

December 31, 2012

HARRY N. MALONE  
T 603.695.8532  
HMALONE@DEVINEMILLIMET.COM

**VIA FIRST CLASS MAIL AND  
ELECTRONIC MAIL**

Debra Howland, Executive Director &  
Secretary  
NH Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301



Re: DT 09-059, DT 09-113 and DT 11-061 – Northern New England Telephone  
Operations LLC d/b/a Fairpoint Communications, Inc. Performance Assurance  
Plan and Carrier to Carrier Metrics

Dear Ms. Howland:

Enclosed for inclusion in the record in the above-referenced proceeding is an  
Affidavit of Publication for the Order of Notice, which was published in the New  
Hampshire Union Leader on December 24, 2012.

A compact disk containing the Affidavit of Publication is also enclosed.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Harry N. Malone".

Harry N. Malone

HNH:aec

cc: Electronic Service List

Enclosure

# UNION LEADER CORPORATION

P O BOX 9513  
MANCHESTER, NH 03108

0000047966  
DEVINE MILLIMET & BRANCH PA  
ATTN: ANN WILLETT  
111 AMHERST ST  
MANCHESTER NH 03101

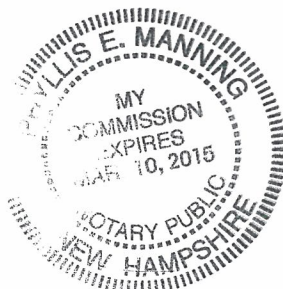
I hereby certify that the legal notice: (0000369490) ORDER NO. 25,440  
was published in the New Hampshire Union Leader  
printed at Manchester, NH by the Union Leader Corp.  
On:  
12/24/2012.

State of New Hampshire  
Hillsborough County

Subscribed and sworn to before me this

24 day of December 2012

Phyllis E Manning  
Notary Public



UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

#### TERMS OF SALE:

A deposit of TEN THOUSAND DOLLARS (\$10,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Ablitt|Schofield, P.C., 304 Cambridge Road, Woburn, MA 01801, other terms and conditions will be provided at the place of sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.

Present holder of said mortgage, Deutsche Bank National Trust Company as Trustee under the Pooling and Servicing Agreement dated as of February 1, 2007, GSAMP Trust 2007-FM2 Mortgage Pass-Through Certificates, Series 2007-FM2

By its Attorneys,  
Ablitt|Schofield, P.C.  
304 Cambridge Road  
Woburn, MA 01801  
Telephone: 781-246-8995  
Fax: 781-246-8994  
Date: December 18, 2012  
C27.0542

UL - Dec. 24, 31; Jan. 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 Jodie R. Roby a/k/a Jodie R. LaClair to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Delta Funding Corp., dated August 11, 2005 and recorded with the Sullivan County Registry of Deeds in Book 1534, Page 805 of which mortgage HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3 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 53 Congress Street, Claremont, NH will be sold at a Public Auction at 12:00PM on January 8, 2013, 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.

A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C., 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title, see deed recorded with the Sullivan County Registry of Deeds in Book 1088, Page 776 and in Book 1173, Page 127 and Affidavit recorded in Book 1534, Page 804.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR

Enterprises participation in contracting activities for our FTA funded projects. The goal and its rationale are available for inspection between 8:00 am and 4:30 pm weekdays at 295 Mast Road, Durham NH, for 30 days following publication of this notice. Written comments will be accepted for 45 days from the date of this notice and should be addressed to:

University Transportation Services  
Attn: Beverly Cray,  
DBE Compliance Officer  
295 Mast Road  
Durham, NH 03824.  
Or  
Civil Rights Officer  
Federal Transit Administration, Region 1  
Volpe Center  
55 Broadway, Suite 920  
Cambridge, MA 02142

Individuals or businesses interested in becoming a certified DBE in New Hampshire should contact: David Cloutier, External EEO Coordinator, NH Department of Transportation, 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483 (UL - Dec. 24)

## Legal Notice

### STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DT 09-059

DT 09-113

DT 11-061

### NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC D/B/A FAIRPOINT COMMUNICATIONS, INC.

Performance Assurance Plan and Carrier  
to Carrier Metrics  
Order Nisi Approving Settlement  
Stipulation

ORDER NO. 25,440  
December 18, 2012

### I. PROCEDURAL HISTORY

As part of its settlement of various issues related to the transfer of assets from Verizon to FairPoint Communications (FairPoint), in Docket No. DT 07-011, FairPoint agreed to adopt the Verizon Performance Assurance Plan (PAP) and its underlying Carrier to Carrier Guidelines (C2C). FairPoint also agreed to work with Commission Staff and interested competitive local exchange carriers (CLECs) to ultimately develop a simplified PAP. On March 24, 2011, FairPoint filed a petition for approval of a simplified metrics plan and wholesale performance plan. The procedural history of this matter is more fully described in Northern New England Telephone Operations LLC d/b/a FairPoint Communications, Inc., Order No. 25,221 (May 6, 2011).

On July 28, 2011, the Commission issued an Order of Notice regarding the conduct of the docket. In support of the attempt to coordinate efforts in New Hampshire, Maine, and Vermont to analyze the requirements of a new PAP and to narrow issues for litigation, the Commission ordered that two technical sessions be conducted with the participation of FairPoint, intervenors, Staff, and representatives of the states of Maine and Vermont. These two technical sessions were ultimately conducted in addition to many discussions during 2011 and 2012 in which FairPoint, CLECs, and state regulatory representatives from New Hampshire, Maine, and Vermont sought to foster agreement on a PAP suitable for use in all three states.

On October 23, 2012, Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE (FairPoint) and the following CLECs: Choice One of New Hampshire, Inc., Conversant Communications of New

2013, and an additional \$50,000 shall be payable if the project is not completed by the end of the third quarter 2013. This process is expected to resolve 56 of 133 CLEC operational issues. An additional 66 of these 133 operational issues are moved to tracking status and will not be the subject of litigation in this docket. The 11 remaining issues will be considered by FairPoint in its 2013 IT roadmap program.

The stipulating CLECs agree not to propose or litigate metrics identified in the Stipulation while specifically reserving the right to propose and litigate others. Among the issues that these CLECs reserve are white pages listings, "no trouble found" and pole metrics, total dollars at risk, specific metric penalties, and FairPoint performance on number porting.

Finally, the Stipulation provides that if the Commission does not approve the Stipulation in all material respects and without material modification, the Stipulation will be null and void.

### III. POSITIONS OF THE PARTIES AND STAFF ON THE SETTLEMENT

#### A. FairPoint and CLECs

The CLECs, which comprise a strong representative sampling of competitive telephone service providers, and FairPoint, characterize the Stipulation as "significant progress in reaching agreement on many major aspects of a simplified PAP" without litigation. According to these parties, the Stipulation resolves many of the key structural components of a new simplified PAP and, if approved, would provide a level of certainty conducive to further negotiation that will lead to the orderly and efficient resolution of this matter. These parties submit that the Stipulation is just and reasonable and serves the public interest.

#### B. Staff

Staff believes that, because the Stipulation has been approved by FairPoint and a strong representative sampling of the competitive community, approval of the Stipulation will be conducive to further negotiation and deliberations, and the orderly and efficient resolution of the issues raised by the Petition in Docket No. DT 11-061. Staff recommended approval of the Stipulation on an expedited basis and via an order nisi. Staff notes that this process will afford any affected carrier the opportunity to be heard by the Commission before the effective date of any order approving settlement.

### IV. COMMISSION ANALYSIS

Pursuant to N.H. Code Admin. Rules Puc 203.20(b), the Commission shall approve disposition of a contested case by settlement "if it determines that the result is just and reasonable and serves the public interest." See also RSA 541-A:31, (Va). In determining the public interest, the Commission serves as arbiter between the interests of customers and those of the regulated utilities. See RSA 363:17-a; see also Public Service Co. of N.H., Order No. 24,919 (Dec. 5, 2008) at 7-8.

In general, the Commission recognizes that settlement of issues through negotiation and compromise provides "an opportunity for creative problem solving, allows the parties to reach a result more in line with their expectations, and is often a more expedient alternative to litigation." See National Grid USA et al., Order No. 25,370 (May 30, 2012) at 27; see also Energy North Natural Gas, Inc. d/b/a National Grid NH, Order No. 24,972 (May 29, 2009) at 48. Even where all parties join a settlement agreement, however, the Commission must independently determine that the result comports with applicable standards. Until Corporation, supra at 32. The issues must be reviewed, considered and ultimately judged according to standards that provide the public with assurance that a just and reasonable result has been reached. Concord Electric

NERED 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.

**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) in cash or 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 in cash or 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.  
HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2005-3, Renaissance Home Equity Loan Asset-Backed Notes, Series 2005-3 Present holder of said mortgage, by its Attorneys

Susan W. Cody  
Korde & Associates, P.C.  
321 Billerica Road, Suite 210  
Chelmsford, MA 01824-4100  
(978) 256-1500

BFB 11-007131 Roby (December 17, 2012), (December 24, 2012), (December 31, 2012)  
(UL-Dec. 17, 24, 31)

## Legal Notice

### PUBLIC NOTICE - UTS DBE GOAL

The University of New Hampshire Transportation Services (UTS) proposes a goal of 1.95% for Disadvantaged Business

versent Communications of New Hampshire, LLC, CTC Communications Corp. and Lightship Telecom, LLC, all of which do business as EarthLink Business (EarthLink Business), FreedomRing Communications LLC d/b/a BayRing Communications, Comcast Phone of New Hampshire, LLC, Biddeford Internet Corporation, d/b/a/ Great Works Internet, CRC Communications LLC d/b/a OTT Communications, National Mobile Communications Corporation d/b/a Sovereign Communications and United Systems Access Telecom, Inc. filed a joint motion seeking the expedited approval of a settlement stipulation (the Stipulation) that would resolve some, but not all of the issues in this docket. Staff and segTEL, Inc., are not signatories to the Stipulation. On December 5, 2012, Staff filed a recommendation that the Commission approve the Stipulation by order nisi.

The petitions and subsequent docket filings, other than any information for which confidential treatment is requested or granted by the Commission, are posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2009/09-059.html>, <http://www.puc.nh.gov/Regulatory/Docketbk/2009/09-113.html>, and <http://www.puc.nh.gov/Regulatory/Docketbk/2011/11-061.html>.

### II. SUMMARY OF THE SETTLEMENT STIPULATION

The Stipulation represents a partial settlement of the issues in this docket. In general, the Stipulation governs the development of a simplified metrics performance plan (the "SMP Plan") and implementation guidelines for use in New Hampshire, Maine, and Vermont. The SMP Plan will replace, in their entirety, FairPoint's existing Carrier to Carrier Guidelines and Performance Assurance Plans.

The Stipulation lists metrics to be reported, including 114 metrics subject to monthly per-transaction performance credits and 80 metrics to be reported for diagnostic purposes only. Additionally, the Stipulation identifies 14 metrics which the parties agree must be reported, but cannot reach agreement whether the metrics are to be reported for diagnostic purposes only, or for the purpose of calculating performance credits. Lastly, the Stipulation identifies 11 metrics upon which there is no agreement at all. Of the 114 metrics subject to transaction performance credits, 10 are to be evaluated on a per measure basis and 104 are to be calculated on a per unit basis when performance is scored as a "miss". No agreement is reached in the Stipulation on the per unit performance credit rates that will apply to these 104 metrics, the proration of credit amounts to individual CLECs within the three state area, credit multipliers for misses of long duration, or a maximum or annual dollars at risk cap.

As part of the Stipulation, FairPoint commits itself to a number of systems and process enhancements. FairPoint is required, *inter alia*, to complete four major systems projects scheduled as part of its 2012 Information Technology (IT) roadmap and process enhancement programs by year-end 2012. FairPoint is further required to place a total of \$600,000 at risk of payment to CLECs to ensure timely completion. Although the Stipulation does not explain the mechanism for holding the at risk monies secure, it does provide that a total of \$150,000 will be considered at risk for each of four major projects included in FairPoint's 2012 IT systems program. For each of these four projects, \$50,000 shall be payable to the CLECs if the project is not completed by the end of year 2102. An additional \$50,000 per project shall be payable if the project is not completed by the end of the first quarter

result has been reached. Concord Electric Company, 87 NHPUC 694, 708, Order No. 24,072 (2002), quoting from Concord Electric Company, 87 NHPUC 595, 605, Order No. 24,046 (2002), and orders cited therein.

In this case we are mindful of the importance to the stipulating parties of having a PAP that is uniform to the greatest extent possible in the three states where they operate, the complexities in achieving that goal, and the amount of effort these parties have expended attempting to reach it. While the Stipulation has not produced an agreed-to PAP, it significantly narrows the issues going forward. Additionally, the Stipulation provides that some of the metrics that are currently measured by parity with FairPoint's performance of its own retail obligations will in future be measured by reference to fixed standards. This mechanism for measuring performance is more objective, more in line with the decreasing level of regulatory oversight of FairPoint's retail offerings, and ought to provide greater certainty to all affected. Accordingly, we find that the Stipulation is just and reasonable and in the public interest, and we approve it, contingent upon its approval without modification by the Maine Public Utilities Commission and the Vermont Public Service Board.

**Based upon the foregoing, it is hereby ORDERED NISI**, that subject to the effective date below, the Stipulation and the exhibits attached thereto are incorporated into this Order Nisi by reference and are approved without modification contingent upon approval of the Stipulation without modification by the Maine Public Utilities Commission and the Vermont Public Service Board; and it is

**FURTHER ORDERED**, that the FairPoint shall cause a copy of this Order Nisi to be published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to be no later than December 28, 2012 and to be documented by affidavit filed with this office on or before January 18, 2013; and it is

**FURTHER ORDERED**, that all persons interested in responding to this Order Nisi 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 January 4, 2013 for the Commission's consideration; and it is

**FURTHER ORDERED**, that any party interested in responding to such comments or request for hearing shall do so no later than January 11, 2013; and it is

**FURTHER ORDERED**, that this Order Nisi shall be effective January 18, 2013, unless the FairPoint 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 FairPoint shall advise the Commission of the status of review of the Stipulation by regulators in the states of Maine and Vermont and shall make compliance filings demonstrating approval of the Stipulation without modification by the Maine Public Utilities Commission and the Vermont Public Service Board within 20 days of each such approval.

By order of the Public Utilities Commission of New Hampshire this eighteenth day of December, 2012.

Amy L. Ignatius  
Chairman  
Michael D. Harrington  
Commissioner  
Robert R. Scott  
Commissioner  
Attested by:  
Debra A. Howland  
Executive Director

(UL - Dec. 24)