filings, other than information for which confidential treatment is requested of, and granted by the Commission, are posted on the Commission's website at www.puc.nh.gov/Regulatory/Docket/2022/22-005.html.

PROCEDURAL HISTORY

PEU is a regulated public utility that provides water service to customers in southern and

central New Hampshire. On February 10, 2022, PEU filed a petition for approval of a 2022 QCPAC to reflect eligible capital investments completed in 2021 and preliminary approval of its 2022 budget for further capital improvements (petition). The filing also included, for informational purposes, forecasted capital project expenditures for 2023 and 2024. The petition was supported by the direct testimonies of Chief Operating Officer Donald L. Ware and Chief Engineer John J. Bervent.

The NH Department of Energy (DOE) filed a notice of appearance pursuant to RSA 12-P:9 on March 28, 2022. The DOE's Audit Staff completed a Final Audit Report of PEU's 2022 Qualified Capital Project Adjustment Charge dated June 23, 2022.1 No other appearances or petitions to intervene were filed. On December 12, 2022, PEU filed a settlement agreement reached with the DOE (Settlement).

II. SETTLEMENT

The Settlement proposes a 2023 QCPAC in the amount of 0.94 percent of base revenue for capital projects placed in service in 2021. The resulting surcharge is proposed to be applied to current rates approved in Docket DW 20-156 by Order No. 26,586 on February 18, 2022 and added to the 4.02 percent 2021 QCPAC as approved in Docket DW 21-022 by Order No. 26,608 on April 8, 2022. The average aggregate QCPAC surcharge will be \$4.18 per month, resulting in an average single-family residential bill of \$88.49 per month. In addition, the Settlement recommended that the Commission approve recoupment of the 2022 QCPAC effective for service rendered as of the date of the 2022 loan closing of October 18, 2022, until the date of the Commission's order approving the 2023 QCPAC. The Company and DOE proposed approval of an additional charge of \$0.79 for a period of three months to permit recoupment of 2022 capital project costs from October 18, 2022, based on an anticipated order issuance date of January 18, 2023 in this proceeding.2 Finally, under the terms of the Settlement, the proposed 2023 capital project budget of \$2,151,928 would result in a 2.04 percentage point increase in PEU's cumulative QCPAC to 7.00 percent in 2023. This would result in a projected cumulative surcharge of \$5.80 per month, which when added to the average base rate charge of \$84.31, would result in projected monthly bill of \$90.21.

III. COMMISSION ANALYSIS

Pursuant to RSA 374:2, RSA 378:7, and RSA 378:28, the Commission is authorized to determine the just and reasonable rates to be charged by PEU. The Commission approved the QCPAC mechanism to replace the previously approved Water Infrastructure and Conservation Adjustment rate mechanism. See, e.g., Order No. 26,070 (November 7, 2017) at 15-17; and Order No. 26,313 (December 8, 2019) at 7. The QCPAC mechanism enables PEU to make necessary capital investments to its systems while maintaining sufficient cash flow to meet debt service and operating requirements. See Order No. 26,608 (April 8, 2022) at 7.

PEU filed data regarding the capital projects it placed in service during 2021. The DOE's Regulatory and Audit Staff reviewed those projects and determined that each project is used and useful in service to PEU customers. See Settlement at Attachment B (Final Audit Report DW 22-005, June 23, 2022). Accordingly, we find that the 2021 qualified capital project expenditures of \$894,249 were prudently incurred and are used and useful. We further preliminarily approve the proposed 2022 capital budget of \$2,151,928 and will review the prudence of those projects in the next QCPAC filing. We accept for informational purposes PEU's 2023 and 2024 capital project budgets of \$1,213,510 and \$1,493,200, respectively.

Based on our review of the filings and the Settlement reached between PEU and the DOE, we approve the petition as modified by an Amendment. Accordingly, we approve a 2023 aggregate QCPAC of 4.98 percent for a surcharge of \$4.18 per month for an average single-family residential customer above the current rates approved on February 18, 2022, in Docket No. DW 20-156, resulting in a monthly bill of \$88.49. We approve adding the proposed 2023 QCPAC surcharge to customer bills so that PEU may begin recovery of debt and property tax expenses associated with the completed projects on the effective date of this order.

We also approve the recoupment of revenues from the date of PEU's refinancing, for the purpose of paying off debt and interest incurred for investments associated with 2021 eligible QCPAC assets, on October 18, 2022, to the effective date of this order nisi approving the 2022 QCPAC for inclusion in customer rates. The recoupment amount calculated as agreed to in the Settlement and recovered over a three-month period, as recommended in the Settlement, will result in a monthly recoupment charge for the average single family residential home of approximately \$0.79. Accordingly, the Commission approves a monthly recoupment surcharge as described herein as of the effective date of this order.

Based upon the foregoing, it is hereby

ORDERED NISI, that, subject to the effective date below, the request of Pennichuck East Utility, Inc. to recover a 2023 QCPAC for projects placed in service in 2021, effective October 18, 2022, in the amount of 0.94 percent of base revenue, as described in this order, with billing of this charge to begin on the effective date of this order is **APPROVED**; and it is

FURTHER ORDERED, that the proposed recoupment from October 18, 2022, through the effective date of this order of 2022 QCPAC surcharges through an

additional customer surcharge to be collected over a three-month period is **APPROVED**; and it is **FURTHER ORDERED**, that Pennichuck East Utility, Inc. shall submit to the New Hampshire Department of Energy and the New Hampshire Public Utilities Commission a final calculation of the recoupment surcharge to be applied to customer bills within 14 days of the date of this order nisi and file it.

FURTHER ORDERED, that Pennichuck East Utility, Inc.'s proposed 2022 capital budget is **APPROVED** on a preliminary basis and subject to further audit and review; and it is

FURTHER ORDERED, that Pennichuck East Utility, Inc.'s preliminary 2023 and 2024 capital budgets are **ACCEPTED** for informational purposes only; and it is

FURTHER ORDERED, that Pennichuck East Utility, Inc. shall cause a copy of this order to be published in a newspaper within 10 calendar days and on the Company's website within two business days of the issuance of this order, to be documented by an affidavit filed with the Commission on or before February 24, 2023; and it is

FURTHER ORDERED, that all persons interested in responding to this order be notified that they may submit their comments or file a written request for a hearing, which states the reason and basis for a hearing, no later than February 13, 2023; and it is **FURTHER ORDERED**, that any party interested in responding to such comments or request for hearing shall do so no later than February 20, 2023; and it is

FURTHER ORDERED, that this order shall be effective February 27, 2023, unless Pennichuck East Utility, Inc. fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date; and it is

FURTHER ORDERED, that Pennichuck East Utility, Inc. shall file a compliance tariff with the Commission on or before February 10, 2023.

By order of the Public Utilities Commission of New Hampshire this twenty-seventh day of January 2023.

1 See Settlement, Attachment B.
2 The recoupment charge will differ slightly from the proposed amount, based on the date of issuance of this order.

Pradip K. Chattopadhyay
Commissioner
Carieta B. Stampson
Commissioner

(JL - Feb. 1)

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **ROBERT A. JARDEN, JR.** to Residential Mortgage Services, Inc., its successors or assigns, as lender, dated December 7, 2018, recorded in the Strafford County Registry of Deeds at Book 4823, Page 0039, assigned to New Hampshire Housing Finance Authority by assignment(s) recorded or to be recorded in said Registry, said assignment, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (129 Waldron Road) in Farmington, Strafford County, New Hampshire, at

PUBLIC AUCTION

on **March 9, 2023 at 10:00 A.M.** local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold "as is" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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.

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 New Hampshire Banking Department can be contacted at 53 Regional Dr., #200, Concord, NH 03301 at Tel. No. 603.271.3561 and email at nbhd@banking.nh.gov.

For Service of Process, Mortgagee's agent is **Craig Deachman & Associates, PLLC** and address is **1662 Elm Street, Manchester, New Hampshire 03101**.

Terms of sale will be Five Thousand Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within forty-five (45) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent dates as the holder may deem necessary or desirable.

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY
By its Attorneys,
CRAIG DEACHMAN & ASSOCIATES, PLLC
1662 Elm Street,
Manchester, NH 03101
(603) 665-9111
January 13, 2023
(JL - Jan. 18, 25; Feb. 1)