



March 6, 2008



BY OVERNIGHT MAIL

Debra A. Howland, Executive Director and Secretary
New Hampshire Public utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2425

Re: DE 08-015 Affidavit of Publication

Dear Director Howland:

Pursuant to the Order of Notice issued by the New Hampshire Public Utilities Commission on February 28, 2008, in the above-referenced docket, enclosed please find an Affidavit of Publication on behalf of Unitil energy Systems, Inc.

✓

Attorney for

Enclosure

cc: Suzanne Amidon, Staff Counsel
Rorie Hollenberg, OCA Counsel

Gary Epler
Chief Regulatory Attorney
6 Liberty Lane West
Hampton, NH 03842-1720

Phone: 603-773-6440
Fax: 603-773-6640
Email: epler@unitil.com

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

UNITIL ENERGY SYSTEMS, INC., Petitioner

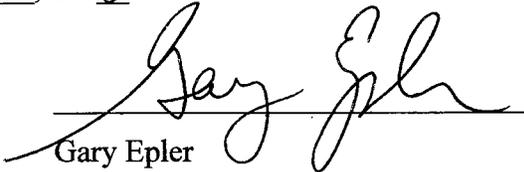
DE 08-015

AFFIDAVIT

Gary Michael Epler, having been duly sworn, states under oath as follows:

I certify that publication of the Order of Notice in Docket DE 08-015, issued on February 28, 2008, has been made as therein directed, and that it was published in the New Hampshire Union Leader on Wednesday, March 5, 2008.

DATED this 5TH day of MARCH, 2008.



Gary Epler

STATE OF NEW HAMPSHIRE)

) :ss

COUNTY OF ROCKINGHAM)

On this 5th day of March, 2008, personally appeared before me Gary Michael Epler, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Notary Public

Residing in Rockingham County

My Commission Expires:

SANDRA L. WHITNEY
Notary Public - New Hampshire
My Commission Expires March 9, 2010

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale contained in a certain Mortgage given by **John Hilane** and **Irina Hilane** (the "Mortgagor") to Long Beach Mortgage Company, dated September 30, 2005 and recorded with the Rockingham County Registry of Deeds at Book 4562, on Page 1133 (the "Mortgage") of which mortgage the undersigned is present holder by assignment, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purpose of foreclosing same will be sold at:

Public Auction on
March 21, 2008 at
10:00 AM

Said sale being located on the mortgaged premises and having a present address of 2B Karen Lane, Londonderry, Rockingham County, NH. The premises are more particularly described in the Mortgage, as follows:

The following described Condominium Unit situated in Londonderry, Rockingham County, New Hampshire, and more particularly described as follows:

Unit 2 in the Tax Map 7, Lot 132-64, "Fox Run", A Condominium, as defined, described and identified in the Condominium Declaration dated October 30, 1987 and recorded in the Rockingham County Registry of Deeds at Book 2714, Page 0793 (which Declaration, together with the By-Laws, and Exhibits, and Appendices thereto, is hereinafter referred to as the "Declaration") and on a certain site plan containing 1 sheet dated October 28, 1987, and a certain floor plan containing 1 sheet dated October 28, 1987 (all together hereinafter called the "Plans") and recorded with said Registry of Deeds as Plan No. D-17256.

Also conveying with each Unit a percentage interest in the Common Area as defined, described and identified in the Declaration and on the plans.

Also conveying the following rights and easements:

1. An exclusive easement to use the Limited Common Area appurtenant to the Unit conveyed herein, as defined and described in the Declaration and Plans.

2. Easement in common with others to use the Common Area, excepting Limited Common Area, as set forth in the Declaration and Plans.

3. Non-exclusive easements for structural support and encroachments and for repair, and other rights and easements as set forth in the Declaration.

This conveyance is subject to the following:

1. There is excepted from the Unit conveyed herein the Common Area lying within said Unit as set forth in the Declaration.

2. Non-exclusive easement for structural support, encroachment and for repair in favor of the owners of other Units in the Condominium, as set forth in the Declaration, and other easements, covenants and restrictions of record, including, without limitation, the utility easements and other easements, covenants and restrictions specifically set forth or referred to in the Declaration.

3. The other provisions of the Declaration, as amended from time to time by instruments recorded in the Rockingham County Registry of Deeds, all of which provisions together with any amendments thereto shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in said Unit, as though such provisions were recited and stipulated at length herein and the provisions of the Condominium Rules adopted pursuant to the Declaration, and of the New Hampshire Condominium Act (RSA 356-B).

The term "Tax Map 7, Lot 132-64, 'Fox Run', A Condominium or 'Condominium'" as used herein, means all of the premises described in Exhibit A of the Declaration,

Lot 207 as shown on a plan entitled "Sub-division Plan, Sawmill Brook Estates, Phase III, Lots 167-220, Litchfield, NH," scale 1" = 100', dated July 25, 1985, prepared by Thomas F. Moran, Inc., and recorded in the Hillsborough County Registry of Deeds as Plan No. 18981 (page 3 of 3). Said lot is also identified as Tax Map Sheet 19, Parcel 18 on said plan.

The land with all the improvements thereon, located on Reid Lane, Litchfield, County of Hillsborough and State of New Hampshire:

The within property is conveyed subject to slope and drainage easements in favor of the Town of Litchfield along the entire length of the boundary of the lot along White Street. See Plan No. 27130 for description of said easements.

This conveyance is subject to the Easement Agreement granted by Sawmill Brook Development Co. to the Southern New Hampshire Water Company, Inc. dated August 12, 1988 and recorded in the Hillsborough County Registry of Deeds at Book 4909, Page 319.

See Plans 17883, 18981, 22886, 22887 and 27130 for reference. Subject to all matters set forth on said plans and on said Plan No. 18981 in said Registry.

NOTICE

PURSUANT TO NEW HAMPSHIRE 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.

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 as the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights or 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. The original mortgage instrument may be examined at Washington Mutual, 7255 Baymeadows Way, Jacksonville, FL 32256.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure 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.

Mortgage Electronic Registration Systems, Inc., Present Holder of said Mortgage, By its Attorneys, Orlans Moran PLLC, Julie Taylor Moran, Esq., P.O. Box 962169, Boston, MA 02196, (617) 502-4100, (362.2958/Berry) (02/20/08, 02/27/08, 03/05/08)(104015) (UL - Feb. 20, 27; March 5)

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See more public notices at
www.unionleader.com

Moran, Esq., P.O. Box 962169, Boston, MA 02196, (617) 502-4100. (238.0354/Ridge) (03/05/08, 03/12/08, 03/19/08)(105334) (UL - March 5, 12, 19)

Legal Notice

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DE 08-015

ORDER OF NOTICE

On February 7, 2008, Unittl Energy Systems, Inc. (UES) filed with the Commission a red-lined copy of the Request for Proposals (RFP) issued by UES on February 5, 2008, soliciting default service for its large commercial and industrial (G1) customers and its small commercial and residential (non-G1) customers. UES filed the RFP pursuant to a Settlement Agreement approved by the Commission in Docket No. DE 05-064, Unittl Energy Systems, Inc. 90 NH PUC 378 (Order No. 24,511) 2005. The Settlement Agreement established the procedure whereby UES would procure default service power for both its G1 and non-G1 customers.

Pursuant to the Settlement Agreement, UES solicits 100% of default service requirements for its G1 customers on a quarterly basis, requesting a three-month default service power supply contract. UES then develops fixed monthly default service rates based on the approved bid. For non-G1 customers, UES procures default service using a "laddered" portfolio, whereby UES procures bids in four blocks, each representing 25% of non-G1 requirements. Two blocks consist of two, one-year power supply contracts. According to the Settlement Agreement, UES purchases the remaining two blocks with one one-year power supply contract and one three-year power supply contract. UES establishes retail rates for non-G1 customers by averaging the wholesale energy prices for the six-month the periods from May 1 through October 31, and from November 1 through April 30, resulting in a uniform monthly rate for each six month period.

In UES' 2007 default service docket, Docket No. DE 07-013, the Commission concluded that UES should revise its RFP from the planned three-year supply contract to a two-year supply contract for the period beginning November 1, 2007 noting that a time-based rate structure for UES customers could complicate UES' use of a power supply portfolio comprising contract terms with different times and durations, and that this issue would be addressed in a future UES default service proceeding. Based on this revision, UES now proposes to bid a one- or two-year contract in lieu of the three-year contract in the solicitation scheduled for November, 2008.

UES stated that the February 5, 2008 solicitation seeks bids for 100% of power supply requirements for its G1 customers for the months of May, June and July, 2008, and 25% of the non-G1 customers' requirements for one-year period from May 1, 2008 through April 30, 2009. UES expects to receive indicative bids on February 26, 2008, and final bids on March 11, 2008. Consistent with the Settlement Agreement, UES will seek both energy only fixed price bids, with a pass-through of capacity costs, and all-inclusive energy and capacity bids.

The approximate schedule for public hearings on the solicitations scheduled for 2008, including the February, 2008 solicitation, are as follows:

March 2008 - RFP for G1 (three month supply for May through July, 2008); and non-G1 (25% of the total requirements for May, 2008 through April, 2009).

June 2008 - RFP for G1 (three month supply for August through October, 2008).

September 2008 - RFP for G1 (three month supply for November, 2008 through January, 2009); and non-G1 (25% of the total requirements for November, 2008 through September, 2009 or 2010).

December 2008 - RFP for G1 (three month

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supply for February through April, 2009). The Commission designates Docket No. DE 08-015 as the docket number for all of UES' 2008 default service power supply solicitations.

The filing raises, *inter alia*, issues related to whether the resulting rates are just and reasonable as required by RSA 378:5 and 7; and whether UES has procured default service consistent with the principles of the electric utility restructuring statute (RSA 374-F:3(V)(c)-(e)). Each party has the right to have an attorney represent them at their own expense.

Based upon the foregoing, it is hereby ORDERED, that a Hearing be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on March 19, 2008 at 9:00 a.m.;

FURTHER ORDERED, that pursuant to N.H. Admin. Rules Puc 203.12, UES shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than March 6, 2008, in a newspaper with general circulation in those portions of the state in which operations are conducted, publication to be documented by affidavit filed with the Commission on or before March 19, 2008; and it is

FURTHER ORDERED, that pursuant to N.H. Admin. Rules Puc 203.17, any party seeking to intervene in the proceeding shall submit to the Commission seven copies of a Petition to Intervene with copies sent to UES and the Office of the Consumer Advocate on or before March 14, 2008, such Petition stating the facts demonstrating how its rights, duties, privileges, immunities or other substantial interest may be affected by the proceeding, as required by N.H. Admin. Rule Puc 203.17 and RSA 541-A:32,1(b); and it is

FURTHER ORDERED, that any party objecting to a Petition to Intervene make said Objection on or before March 19, 2008.

By order of the Public Utilities Commission of New Hampshire this twenty-eighth day of February, 2008.

Debra A. Howland
Executive Director & Secretary

Individuals needing assistance or auxiliary communication aids due to sensory impairment or other disability, should contact the Americans with Disabilities Act Coordinator, NHPUC, 21 S. Fruit St., Suite 10, Concord, New Hampshire 03301-2429; 603-271-2431; TDD Access: Relay N.H. 1-800-735-2964. Notification of the need for assistance should be made one week prior to the scheduled event.
(UL - March 5)

Legal Notice

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Brian Frank O'Donnell** to Mortgage Electronic Registration Systems, Inc., as Nominee for Fremont Investment & Loan, dated June 30, 2005 and recorded with the Hillsborough County Registry of Deeds at Book 7495, Page 1862, of which mortgage Mortgage Electronic Registration Systems, Inc. is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 11:00 AM on March 12, 2008, on the mortgaged premises located at 98 Pine Street, Nashua NH all and singular the premises described in said mortgage, TO WIT:

A certain tract or parcel of land with the buildings thereon, situated at Pine Street, City of Nashua, County of Hillsborough, State of New Hampshire, bounded and described as follows: Beginning at the northwest corner of the premises at a stone bound on the east side of Pine Street and at land now or formerly of Gaffney; thence 1) Easterly by said Gaffney land seventy four (74) feet, more or less, to a stone bound at

and made an integral part hereof by this reference.

NOTICE TO MORTGAGOR AND ALL OTHERS INTERESTED

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.

Said Mortgaged Premises will be sold and conveyed "AS IS, AS SEEN" and with all faults and subject to all unpaid real estate taxes, tax liens, accruing real estate taxes and any other municipal charges of any kind or nature, and to every and all other liens, easements, rights, tenancies and encumbrances thereon of any and every nature whatsoever which are or may be entitled to precedence over the said Mortgage.

TERMS OF SALE: Five Thousand and 00/100ths Dollars (\$5,000.00) by cash, certified check or other funds satisfactory to Mortgagee or its authorized representatives ("good funds") at the time of sale and the balance to be paid upon delivery of a foreclosure deed on or before forty five (45) days from the date of sale. The successful bidder will be required to sign a sale contract in form satisfactory to Mortgagee. Each bidder shall be required to show to the Mortgagee or its representative satisfactory evidence of a deposit in advance of bidding in order to qualify to bid at the sale and may examine the sale contract before commencement of the sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the foregoing terms, then the Mortgagee may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform.

Conveyance of the Mortgaged Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price in good funds.

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 in its "AS IS", "AS SEEN", condition absolutely without any representations or warranties whatsoever, express or implied, and the Mortgagee disclaims any statement or representation of facts including but not limited to the title, quality, description, or the use thereof or fitness for any particular purpose, with respect to the Mortgaged Premises and every part thereof, made by it or on its behalf.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel, postpone or continue the foreclosure sale to such later date or dates from time to time as the Mortgagee may deem desirable; (ii) bid upon and purchase the Mortgaged Premises at said Sale; (iii) reject any and all bids, and to waive any informality in any bid, for the Mortgaged Premises at said Sale; (iv) amend or change the Terms of Sale and the rights reserved set forth herein by formal announcement, written or oral; made before or during said Sale and any and all such changes or amendments shall be binding on all bidders and all other parties having or claiming any interest or estate in or to the Mortgaged Premises.

The original mortgage instrument may be examined at the offices of the NHHFA, 32 Constitution Drive, Bedford, NH 03110 with requests made in advance directed to Ronald Gaudio, Manager, Mortgage Servicing Department, at (603) 472-8623 or [TOLL FREE NH ONLY] 1 800 439 7247 during regular business hours. Qualified Buyers may be entitled to financial assistance from the NHHFA. For further information, please contact Ronald Gaudio at the above telephone numbers.

Dated at Manchester, New Hampshire this 2nd day of March, 2008

THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold as the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights or 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. The original mortgage instrument may be examined at First Tennessee Bank, 4000 Horizon Way, Irving, TX 75063.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure 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.

First Horizon Home Loans, a division of First Tennessee Bank National Association, Present Holder of said Mortgage, By Its Attorneys, Orleans Moran PLLC, Julie Taylor Moran, Esq., P.O. Box 962169, Boston, MA 02196, (617) 502-4100. (238.0339/Moretta) (02/20/08, 02/27/08, 03/05/08)(104031) (UL - Feb. 20, 27; March 5)

Legal Notice

NOTICE OF MORTGAGEE'S FORECLOSURE SALE

For breach of the conditions set forth in a certain Mortgage Deed from **ROY L. EDDINGS** (the "Mortgagor") now or formerly of 253 Route 119 East, Fitzwilliam, Cheshire County, New Hampshire 03447, to The Granite Bank dated August 22, 2003 and recorded in the Cheshire County Registry of Deeds at Book 2058, Page 0373, and by virtue of the Power of Sale contained in said Mortgage, **NEW HAMPSHIRE HOUSING FINANCE AUTHORITY**, with its principal place of business at 32 Constitution Drive, Bedford, Hillsborough County, New Hampshire 03110 and having a mail address of P.O. Box 5087, Manchester, New Hampshire 03108-5087 (hereinafter the "Mortgagee" and/or sometimes "NHHFA"), holder of said Mortgage by virtue of an Assignment recorded in said Registry at Book 2058, Page 389; for the purpose of foreclosing the same, default having been made in the conditions thereof, for reason of nonpayment, will sell at

PUBLIC AUCTION

on Wednesday, April 2, 2008, at 10:30 a.m. local time, said place of sale being located at, and having a street address of 253 Route 119 East, Fitzwilliam, Cheshire County, New Hampshire 03447, the Mortgaged Premises, subject to and with the benefit of the conditions, easements, reservations, rights, situate in Fitzwilliam, Cheshire County, New Hampshire, all as more particularly described in the Mortgage, to which reference is hereby made, incorporated herein and made an integral part hereof by this reference

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