

601336

UNION LEADER CORPORATION

P O BOX 9513  
MANCHESTER, NH 03108

PIERCE ATWOOD ATTORNEYS AT LAW  
ATTN DENIS ROBINSON  
SUITE 350  
1 NEW HAMPSHIRE AVE  
PORTSMOUTH NH 03801

I hereby certify that the legal notice of DT 12-084,  
PO number:MICHELLE KENNEY was published in the New Hampshire Union Leader  
and/or New Hampshire Sunday News, newspapers printed at Manchester, NH  
by the Union Leader Corp.  
On :

05/04/2012

State of New Hampshire  
Hillsborough County  
Subscribed and sworn to before me this

4th day of May, 2012

*Heidi A. Gagnon*

Notary Public



## NOTICE OF FORECLOSURE

By virtue of the power of sale contained in a certain mortgage (the "Mortgage") given by Sunapee Valley Builders, LLC (the "Mortgagor") to Lake Sunapee Bank, fsb, dated May 15, 2009, and recorded at the Merrimack County Registry of Deeds at Book 3129, Page 321, in execution of said power of sale and for breach of the conditions of the Mortgage, for purposes of foreclosing the same, Lake Sunapee Bank, fsb (the "Mortgagee") will sell at

### PUBLIC AUCTION

on May 15, 2012, at 12:00 pm in Bradford, Merrimack County, New Hampshire, on the mortgaged premises located at 494 West Road, Bradford, Merrimack County, New Hampshire, as described in the Mortgage and which may be currently described as follows (the "Mortgaged Premises"):

A certain parcel of land, with the improvements thereon, in the Town of Bradford, County of Merrimack and State of New Hampshire, bounded and described as follows:

Beginning at an iron pin at the northwest corner of the premises on the south side of West Road; thence by the wall and West Road S. 72° 09' 10" E. 353.95 feet to an intersection of walls at the intersection of West Road and Valley Road; thence by the wall and Valley Road S. 19° 01' 40" W. 626.95 feet to an iron pin; thence N. 69° 29' 25" W. by Lot 4, 353.75 feet to an iron pin; thence N. 19° 00' 35" E. by Lot 5, 610.60 feet to the bound first mentioned.

Being shown as Lot #6 on plan entitled "Subdivision of Properties of Edna E. Herbert and Cardon C. Ruchti and Mary M. Ruchti", William C. MacAdam, Surveyor, recorded at the Merrimack County Registry of Deeds as Plan No. 6658.

Less any portion of the premises subject to previous release from the Mortgage.

### [End of Description]

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: 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 MORTGAGOR, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. Failure to institute such petition and complete such service upon the Mortgagee conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

**Lien and Encumbrances:** The Mortgaged Premises shall be sold subject to any and all unpaid taxes, mortgages, condominium fees, liens and other encumbrances entitled to precedence over the Mortgage and the security interest held by the Mortgagee.

**Terms:** To qualify to bid, bidders other than the Mortgagee must place Five Thousand Dollars (\$5,000.00) on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the foreclosure sale. The successful bidder(s) will be required to execute a Memorandum of Foreclosure (the "Memorandum") at the time and place of sale, and, if the successful bidder(s) shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. The successful bidder shall be required to tender an additional deposit within five (5) business days (time being of the essence) of the conclusion of the auction so that the total non-refundable deposit amount held by or on behalf of the Mortgagee shall be equal to 10% of the successful bid. The failure of the successful bidder(s) to tender such additional deposit shall be a breach of the said bidder's obligations under the Memorandum, entitling the Mortgagee to all of its rights and remedies thereunder. The balance of the purchase price must be paid in full by the successful bidder(s) in cash or by certified check within forty five (45) days after the sale, on or before

closing the same, RBS CITIZENS, N.A., with an address of 10561 Telegraph Rd., Glen Allen, VA 23059 (the "Mortgagee"), will sell at public auction the premises hereinafter described:

### I. Description of Mortgaged Premises:

Property Address: 99 Ridge Road, Center Ossipee, Carroll County, New Hampshire.

The above property description is for informational purposes only and is set forth above without any representation or warranty on the part of the mortgagee.

### II. Date, Time, and Place of Sale:

The sale shall take place on June 14, 2012 at 11:00 a.m. at the premises.

### III. Street, Town, and County of Mortgaged Premises:

The mortgaged premises are located at 99 Ridge Road, Center Ossipee, Carroll County, New Hampshire.

### IV. Terms of Sale:

A Deposit of Five Thousand Dollars (\$5,000.00) in the form of cash, certified check, or bank treasurer's check, or other check satisfactory to the Mortgagee will be required to be delivered at or before the time a bid is offered ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. The successful bidder(s) will be required to sign a Memorandum of Sale immediately after the close of the bidding. The balance of the purchase price shall be paid in Satisfactory Funds within thirty (30) days from the date of sale.

The premises to be sold at sale will be sold "AS IS" and subject to all unpaid taxes, prior liens, or other enforceable encumbrances of record, if any, entitled to precedence over the Mortgage. The premises will be sold subject to any state of facts which an accurate ground survey may reveal, and to all federal, state, and local ordinances, regulations, statutes, and rules, including, but not limited to, statutes, regulations, rules, and ordinances pertaining to or relating to zoning, subdivision, environmental matters, and buildings. The Mortgagee makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage, or other matters contained in the description of the premises contained in the Mortgage. In the event of an error in this publication, the description of the premises contained in the Mortgage shall control.

### V. Right to Petition:

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 the foreclosing party, or its agent, conducting the sale prior to the sale shall thereafter bar any action or right of action of the Mortgagor based upon the validity of the foreclosure.

### VI. Reservation of Rights:

The Mortgagee reserves the right to: (i) continue the foreclosure sale to subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the premises; (iii) reject any and all bids for the premises; and (iv) amend or change the terms of the sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders.

### VII. Further Information:

For further information with respect to the sale, contact Harv Levin, Auctioneers at (603) 436-8488.

Dated this 2nd day of May, 2012.

RBS CITIZENS, N.A.  
Present holder of said mortgage

By its attorney,  
DAVID C. GREEN, P.C.  
127 Main Street, Suite 7,  
P.O. Box 1068  
Nashua, NH 03061-1068  
(603)882-4963

By: David C. Green, Esquire  
(UL - May 4, 11, 18)

## Legal Notice

### THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DT 12-084

### TIME WARNER ENTERTAINMENT CO., LP D/B/A TIME WARNER CABLE Petition for Resolution of Dispute with Public Service Company of New Hampshire ORDER OF NOTICE

On March 30, 2012, Time Warner Entertainment Company, LP d/b/a Time Warner Cable (Time Warner) filed a petition with the Commission to resolve a dispute with Public Service Company of New Hampshire (PSNH). The petition and subsequent docket filings, other than information for which confidential treatment is requested of or granted by the Commission, will be posted to the Commission's website at

<http://www.puc.nh.gov/Regulatory/Docketbk/2012/12-084.html>.

According to Time Warner's petition, to provide various services to its approximately 63,000 end user customers in New Hampshire, Time Warner attaches its cables to utility poles owned by numerous entities including PSNH. Time Warner's petition states that in addition to television programming and Internet access, Time Warner has, since 2005, been providing voice communications services through a Voice over Internet Protocol product. The petition further notes that Time Warner and PSNH are parties to three pole attachment agreements that govern the rates, terms and conditions for the attachment of Time Warner's cables to poles owned, jointly or solely, by PSNH.

Time Warner's petition alleges that pursuant to its pole attachment agreements with PSNH, PSNH is required to abide by certain procedures prior to and following any change in the rates charged for attachments. Time Warner's petition alleges that PSNH has not followed those procedures and has repeatedly raised the rates for Time Warner's attachments. In addition, Time Warner's petition alleges that the rates charged by PSNH are unlawfully high and are based on an outdated formula from the Federal Communications Commission. According to the petition, PSNH is improperly charging different rates depending upon PSNH's assessment that certain attachments, or portions of attachments, are for the provision of television and Internet services, and others are for the provision of communications service. Time Warner's petition alleges that PSNH is the only pole owner charging these inappropriate rates. Further, Time Warner's petition states that Time Warner has been paying for its attachments at the rate it contends is the proper one.

Time Warner's petition states that in early 2012, PSNH sued Time Warner in Merrimack County Superior Court for failing to pay the amounts PSNH contends are due for Time Warner's attachments. According to Time Warner's petition, the amount alleged to be due now exceeds \$1,000,000. In March 2012, Time Warner petitioned to remove the case to the Federal District Court for the District of New Hampshire. Time Warner then filed a petition with the Commission to resolve the dispute contending that the Commission is the proper venue for this matter and stating that it intended to move to dismiss the matter from federal court. On April 16, 2012, PSNH responded to Time Warner's petition with a letter stating, in relevant part, that it did not object to Time Warner's petition to the extent it seeks to have the Commission determine the just and reasonable rates for pole attachments prospectively. PSNH, however, contends that the Merrimack County Superior Court is the proper venue for a determination on the parties' dispute over unpaid attachment fees and that the Commission does not have jurisdiction over the entirety of the parties' dispute.

The filing raises, *inter alia*, issues related to the requirements of the parties'

September 25, 2006 and recorded with the Merrimack County Registry of Deeds at Book 2936, Page 1711 (the "Mortgage"), which mortgage is held by CitiMortgage, Inc., 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 14, 2012  
at

9:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 285 Shaw Road, Northfield, Merrimack County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Merrimack County Registry of Deeds in Book 2800, Page 359.

### 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 MORTGAGOR, 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 Newton, Massachusetts, on April 12, 2012.

CITIMORTGAGE, INC.

By its Attorneys,  
Jonathan C. Ciappa, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201110-0021 - ORE

(UL - April 20, 27; May 4)

### Going Online?

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

## Legal Notice

### TOWN OF SALEM, NH INVITATION TO BID-338 Roof Replacement (Cemetery Building)

Sealed Bids will be received at the office of the Purchasing Agent, 33 Geremonty Drive, Salem, New Hampshire 03079, until May 21st local time, 11:00am 2012. To request a copy of Sealed Bid-338, please contact the Salem, NH Purchasing Department @ 603-890-2090 Copies will not be faxed.  
(UL - May 4)

## Legal Notice

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

By virtue of a Power of Sale contained in a certain mortgage given by **Samuel S. Davison, a/k/a Sam S. Davison and Angela B. Davison, f/k/a Angela B. Trempe** ("the Mortgagors") to CCO Mortgage Corporation, dated October 13, 2006 and recorded with the Sullivan County Registry of Deeds at Book 1609, Page 987 (the "Mortgage"), which mortgage is held by Federal National Mortgage Association, 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 14, 2012  
at  
3:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 658 North Main Street, Washington, Sullivan County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Sullivan County Registry of Deeds in Book 1261, Page 211.

#### 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 Newton, Massachusetts, on April 12, 2012.

#### FEDERAL NATIONAL MORTGAGE ASSOCIATION

By its Attorneys,  
Jamie M. Welch, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201112-1355 - GRN

(UL - April 20, 27; May 4)

feet along land of Edward E. Cote, Jr. And Maryrose Cote to a utility pole set in ground;

Thence turning and running South 51degrees 48' 09" East a distance of 308.99 feet along other land, of Edward E. Cote, Jr. and Maryrose Cote to the point of the beginning.

Excepting and reserving utility and other easements set forth in a deed at the Belknap County Registry of Deeds at Book 1086, Page 548.  
Tract 2

A certain tract or parcel of land with buildings thereon situated in the Town of New Hampton, County of Belknap and State of New Hampshire, bounded and described as follows, to wit:

Being part of the farm formerly owned by Hattie M. Gove, situated on the East side of the highway leading from New Hampton Village to Ashland, known as Route 3-B; Beginning on said highway at land formerly of Frank Dalton and running Easterly on said Dalton line Five (5) rods to a stone bound:

Thence Westerly to the above-mentioned highway Five (5) rods;

Thence on said highway Eight (8) rods to the bound begun at, For further reference, the above described lot is also known as 11,084 square foot lot as shown on a plan entitled Proposed Sub-division of Edward E. Jr., and Maryrose Cote Property Belknap County, New Hampton, NH, dated August 3, 1987, revised through May 25, 1988, prepared by Peter Hodges Associates of Holderness, NH and recorded in the Belknap County Registry of Deeds as Plan L3-76

Meaning and intending to convey all and the same premises as conveyed by Deed of Richard L. Tivey, dated March 15, 2000, and recorded in the Belknap County Registry of Deeds, Book 1576, Page 0833.

See also the manufactured housing warranty deed from Bernard A. Tracy d/b/a Rai-Cor Housing, dated, February 2, 2001 and recorded at the Belknap County Registry of Deeds at Book 1631, Page 0173.

#### 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 YOU MIGHT HAVE BASED ON THE VALIDITY OF THE FORECLOSURE.

Said premises will be sold subject to all unpaid real estate taxes and other liens, which may be entitled to precedence over said mortgage.

Mortgagee reserves the right to amend or add to the terms of the sale at the time of the sale.

Terms of Sale: Ten Thousand Dollars (\$10,000.00) certified check, or funds satisfactory to mortgagee's attorneys to be delivered before the time a bid is offered. The successful bidder will execute a memorandum of auction. The balance of the purchase price shall be paid within forty-five (45) days of the auction in certified check or funds satisfactory to mortgagee's attorneys. Time is of the essence; failure to pay the balance will result in forfeiture of the entire deposit as liquidated damages.

Dated at Salem, New Hampshire, this

## Legal Notice

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

By virtue of a Power of Sale contained in a certain mortgage given by **Sarah R. Kean and Timothy M. Kean** ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated June 4, 2010 and recorded with the Merrimack County Registry of Deeds at Book 3196, Page 1908 (the "Mortgage"), which mortgage is held by MetLife Home Loans, a division of MetLife Bank, N.A., 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 14, 2012  
at  
1:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 346 NEW ORCHARD ROAD, EPSOM, Merrimack County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Merrimack County Registry of Deeds in Book 3196, Page 1906.

#### 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 Newton, Massachusetts, on April 12, 2012.

#### METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A.

By its Attorneys,  
Jonathan C. Ciappa, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
201202-1412 - ORE

(UL - April 20, 27; May 4)

pole attachment agreements and whether they have been met; the manner in which pole attachment rates are set; and the just, reasonable and appropriate rates for pole attachments. At the pre-hearing conference, in addition to any statements of positions, parties will be expected to provide relevant argument and authority regarding the jurisdiction of this Commission to hear and decide this matter in light of the dispute currently pending in federal court. 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 May 24, 2012 at 10:00 a.m., at which each party will provide a preliminary statement of its position with regard to the petition, as well as statements of the Commission's jurisdiction as described above, 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, Time Warner, PSNH, the Staff of the Commission and any intervenors hold a Technical Session to review the petition and allow Time Warner 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, Time Warner shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than May 5, 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 May 24, 2012; 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 PSNH and the Office of the Consumer Advocate on or before May 21, 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 objecting to a Petition to Intervene make said Objection on or before May 24, 2012.

By order of the Public Utilities Commission of New Hampshire this second day of May, 2012.

Debra A. Howland  
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 - May 4)

## Legal Notice

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

By virtue of a Power of Sale contained in a certain mortgage given by **Seuzan N. Rabert, and Arthur M. Rabert** ("the Mortgagor(s)") to Mortgage Electronic

## Exhibit C

## THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMI

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DT 12-084 TIME WARNER ENTERTAINMENT CO., LP D/B/A TIME WARNER CABLE Petition for Resolution of Dispute with Public Service Company of New Hampshire ORDER OF NOTICE On March 30, 2012, Time Warner Entertainment Company, LP d/b/a Time Warner Cable (Time Warner) filed a petition with the Commission to resolve a dispute with Public Service Company of New Hampshire (PSNH). The petition and subsequent docket filings, other than 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/2012/12-084.html>. According to Time Warner's petition, to provide various services to its approximately 63,000 end user customers in New Hampshire, Time Warner attaches its cables to utility poles owned by numerous entities including PSNH. Time Warner's petition states that in addition to television programming and Internet access, Time Warner has, since 2005, been providing voice communications services through a Voice over Internet Protocol product. The petition further notes that Time Warner and PSNH are parties to three pole attachment agreements that govern the rates, terms and conditions for the attachment of Time Warner's cables to poles owned, jointly or solely, by PSNH. Time Warner's petition alleges that pursuant to its pole attachment agreements with PSNH, PSNH is required to abide by certain procedures prior to and following any change in the rates charged for attachments. Time Warner's petition alleges that PSNH has not followed those procedures and has repeatedly raised the rates for Time Warner's attachments. In addition, Time Warner's petition alleges that the rates charged by PSNH are unlawfully high and are based on an outdated formula from the Federal Communications Commission. According to the petition, PSNH is improperly charging different rates depending upon PSNH's assessment that certain attachments, or portions of attachments, are for the provision of television and Internet services, and others are for the provision of communications service. Time Warner's petition alleges that PSNH is the only pole owner charging these inappropriate rates. Further, Time Warner's petition states that Time Warner has been paying for its attachments at the rate it contends is the proper one. Time Warner's petition states that in early 2012, PSNH sued Time Warner in Merrimack County Superior Court for failing to pay the amounts PSNH contends are due for Time Warner's attachments. According to Time Warner's petition, the amount alleged to be due now exceeds \$1,000,000. In March 2012, Time Warner petitioned to remove the case to the Federal District Court for the District of New Hampshire. Time Warner then filed a petition with the Commission to resolve the dispute contending that the Commission is the proper venue for this matter and stating that it intended to move to dismiss the matter from federal court. On April 16, 2012, PSNH responded to Time Warner's petition with a letter stating, in relevant part, that it did not object to Time Warner's petition to the extent it seeks to have the Commission determine the just and reasonable rates for pole attachments prospectively. PSNH, however, contends that the Merrimack County Superior Court is the proper venue for a determination on the parties' dispute over unpaid attachment fees and that the Commission does not have jurisdiction over the entirety of the parties' dispute. The filing raises, inter alia, issues related to the requirements of the parties' pole attachment agreements and whether they have been met; the manner in which pole attachment rates are set; and the just, reasonable and appropriate rates for pole attachments. At the pre-hearing conference, in addition to any statements of positions, parties will be expected to provide relevant argument and authority regarding the jurisdiction of this Commission to hear and decide this matter in light of the dispute currently pending in federal court. 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 May 24, 2012 at 10:00 a.m., at which each party will provide a preliminary statement of its position with regard to the petition, as well as statements of the Commission's jurisdiction as described above, 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, Time Warner, PSNH, the Staff of the Commission and any intervenors hold a Technical Session to review the petition and allow Time Warner 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, Time Warner shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than May 5, 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 May 24, 2012; 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 PSNH and the Office of the Consumer Advocate on or before May 21, 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, I(b); and it is FURTHER ORDERED, that any party objecting to a Petition to Intervene make said Objection on or before May 24, 2012. By order of the Public Utilities Commission of New Hampshire this second day of May, 2012. Debra A. Howland 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 - May 4) 05/02/12 - 2 - DT 12-084 {W3095330.1} {W3095330.1} 05/02/12 {W3095330.1}

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