



May 9, 2008

Debra A. Howland
Executive Director & Secretary
NH Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429



Dear Ms. Howland:

In compliance with the Order of Notice issued in Docket DT 08-028, dated April 22, 2008, enclosed is an affidavit certifying that a copy of said order was published in the Union Leader newspaper on April 25, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Deb Martone".

Deb Martone
Manager, State Government Affairs

Enclosure

11 KEARSARGE AVENUE
P.O. BOX 337
CONTOOCOOK, NH 03229-0337

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: 4/25/08

(Signed) Chantal Duprey

UNION LEADER CORPORATION

State of New Hampshire,
Hillsborough, SS.

(Dated) 4/29/2008

Subscribed and sworn to by the said Chantal Duprey

Before me,

.....
Notary Public

NOTICE OF FORECLOSURE SALE

By virtue of the Power of Sale contained in a certain Mortgage given by **JOHN F. MULVEY and THERESA R. MULVEY** dated December 23, 2003 and recorded in the Rockingham County Registry of Deeds at Book 4212, Page 1233, (the "Mortgage") which mortgage was given to NEWBURYPORT FIVE CENTS SAVINGS BANK in execution of said power and for breach of the conditions of said Mortgage, and for the purposes of foreclosing the same, NEWBURYPORT FIVE CENTS SAVINGS BANK will sell at

PUBLIC AUCTION

on Thursday, June 5, 2008 at 11:00 o'clock in the forenoon in East Kingston, County of Rockingham, State of New Hampshire, premises situated at 17 Haverhill Road, East Kingston, Rockingham County, New Hampshire which are described in the Mortgage and which may be currently described as follows (the "Mortgage Premises"):

A certain parcel of land with the buildings thereon situated in East Kingston, in the County of Rockingham and State of New Hampshire, on the Easterly side of Route #108, so-called, and bounded and described as follows:

Beginning at a point on the Easterly side of said Route #108 at the Northerly corner of the described premises and at land now or formerly of Webster and thence running South 17° 57' 20" West 96.61 feet to a point; thence continuing South 14° 58' West 161.75 feet to a point; thence continuing South 16° 52' West 159.80 feet to a point; thence continuing South 16° 14' 50" West 156.64 feet to a point and thence continuing South 17° 15' 20" West 86.86 feet, all along said Webster land, to a point at Hillside Cemetery and land of Gregory J. Plante et ux; thence turning and running North 26° 00' 20" West along land of said Gregory J. Plante et ux 401.48 feet to a point on the Easterly side of said Route #108; thence turning and running North 53° 02' 10" East along the Easterly side of said Route #108 for a distance of 454.98 feet to the point of beginning; said parcel being triangular in shape.

Said premises are shown on "Subdivision Plan of Land in East Kingston, N.H. owned by Gregory J. & Mary F. Plante" dated July 1974.

Sale is subject to a first mortgage to Newburyport Five Cents Savings Bank dated October 1, 2002 and recorded in Rockingham County Registry of Deeds at Book 3851, Page 0124.

The original Mortgage may be examined by any interested person at the law office of Mary Keohan Ganz, 779 Lafayette Road, Seabrook, New Hampshire 03874.

The sale will take place at the mortgaged premises.

To the Mortgagor or any other person claiming a lien or other encumbrance upon the Mortgaged Premises: You are hereby notified that you have a right to petition the superior court for the county in which the Mortgage Premises are situated, with service upon the Mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

Said Mortgage Premises will be sold subject to all unpaid taxes, betterments, assessments, claims, water bills, mortgages, and all other liens entitled to precedence over said Mortgage, including the right of redemption available to the Internal Revenue Service pursuant to Federal Tax laws and all restrictions and encumbrances of record prior to said mortgage, if any there be.

Terms: Twelve Thousand, Five Hundred Dollars (\$12,500.00) must be paid as a deposit by the successful bidder for the Mortgage Premises in cash or by certified check at the time of sale. The balance of the purchase price must be paid in full by the successful bidder in cash or certified check on or before the thirtieth (30th) day after the date of the foreclosure sale. If the successful bidder fails to complete the purchase of the Mortgage Premises, the mortgagee reserves the right to retain the deposit in full as liquidated damages as a result of the bidder's failure to perform. The successful bidder shall pay the full transfer tax stamps on the foreclosure deed.

As an additional condition and term of the sale, in the event the successful bidder

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".

TERMS OF SALE: A deposit of Fifteen Thousand (\$15,000.00) 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 Manchester, New Hampshire, on April 17, 2008.

CITIMORTGAGE, INC.

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 689-7963
200803-2396 - GRN

(UL - April 25; May 2, 9)

Legal Notice

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DT 08-028 ORDER OF NOTICE

On February 19, 2008, Hollis Telephone Company, Inc., Kearsarge Telephone Company, Merrimack County Telephone Company, and Wilton Telephone Company, Inc., referred to jointly as the TDS Telecom Companies (TDS), filed with the Commission a petition for authority to block the termination of all traffic carried by Global NAPs, Inc. (GNAPs) to TDS exchanges on the public switched telephone network (PSTN) in New Hampshire.

In its petition, TDS alleges that GNAPs is not paying to terminate its access traffic in TDS territories and owes TDS \$192,644.25 for engaging in this activity from February 2003 to January 2008. TDS now turns to the Commission to resolve this issue. In its petition, TDS asks the Commission to grant it authority to block any further termination of GNAPs traffic in TDS exchanges, to provide other such relief as the Commission may deem appropriate, and to schedule this matter for hearing and resolution.

On March 3, 2008, a copy of TDS's complaint was forwarded to GNAPs by the Commission's Executive Director with instructions that GNAPs file a response by March 13, 2008.

On March 19, 2008, GNAPs filed a motion to accept its late-filed answer to the TDS complaint. In its motion, GNAPs asserted, among other things, that the traffic in question is exclusively interstate in nature, that traffic originating in TDS territory was inbound to Internet Service Providers ("ISPs") and that traffic terminating in TDS territory is from enhanced service providers. GNAPs denied the allegations and most of the facts set forth in TDS's complaint, asserting that the New Hampshire Commission's jurisdiction is limited to local and intrastate traffic, while the traffic at issue, to ISPs and from enhanced service providers, is subject to the exclusive and sole jurisdiction of the Federal Communications Commission (FCC).

On April 14, 2008, TDS filed a response to GNAPs's answer. In its response, TDS denies the affirmative defenses asserted by GNAPs and contends, among other things, that the GNAPs traffic at issue originates within New Hampshire and terminates to

day of April, 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 - April 25)

Legal Notice

COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT

THE PROBATE AND FAMILY COURT

ESSEX Division

Docket No. 08A 0046-TM1

In the Matter Of

KAYLA LYNN COUNT, minor

Of N ANDOVER

In the County of ESSEX

CITATION

M.G.L. c. 210, § 3

To ANY UNKNOWN OR UNNAMED FATHER, parent(s) of the above named child.

*A putative father will not have standing as a party to this case without a voluntary acknowledgment of parentage or an adjudication of paternity.

A petition has been presented to said court by **BETHANY CHRISTIAN SERVICES OF NEW ENGLAND, INC., 820 Turnpike Street, Suite 101, N Andover, Massachusetts** representing that the father of the child lack(s) the current ability, capacity, fitness and readiness to assume parental responsibility for the child; that the petitioner's plan for the child will serve the child's best interests; and, praying that this Honorable Court enter a decree under the provisions of the General Laws of Massachusetts, Chapter 210, Section 3, that shall have the effect of terminating the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the custody, guardianship, adoption or other disposition of the child named herein.

IF YOU DESIRE TO OBJECT THERETO, YOU OR YOUR ATTORNEY MUST FILE A WRITTEN APPEARANCE IN SAID COURT AT SALEM ON OR BEFORE TEN O'CLOCK IN THE FORENOON (10:00 AM) ON **MAY 5, 2008**.

YOU ARE ENTITLED TO THE APPOINTMENT OF AN ATTORNEY IF YOU ARE AN INDIGENT PERSON. An indigent person is defined by SJC RULE 3:10. The definition includes but is not limited to persons receiving AFDC, EAEDC, poverty related veteran's benefits, food stamps, refugee resettlement benefits, Medicaid, and SSI. The Court will determine if you are indigent. Contact an Assistant Register/Adoptions Clerk of the Court on or before the date listed above to obtain the necessary forms.

WITNESS, HON. MARYANNE SAHAGIAN, ESQUIRE, First Justice of said Court at SALEM this day, April 3, 2008.

Pamela Casey O'Brian
Register of Probate

(UL - April 11, 18, 25)

Legal Notice

Seppala Construction Co., Inc., the Construction Manager for the White Mountain Community College Addition and Renovation is looking for Subcontractor AIA prequalification Statement for all Specification Division. **Need by 4/23/08**. Please forward to Seppala Construction, 153 Hunt Hill Road, Rindge, NH 03461 or Fax (603) 899-6814 or you can email

cwoerner@seppalaconstruction.com. If you have any question please give us a call.

Chris Woerner
Project Manager/Seppala Construction
(UL - April 21, 22, 23, 24, 25, 26, 27)

NOTICE
Pursuant to a certain **R. McINT. MORTGAGE SYSTEMS, ONE MORTGAGE** on 30, 2005, Registry of said Mortgage for mortgage 159 Ridge Court

on May 15 all of said in and to mortgage

This fore purpose of redemption possessed firms, corp from, or ur Said pre unpaid tax branches en mortgage.

Said pre respects, t physical c rights, if at ses.

To the n sons, firms by, from or **NOTIFIED TO PETITION FOR THE GAGED PFSERVICE UPON SUCH REQUIRE, FORECLOSURE**

Terms of lars (\$5,00 tsfactivity to the time of paid on de thirty (30) reserves th terms at it serves the sale to sucl holder may

HAUG

(UL - Apr

MO SAI

By virtue a certain n ("the Mortg Division of 22, 2003 : County Re Page 17 (th held by Pa LLC, the p pursuant t and for br gage and f same will s

Said sale :cements a

the exchanges of Kearsarge Telephone Company in New Hampshire and thus is indisputably intrastate in nature and subject to intrastate access charges under TDS's intrastate access tariff. TDS also states that GNAPs traffic shows a variety of originating and terminating telephone numbers, which is typical of voice traffic, compared to the single or limited number of end-user customers that would be typical of ISP-bound traffic. TDS argues that records show that a number of different local exchange carriers (LECs) serve the originating telephone numbers in question. According to TDS, the multiplicity of originating LECs indicates that it is unlikely that the subject traffic originates in Internet Protocol (IP) format or is otherwise ESP traffic. Therefore, TDS states that GNAPs's contention that traffic originating from TDS is inbound ISP traffic and traffic terminating to TDS is ESP traffic is without factual or legal support. Also on April 14, 2008, Staff filed a recommendation that the Commission schedule a prehearing conference and technical session to develop a procedural schedule and address any administrative issues appropriate for resolution at the onset of this proceeding.

Based on TDS's complaint and GNAP's answer, the Commission has determined that further investigation is merited. The filings raise, inter alia, issues related to (1) the specific type of traffic involved in TDS's petition; (2) whether the Commission has jurisdiction to resolve this matter pursuant to RSA 365:1 and RSA 374:3; (3) the extent to which GNAPs uses TDS's facilities to provide the services at issue; (4) whether there should be an agreement in place between the parties; (5) whether TDS should be authorized to block traffic from GNAPs; (6) whether TDS is entitled to compensation for termination of the traffic at issue, and, if so, to what extent; and (7) what other recourse may be available to TDS, if any.

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 May 14, 2008 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 GNAPs is a mandatory party; and it is

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

FURTHER ORDERED, that pursuant to N.H. Admin. Rules Puc 203.12, TDS shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than April 28, 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 May 14, 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 TDS and the Office of the Consumer Advocate on or before May 9, 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

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Martin Reyes** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated February 23, 2007 and recorded with the Cheshire County Registry of Deeds at Book 2417, Page 322 (the "Mortgage"), which mortgage is held by Deutsche Bank Trust Company Americas formerly known as Banker's Trust Company, as Trustee and Custodian by: Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc. as its attorney-in-fact, the present holder of said 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 sell at:

Public Auction
on
Monday, May 5, 2008
at
10:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 434 Homestead Avenue, West Swanzey, Cheshire County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's title see deed recorded with the Cheshire County Registry of Deeds in Book 2416, Page 341.

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 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 Manchester, New Hampshire, on April 7, 2008.

DEUTSCHE BANK TRUST COMPANY AMERICAS FORMERLY KNOWN AS BANKER'S TRUST COMPANY, AS TRUSTEE AND CUSTODIAN BY: SAXON MORTGAGE SERVICES, INC. F/K/A MERITECH MORTGAGE SERVICES, INC. AS ITS ATTORNEY-IN-FACT

By Its Attorneys,
HARMON LAW OFFICES, P.C.

150 California Street
Newton MA 02458

26
st
Tr
sc

gr
tr
ne
th
co
18
w
in
fr
re

4
T
D
A
M
T
T
p
e
o
a
t
n
d
n
s

I
b
i
c
b
e
a
b
s
t
b
f
g
r
a
t
c
e
s
I