

54 SAWYER AVENUE, ATKINSON, NH 03811

TEL: 603.362.4299 FAX: 603.362.4936 www.hampsteadwater.com

NHPLIC 30.JAW 15Px 12:44

January 28, 2015

Ms. Debra Howland Executive Director & Secretary NH PUC 21 S. Fruit Street, Suite 10 Concord, NH 03301-2429

RE: DW-14-319 Affidavit of Publication Summary of PUC Order No. 25,757

Dear Ms. Howland:

Pursuant to PUC Order 25,757 dated January 16, 2015, please find the enclosed Affidavit of Publication certifying that the above-referenced Summary of PUC Order 25,757 was published as directed, in the New Hampshire Union Leader on January 21, 2015, a newspaper of general circulation.

Thank you for your consideration in this regard. Please do not hesitate to contact me if you have any questions or concerns.

Very truly yours Robert C. Levine

General Counsel

RCL/ja Enclosure

cc: DW-14-319 Service List HAWC Stephen P. St. Cyr

F:\Legal\HAWC\DW-14-319 Snow's Brook\Correspondence\RCL ltr to PUC re.Affidavit of Publication 01-28-15.docx

## UNION LEADER CORPORATION

P O BOX 9513 MANCHESTER, NH 03108

> 0000050706 HAMPSTEAD AREA WATER CO, INC. 54 SAWYER AVE ATKINSON NH 03811 ATTN: JUDITH ARMSTRONG

I hereby certify that the legal notice: (0001395690) DW 14–319/SNOW'S BROOK, PLAIST was published in the New Hampshire Union Leader On: 01/21/2015.

State of New Hampshire Hillsborough County

Subscribed and sworn to before me this

ST Â anuan day of

JNotary Public



NOTICE OF MORTGAGEE'S SALE For breach of the conditions set forth in a certain Mortgage dated July 29, 2008, given by Steven A. Berman and Diane Berman to CitiFinancial Consumer Services recorded with the Merrimack County Registry of Deeds at Book 3080, Page 594, as affected by Notice of Decision recorded at Book 3444, Page 1732, the undersigned being the present holder of said mortgage by Assignment of Mortgage to CitiFinancial Servicing LLC d/b/a CitiFinancial, a Delaware Limited Liability Company recorded at Book 3428, Page 1736, the original of which Mortgage is located at CitiFinancial Servicing LLC d/b/a CitiFinancial, a Delaware Limited Liability Company, 300 St. Paul Place Legal Department -17th Floor, Baltimore, MD 21202 and may be examined there during normal business hours, by virtue of Power of Sale contained in said Mortgage, CitiFinancial Servicing LLC d/b/a CitiFinancial, a Delaware Limited Liability Company, for the purpose of foreclosing said Mortgage, default having been made in the conditions thereof, will sell on the mortgaged premises which are situated at:

125 Beck Road, Loudon Merrimack County, New Hampshire all of said holder's right, title and interest in and to the real estate described in said mortgage, at PUBLIC AUCTION on Wednesday, the 18th day of February, 2015, at 12:00 P.M. local time. For mortgagors' title see Deed dated October 27, 1995 recorded in Book 2003, Page 348 of the Merrimack County Registry of Deeds.

Terms of Sale: Ten Thousand Dollars (\$10,000.00) cash, bank draft or other form acceptable to the said holder, to be paid at the time of the sale, and the balance of the purchase price to be paid within thirty (30) days of the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts.

The above-described premises shall be so sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be. The successful bidder shall be required to sign a Memorandum of Terms of Sale. Other terms, if any, to be announced at the time and place of sale. The description of the premises contained in said mortgage shall control in the event of error in publication.

The Mortgagee may amend or alter the terms of sale by oral or written notice before or at the auction sale. The Mortgagee may reject and accept bids at its discretion. The auction sale may be canceled or continued to another date or time on notice by the Mort-

gagee. NOTICE PURSUANT TO NEW HAMP-SHIRE RSA 479:25, 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 purposes of the immediately foregoing paragraph, service upon the

## V Legal Notice

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DW 14-319 Hampstead Area Water Company, Inc. Request for Franchise, Rates, and Financing Approval for Snow's Brook, Plaistow Summary of Order Nisi No. 25,757 Granting Approval of Franchise, Acquisition of Assets, and Application of Existing Permanent Rates January 16, 2015 In Order Nisi No. 25,757, the

In. Commission approved a petition by Hampstead Area Water Company, Inc. (HAWC), to expand its franchise in Plaistow, New Hampshire, and provide service to residents of Snow's Brook Elderly Community (Snow's Brook). The Commission also approved HAWC's request to acquire and finance the purchase of the Snow's Brook distribution system, and to apply its existing, consolidated rates to Snow's Brook customers. 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/ 2014/14-319.html.

HAWC described the terms of its agreements with Hillcrest Estates, LLC (Hillcrest), related to the Snow's Brook development. These agreements define HAWC's and Hillcrest's undertakings including: HAWC's construction of the Snow's Brook water distribution system to serve thirty four customers, HAWC's payment to Hillcrest of \$34,000 in \$1,000 per-hook-up installments, Hillcrest's grant of water rights and easement deed, and Hillcrest's contribution to HAWC of the remaining portion of the system assets, with a value of \$342,000, as Contribution in Aid of Construction, HAWC also provided evidence of the Department of Environmental Services' (DES) ap proval the two Snow's Brook wells. HAWC proposed to charge the Snow's Brook customers its existing consolidated rates. These include a \$10.00 base charge per month and a consumption charge of \$5.02 per 100 cubic feet of water consumed.

The Commission found HAWC's request to provide water service to customers in the Snow's Brook development consistent with the public good, as required by RSA 374:22 and RSA 374:26. Also, the Commission found that HAWC satisfied the DES suitability and availability requirements for water systems under RSA 374:22, III. With regard to HAWC's proposed financing, the Commission found the intended use and terms to be reasonable and consistent with the public good, as required by RSA 369:1. In addition, the Commission found that HAWC's consolidated rates are just and reasonable for the Snow's Brook development and authorized HAWC to charge those rates to those customers, on a service-rendered basis as of the effective date of the order.

To ensure that all interested parties receive notice of this docket and have an opportunity to request a hearing, the Commission delayed the effectiveness of its approval until February 13, 2015. All persons interested in responding to the Commission's approval may submit their comments or file a written request for a hearing which states the reason and basis for a hearPTVQDS PY AYB RSSX FDERTUMPR BQXPRD PY LV PN

Yesterday's Cryptoquip: SI BLENDED IN THESE TWO NI LAST WEEK, THIS IS AN OVE

Today's Cryptoquip Cl



## Steve Beck

Today's deal features a relabe tively common problem: how sin to decide which opponent to ace finesse for a missing queen. In ofv many cases, the solution is readpro ily available - provided declarer unf wit is willing to put the necessary Ŋ effort into finding it. Assume you're in six spades cas and West leads a diamond. Your asi abo only possible losers are a heart and a club, and the problem is to uns hea find the best way of avoiding one ing or both of them. Let's say you win the diamond las a fa with the ace, ruff a diamond, cash the K-A of trumps, ruff op another diamond and then lead 1 a low club to the jack. You would far spa North dealer. ing Both sides vulnerable. dia NORTH tha A 1098 dia ♥AJ9 1 ♦ A J 9 sui ♣AJ4 tha EAST WEST Eas **6**4 ♠72 fou ♥0742 ₹63 tol ♦Q1073 ♦ K 8 6 5 4 1 **₩**K 9 **+**108653 the SOUTH fin ♠KQJ53 **♥**K 1085 cas ♦2 the ♦072 The bidding: West South North East Pass Pass 1 🕈 1 🔶 Pass 4 NT 4 🏘 Pass 6 ♠ 5 🗭 Pass three of diamonds. Opening lead -

