

October 17, 2012

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**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: DM 12-276 NNETO and Enhanced Communications of Northern New England  
Objection to Public Utility Assessment and Related Invoices

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 October 12, 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

HNM: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

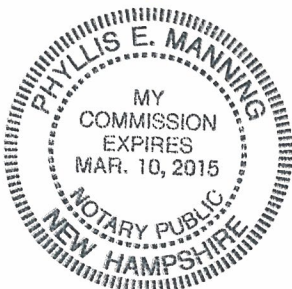
I hereby certify that the legal notice: (0000264180) OBJECTION TO PUB UTILITY ASSES  
was published in the New Hampshire Union Leader  
printed at Manchester, NH by the Union Leader Corp.  
On:  
10/12/2012.

State of New Hampshire  
Hillsborough County

Subscribed and sworn to before me this

12 day of October 2012

Phyllis E Manning  
Notary Public



Present holder of said mortgage By its attorney, DAVID C. GREEN, P.C. 127 Main Street, Suite 7, PO Box 1068 Nashua, NH 03061-1068 (603)882-4963 By: David C. Green, Esquire (UL - Sept. 28, Oct. 5, 12)

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain Mortgage given by **Bruce H. Connick and Diane A. Connick**, ("the Mortgage") to EQUITY ONE CONSUMER LOAN COMPANY, INC. dated July 16, 2004 and recorded with the Strafford County Registry of Deeds at Book 3054, Page 205, assigned to 21st MORTGAGE CORPORATION ("the Mortgage") by Assignment of Mortgage/Deed dated November 9, 2008 and recorded with the Strafford County Registry of Deeds at Book 3715, Page 786 (the "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 be sold at:

#### PUBLIC AUCTION

Wednesday, October 31, 2012 at 12:00 p.m.

All of Mortgagee's right, title and interest in and to the real property described in said Mortgage, to wit:

A certain 2004 Skyline manufactured housing unit, 28' x 52', Model: 1062CTB, Serial No. B716-0120TAB, which said manufactured housing unit is situated at 9 Spencer Drive, Chestnut Hill Manufactured Housing Park, City of Rochester, County of Strafford and State of New Hampshire at land owned by New Haul Properties, LLC.

Said sale to be held on the mortgaged premises located at 9 Spencer Drive, Chestnut Hill Manufactured Housing Park, Rochester, Strafford County, New Hampshire.

In the event of a discrepancy between the legal description in said Mortgage and the foregoing quotation thereof, the former shall be controlling.

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

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 Property will be sold subject to all unpaid real estate taxes, unpaid rent 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 Somersworth, New Hampshire, on September 21, 2012.

21st MORTGAGE CORPORATION

By its Attorney,

DONALD R. ROUTHIER, ESQ.,

217 High Street,

Somersworth, New Hampshire, 03878

(603) 692-3655

(UL - Sept. 28; Oct. 5, 12)

## Legal Notice

### THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DM 12-276

Northern New England Telephone Operations LLC and Enhanced Communications of Northern New England, Inc. Objection to Public Utility Assessments

#### ORDER OF NOTICE

On September 17, 2012, Northern New England Telephone Operations LLC (NNETO) and Enhanced Communications of Northern New England, Inc. (Enhanced Communications), both of which are affiliates of FairPoint Communications, Inc.

Public Utilities Commission (Commission) an objection to two public utility assessment invoices prepared by the Commission and dated August 17, 2012 in the annualized amount of \$942,999 for NNETO and \$70,452 for Enhanced Communications, respectively. The assessment invoices were issued pursuant to RSA Chapter 363-A. On September 26, 2012, the Office of Consumer Advocate (OCA) filed a notice of participation on behalf residential ratepayers. The objection and subsequent docket filings, other than any information for which confidential treatment is requested or granted by the Commission, will be posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2012/12-276.html>.

The Commission funds its general expenses incurred in the performance of its duties relating to public utilities and the Office of Consumer Advocate through public utility assessments made pursuant to the formula and procedures set forth in RSA Chapter 363-A. RSA 363-A:4 permits a public utility to object, within 30 days of the assessment for the first quarterly payment, to the amount assessed against it for the prior fiscal year on grounds that the assessment is "excessive, erroneous, unlawful or invalid." If the assessment of one public utility is reduced, it is possible that the assessments of the remaining public utilities will increase, in order to fully reimburse the Commission for its expenses.

NNETO claims that its fiscal year 2013 assessment should be reset to no more than \$403,229, a reduction of \$539,770 from its annualized assessment amount, while Enhanced Communications claims that its fiscal year 2013 assessment should be reset to a maximum of \$5,500, a reduction of \$84,952 from its annualized assessment amount. They argue that they (including NNETO and any other Excepted Local Exchange Carriers) should not be required to fund expenses of the OCA due to the enactment of Laws of 2012, Chapter 177 (SB 48) and, in addition, that the Commission has no statutory authority to levy an assessment on the interstate revenues of either NNETO or Enhanced Communications. They also argue that the assessments constitute an unlawful and unconstitutional taking of property. NNETO and Enhanced Communications committed to timely pay the first quarterly installment of their respective assessments as billed by the Commission and they have done so.

The filing raises, inter alia, issues related to whether the assessments NNETO and Enhanced Communications object to are "excessive, erroneous, unlawful or invalid" under RSA 363-A:4 and/or constitute an unlawful and unconstitutional taking of property and whether the FairPoint assessments should be reset, including but not limited to issues related to the scope of the term "gross utility revenue" in RSA 363-A:2, whether and to what extent FairPoint's arguments for resetting the assessments apply to the Commission's fiscal year 2013 assessments, and whether implementation of SB 48 requires any changes to the method by which utility assessments are calculated. Each party has the right to have an attorney represent the party at the party's own expense.

Based upon the foregoing, it is hereby

ORDERED, that a Prehearing Conference, pursuant to N.H. Code Admin. Rules Puc 203.15, be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on November 6, 2012 at 1:30 pm, at which each party will provide a preliminary statement of its position with regard to the petition and any of the issues set forth in N.H. Code Admin. Rules Puc 203.15 shall be considered; and it is

FURTHER ORDERED, that, immediately following the Prehearing Conference, FairPoint, the Staff of the Commission and any Intervenor hold a Technical Session to review the petition and allow FairPoint to provide any amendments or updates to its filing; and it is

FURTHER ORDERED, that pursuant to N.H. Code Admin. Rules Puc 203.12, FairPoint shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than October 15, 2012, 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 November 6, 2012; and it is

FURTHER ORDERED, that the Executive Director of the Commission send a copy of this order of notice forthwith by electronic means to all public utilities that were sent Commission assessment invoices for fiscal year 2013; and it is

FURTHER ORDERED, that pursuant to N.H. Code 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 FairPoint and the Office of the Consumer Advocate on or before October 31, 2012, 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. Code Admin. Rule Puc 203.17 and RSA 541-A:32(b); and it is

FURTHER ORDERED, that any party

said objection on or before November 6, 2012.

By order of the Public Utilities Commission of New Hampshire this fifth day of October, 2012.

Adele E. Leighton

Assistant to the Executive Director  
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 - Oct. 12)

## Legal Notice

### NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **James M. Bermingham, Jr., a/k/a James Bermingham, Jr. and Sally Bermingham** to Mortgage Electronic Registration Systems, Inc., as nominee for Lime Financial Services dated March 1, 2007 and recorded with the Strafford County Registry of Deeds in Book 3510, Page 38 of which mortgage U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Asset Trust 2007-3 Home Equity Pass-Through Certificates, Series 2007-3 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 1:00 PM on October 26, 2012 on the mortgaged premises located at 335 Governors Road, Milton, NH 03851, all and singular the premises described in said mortgage.

#### TO WIT:

A certain tract or parcel of land situate on the southwesterly side of Governors Road in the Town of Milton, County of Strafford and State of New Hampshire and being shown as Lot 16-2 on a plan entitled "Proposed Subdivision Land of Ricky & Kim Fuller, Governors Road, Milton, N.H.", dated September 22, 2005 and recorded as Plan 82-5 in the Strafford County Registry of Deeds, being more particularly bounded and described as follows:

Beginning at a drill hole on the southwesterly side of Governors Road, said point being the northeasterly corner of the herein described parcel; thence running S 27° 19' 34" W along Lot 16 a distance of 436.13 feet to a 3/4" rebar with ID cap set at land now or formerly of Wallace J. Dugan III; thence turning and running N 24° 36' 02" W a distance of 83.64 feet to a drill hole set; thence running N 24° 26' 39" W a distance of 291.62 feet to land now or formerly of James & Athena Perry; thence turning and running N 58° 15' 54" E a distance of 305.25 feet to a drill hole set at said Governors Road; thence turning and running S 38° 17' 21" E along said Governors Road a distance of 32.16 feet to a point; thence turning and running S 48° 44' 46" E a distance of 29.71 feet to a point; thence turning and running S 37° 38' 15" E a distance of 88.13 feet to a drill hole set, being the point of beginning.

For mortgagee's title see deed recorded with Strafford County Registry of Deeds Book 3510, Page 36.

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 SERVICES UPON THE MORTGAGEE, AND 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, and any 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 Abiliti[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, U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Asset Trust 2007-3 Home Equity Pass-Through Certificates, Series 2007-3

By its Attorneys,

(UL - Oct. 5, 12, 19)

## Legal Notice

### NOTICE OF MORTGAGEE'S SALE

For breach of the conditions set forth in a certain Mortgage running from **Jessica L. Floyd and Cornell Floyd** to CitiFinancial Consumer Services dated March 21, 2006 recorded in the Merrimack County Registry of Deeds at Book 2876, Page 1059, the original of which Mortgage is located at CitiFinancial, Inc., f/k/a CitiFinancial Consumer Services, 1111 Northpoint, Building 4, Suite 100, Coppell TX 75019, and may be examined there during normal business hours, by virtue of Power of Sale contained in said Mortgage, CitiFinancial, Inc., f/k/a CitiFinancial Consumer Services, for the purpose of foreclosing said Mortgage, default having been made in the conditions thereof, will sell the premises which are situated at

21 Noyes Street, Concord

Merrimack County, New Hampshire,

and described in said Mortgage, at PUBLIC AUCTION on Wednesday, the 24th day of October, 2012, at 12:00 P.M. on the premises described in said Mortgage and also hereinafter described, in the City of Concord, Merrimack County, New Hampshire; terms: 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, Ste. 301, Natick, Massachusetts; the premises being described as follows:

A certain tract or Parcel of Land with the buildings thereon, situated Concord, County of Merrimack, State of New Hampshire, and bounded and described as follows:

Beginning at the corner of Princeton Street Extension and Noyes Street; thence Southerly by said Princeton Street Extension about 118.5 feet; thence Easterly 82 feet by Lot #20; thence northerly by said Lot #20 118.70 feet to said Noyes Street; thence Westerly by said Noyes Street 82 feet to the point of beginning.

Being the same property conveyed to Jessica L. Floyd and Cornell Floyd Husband and Wife Joint Tenants with Rights of Survivorship by Deed from Stacey A. Evans, a Single person recorded 10/02/2002 in Deed Volume 2409, Page 242, in the Register's office of Merrimack County, New Hampshire.

For title, see deed dated September 30, 2002 recorded in Book 2409, Page 242, Merrimack County Registry of Deeds.

Said premises are sometimes known as and numbered 21 Noyes Street, Concord, New Hampshire.

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 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 Mortgagee.

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 mortgagee shall mean service upon such holder, CitiFinancial, Inc., f/k/a CitiFinancial Consumer Services

Dated at Natick, Massachusetts this 25th day of September, 2012.

CITIFINANCIAL, INC.,

F/K/A CITIFINANCIAL

CONSUMER SERVICES

Present Holder of Said Mortgage,

By its Attorneys,

CUNNINGHAM, MACHANIC, CETLIN,

JOHNSON, HARNEY & TENNEY, LLP

By: Dana A. Cetlin

CUNNINGHAM, MACHANIC, CETLIN,

JOHNSON, HARNEY & TENNEY, LLP

220 North Main Street, Ste. 301

Natick, MA 01760

(781) 237-7030

Doc #330042

(UL - Sept. 28; Oct. 5, 12)

REQUEST FOR QUALIFICATIONS/PROPOSAL  
ARCHITECTURAL/ENGINEERING SERVICES  
TOWN OF HINSDALE, NH