



December 7, 2009

**BY HAND DELIVERY and ELECTRONIC FILING**

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

Re: DG 09-141 Affidavit of Publication

Dear Director Howland:

Pursuant to the Order of Notice issued by the New Hampshire Public Utilities Commission on November 10th, 2009, in the above-referenced docket, enclosed please find an Affidavit of Publication on behalf of Northern Utilities, Inc.

Sincerely,

Gary Epler  
Attorney for NU

Enclosure

cc: Edward Damon, Staff 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

NORTHERN UTILITIES, INC., Petitioner  
Financial Hedging Program Redesign

)  
)  
) DG 09-141  
)

AFFIDAVIT

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

I certify that publication of the Order of Notice in Docket DG 09-141,  
issued on November 10th, 2009, has been made as therein directed, and that it  
was published in the New Hampshire Union Leader on November 16th, 2009.

DATED this 7th day of December, 2009.

  
\_\_\_\_\_  
Gary M. Epler

STATE OF NEW HAMPSHIRE )

) :ss

COUNTY OF ROCKINGHAM )

On this 7th day of December, 2009, personally appeared before me Gary  
M. 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:

JOANNE L. ROBBINS, Notary Public  
My Commission Expires December 3, 2013

**THE STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
DG 09-141**

**ORDER OF NOTICE**

On August 7, 2009, Northern Utilities, Inc. (Northern or Company) filed with the Commission a Petition for Approval of Proposed Financial Hedging Program Redesign. This proposal was made in conjunction with a similar proposal in Maine covering Northern's operations in that state. See generally, Maine Public Utilities Commission, Docket No. 2008-93. On October 1, 2009, the Office of Consumer Advocate (OCA), notified the Commission of its participation in this docket, pursuant to RSA 363:28.

Under the Company's current hedging program, it purchases futures contracts according to various time-based and price-based criteria and the purchased contracts are held until settlement without regard to change in value. In scheduling its purchases, Northern generally begins hedging 12 months prior to filing for its semi-annual cost of gas (COG) rate adjustment. As part of its program redesign, Northern proposes three primary changes: (1) introduction of a price ceiling above which purchases of futures contracts would be suspended; (2) eliminating the price-based component of the existing hedging program; and (3) introduction of a process for selling futures contracts that have appreciated in value. Northern also proposes changes to its hedging program aimed at reducing its exposure to risk from hedging. Finally, Northern proposes to begin hedging more than 12 months prior to filing for its COG adjustment.

The underlying basis for changes to the hedging program, according to Northern, is the desire to reduce the exposure to market volatility, both for it and its customers. Similarly, Northern contends that the changes to the program will provide better price predictability for the Company and customers.

The filing raises, inter alia, issues related to: whether, and to what extent, hedging mitigates natural gas price volatility; the costs and risks associated with hedging; risk management oversight and control; the rate impact on firm sales customers due to hedging for commercial and industrial customers that migrate to transportation service; Northern's use of physical and financial hedges for gas supplies; program design, such as the amount and timing of hedging transactions, financial instruments to be used, whether to perform over the counter trades or trade on the New York Mercantile Exchange; and, whether Northern's hedging program should be continued, and whether its proposed amendments to the hedging program are appropriate. 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 Prehearing Conference, pursuant to N.H. Admin. Rules Puc 203.15, be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on December 7, 2009 at 1:30 p.m., 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. Admin. Rule Puc 203.15 shall be considered; and it is

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

FURTHER ORDERED, that pursuant to N.H. Admin. Rules Puc 203.12, Northern shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than November 16, 2009, 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

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 November 6, 2009.

JPMC SPECIALTY MORTGAGE LLC  
By Its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
200910-1117 - RED

(UL - Nov. 16, 23, 30)

**Legal Notice**

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

By virtue of a Power of Sale contained in a certain Mortgage given by **Jennifer L. Anderson w/s/a J. Anderson** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., dated November 2, 2005 and recorded with the Hillsborough County Registry of Deeds at Book 7577, on Page 2033 (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 November 23, 2009 at 11:00 AM Said sale being located on the mortgaged premises and having a present address of 56 Austin Street, Manchester, Hillsborough County, NH. The premises are more particularly described in the Mortgage. 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 at 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 GMAC Mortgage, LLC, 1100 Virginia Drive, Fort Washington, Property Address: 10934. 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 description of the premises contained in said mortgage shall control in the event of an error in this publication. Federal National Mortgage Association Present Holder of said Mortgage, By Its Attorneys, Orleans Moran PLLC P.O. Box 962169 Boston, MA 02196 Phone: (617) 502-4100 11/2/2009 11/9/2009 11/16/2009 (UL - Nov. 2, 9, 16)

By virtue of a statutory power of sale contained in a certain Mortgage Deed given by **Gerald E. Bruce, Sr. and Sandra L. Bruce**, husband and wife of 354 Oxbow Road, Hinsdale, County of Cheshire, New Hampshire 03451 to Green Tree Servicing, LLC, a Delaware limited liability company (formerly known as Green Tree Financial Corp.) of 3 Executive Park Drive, Bedford, County of Hillsborough, State of New Hampshire, 03110, dated April 24, 1995, recorded at the Cheshire County Registry of Deeds, Book 1521, Page 0082, the present holder of said mortgage, pursuant to and in execution of said powers and for breach of conditions of said Mortgage Deed, and for purposes for foreclosing the same, will sell at

**PUBLIC AUCTION**

On Tuesday, December 22, 2009 at 4:00 p.m. said place of sale being on the mortgaged premises located at 354 Oxbow Road, Hinsdale, County of Cheshire, State of New Hampshire, 03451, the real estate, together with the manufactured home thereon, being described in said mortgage deed as follows:

All of the property located at Ox Bow Road, in the City/Town/Village of Hinsdale, County of Cheshire, State of New Hampshire, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the scheduled titled "Additional property Description" which is attached hereto as Exhibit A, together with a security interest in that certain 1995, 48 x 24 Oak Knoll Mobile Home serial number \_\_\_\_\_.

A certain tract of land, with the mobile home thereon, situated in Hinsdale, County of Cheshire and State of New Hampshire, bounded and described as follows:

On the North, East and South by land of Thomas and Irene Rouillard and on the West by blacktop highway, namely Ox Bow Road, each of said bounds being 200 feet, more or less, said parcel being bounded and described as follows:

Beginning at the point of intersection of the Easterly right of way of said Ox Bow Road and South boundary of the above described parcel of land, said point being located at an iron pipe and is the Southwest corner; thence Easterly a distance of two hundred feet along an old barbwire fence to an iron pipe located in the corner of the fence line, said corner being the Southeast corner of the lands herein conveyed; thence Northerly a distance of two hundred feet along an old barbwire fence to an iron pipe located in the corner of the fence line, said corner being the Northeast corner of the land herein conveyed; thence Westerly a distance of approximately two feet along an old barbwire fence to the point of intersection of the Northerly boundary of this parcel of land and the Easterly edge of the right of the Ox Bow Road, said point being located by an iron pipe and is the Northwest corner of the parcel of land herein conveyed; thence Southerly along the Easterly edge of the right of way of said Ox Bow Road a distance of approximately two hundred feet to the point of beginning.

Meaning and intending to describe and convey in mortgage the same premises as conveyed to the mortgagors herein by Warranty Deed of Donald Wheelen dated August 16, 1991 and recorded at Book 1379, Page(s) 538, Cheshire County Registry of Deeds.

**NOTICE**

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. FAILURE TO INSTITUTE SUCH PETITION AND COMPLETE SERVICE UPON MORTGAGEE, OR ITS AGENT, CONDUCTING THE SALE PRIOR TO SALE, SHALL THEREAFTER BAR ANY ACTION OR RIGHT OF ACTION, WHICH

waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

**FEDERAL NATIONAL  
MORTGAGE ASSOCIATION**

By Its Attorneys,  
HAUGHEY, PHILPOT  
& LAURENT, P.A.  
Thomas M. Haughey, Esquire  
Haughey, Philpot & Laurent, P.A.  
816 North Main Street  
Laconia, NH 03246  
(603) 524-4101  
October 30, 2009

(UL - Nov. 2, 9, 16)

**Legal Notice**

**NOTICE OF FORECLOSURE SALE**

Pursuant to a power of sale contained in a certain mortgage deed given by **MICHELLE FARGO** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for WACHOVIA MORTGAGE CORPORATION, its successors and assigns, as lender, dated October 5, 2005, recorded in the Hillsborough County Registry of Deeds at Book 7559, Page 2587, said mortgage, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 102 Chestnut Street) in Nashua, Hillsborough County, New Hampshire, at

**PUBLIC AUCTION**

on December 2, 2009 at 11:00 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 subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

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.

Terms of sale will be Ten Thousand Dollars (\$10,000.00) cash or bank cashier's 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 thirty (30) 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 date or dates as the holder may deem necessary or desirable.

**MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.**

as Nominee  
By Its Attorneys,  
HAUGHEY, PHILPOT &  
LAURENT, P.A.  
By Thomas M. Haughey, Esquire  
Haughey, Philpot & Laurent, P.A.  
816 North Main Street  
Laconia, NH 03246  
(603) 524-4101  
October 30, 2009

(UL - Nov. 2, 9, 16)

**Going Online?**  
See more public notices at  
[www.unionleader.com](http://www.unionleader.com)

I hereby certify that the foregoing notice was published in The Union Leader and/or New Hampshire Sunday News, newspapers printed at Manchester, N.H., by the Union Leader Corporation on the following dates, Viz: ..... 11/16/09 .....

(Signed) ..... Phyllis Gilbert .....

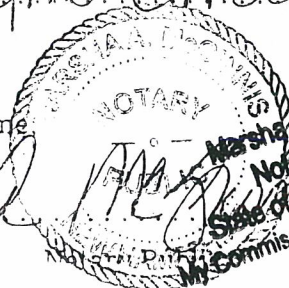
UNION LEADER CORPORATION

State of New Hampshire,  
Hillsborough, SS.

(Dated) ..... 11/19/09 .....

Subscribed and sworn to by the said ..... Phyllis Gilbert

Before me  
Marsha A. McGinnis



Marsha A. McGinnis  
Notary Public  
State of New Hampshire  
My Commission Expires 04/19/2011