

UNION LEADER CORPORATION

P O BOX 9513
MANCHESTER, NH 03108

0000152675
LAKES REGION WATER CO INC
[REDACTED]
PO BOX 389
MOULTONBOROUGH NH 03254

I hereby certify that the legal notice: (0001397880) DW 14-285
was published in the New Hampshire Union Leader
On:
01/22/2015.

State of New Hampshire
Hillsborough County

Subscribed and sworn to before me this

22nd day of January 2015

Terry M Clark
Notary Public



NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Sunshine Eyewear, LLC** (the "Mortgagor") to Bank of New Hampshire (fka Laconia Savings Bank) (the "Mortgagee"), dated February 27, 2009 recorded at the Sullivan County Registry of Deeds at Book 1719, Page 242, (the "Mortgage Deed") notice is hereby given that on Wednesday, February 11, 2015 at 11 A.M., the Mortgagee will auction at public auction a certain tract of land and the improvements thereon (the "Mortgaged Premises"). The sale shall be held on the Mortgaged Premises which has an address of 57 Main Street, Newport, New Hampshire 03773. Reference is made to the Mortgage Deed for a metes and bounds description of the Mortgaged Premises and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Mortgaged Premises, the same as if set forth in full herein.

The Mortgaged Premises are to be sold by virtue of the power of sale contained in said Mortgage Deed, for condition broken and for the purpose of foreclosing the rights of Mortgagor and all persons claiming by, through, or under it.

TERMS: The Mortgaged Premises will be sold subject to all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over said Mortgage Deed. Said Mortgaged Premises will be sold "as is". The Mortgagee and its agents make no representations or warranties with respect to the accuracy of any statement and to the boundaries, acreage, frontage or other matters contained in the aforesaid description of the Mortgaged Premises or in said Mortgage Deed.

In order to qualify to bid at the foreclosure sale, any interested person, other than the Mortgagee, must present to the Mortgagee or its agent, at the time of sale, a Ten Thousand Dollars (\$10,000.00) Initial Deposit in cash, or by a Certified Check, Cashier's Check, Treasurer's Check, Bank Draft, or other instrument deemed satisfactory by the Mortgagee, at its sole discretion ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must pay the balance of the bid price in full and Satisfactory Funds upon tender of Mortgagee's Foreclosure Deed, within forty-five (45) days after the sale, time being of the essence, said closing to take place at the offices of the Mortgagee's attorney. In the event that the successful bidder later refuses or is unable to close on the sale, time being of the essence, said bidder shall forfeit all interests in the Mortgaged Premises, as well as the deposit, and the Mortgagee, without waiving its rights to retain any deposit, may elect either to accept the backup bids from others who attended the auction and convey the property by Foreclosure Deed to the highest such bidder or re-foreclose on the Mortgaged Premises.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to: (i) 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, (iii) reject without cause, any and all of the bids for the Mortgaged Premises; and (iv) amend or change the Terms of Sale set forth herein and by announcement, written or oral, made before or during the foreclosure sale, with all such change(s) or amendment(s) to be binding upon all bidders.

STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DW 14-285

LAKES REGION WATER COMPANY, INC.

Petition for Authority to Issue Long Term Debt

Summary of Order Nisi No. 25,753 Approving Long Term Debt January 13, 2015

In Order Nisi No. 25,753, the Commission approved a petition by Lakes Region Water Company, Inc. (LRWC), seeking permission under RSA ch. 369 to incur a total of \$290,250 in long-term debt. The petition 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.state.nh.us/Regulatory/Docketbk/2014/14-285.html>.

LRWC's petition described five long-term loans (i.e., for periods in excess of 12 months). One, in the amount of \$129,775 from CoBank, will be used to finance improvements to LRWC's Indian Mound system in Ossipee, New Hampshire. The terms of the CoBank loan include an interest rate of 5.5% and a term of 15 years.

The other four loans covered by LRWC's petition financed the purchase of vehicles in 2013 and 2014 without Commission approval. The lenders on those loans are Ford Motor Credit Company and Southworth-Milton, Inc., and the total of all four vehicle loans is \$160,475.

On November 21 and December 23, 2014, Staff filed letters summarizing its findings and recommendations for Commission action. Staff's letters, when read together, recommended the following course of action: (1) approval of the five proposed loans; (2) acceptance of LRWC's admission of a violation of RSA 369; and (3) the establishment of an automatic penalty mechanism should LRWC violate RSA ch. 369 again in the future. In a letter dated January 2, 2015, LRWC concurred with Staff's recommendations.

The Commission found the terms of the financings as well as LRWC's use, or intended use, of the funds appropriate and reflective of prudent utility management in service to customers, and consistent with the public good. The Commission's approval of the petition was conditioned on the final terms not being substantially different from those proposed in LRWC's filing. If any terms vary significantly, LRWC will be required to seek additional Commission approval.

The Commission also approved the automatic penalty mechanism recommended by Staff and supported by LRWC to address the violations of RSA ch. 369. This penalty mechanism, as described further in the order nisi, shall be effective for a period of five years from the effective date of the order.

To ensure that all interested parties receive notice of this docket and have an opportunity to request a hearing, the Commission delayed the effectiveness of its approval until February 13, 2015. All persons interested in responding to the Commission's approval may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than February 2, 2015. Any party interested in responding to such comments and requests for hearing shall do so no later than February 9, 2015. Following consideration of any comments and requests for hearing received, the Commission may further extend the effective date of its approval. The Commission's approval shall become final and effective February 13, 2015, unless the Commission orders otherwise.

cel is located at 332 Daniel Webster Highway in the C-1 (Limited Commercial) and Aquifer Conservation Districts. Tax Map 4D-4, Lot 032. (UL - Jan. 22)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Olde Province Commons, LLC** (the "Mortgagor") to Bank of New Hampshire (fka Laconia Savings Bank) (the "Mortgagee"), dated December 28, 2006 recorded at the Belknap County Registry of Deeds at Book 2369, Page 235, (the "Mortgage Deed") notice is hereby given that on Wednesday, February 4, 2015 at 11:00 AM the Mortgagee will auction at public auction a certain tract of land and the improvements thereon (the "Mortgaged Premises"). The sale shall be held on the Mortgaged Premises which has an address of 71 NH Route 104, Town of Meredith, County of Merrimack, State of New Hampshire. Reference is made to the Mortgage Deed for a metes and bounds description of the Mortgaged Premises and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Mortgaged Premises, the same as if set forth in full herein.

The Mortgaged Premises are to be sold by virtue of the power of sale contained in said Mortgage Deed, for condition broken and for the purpose of foreclosing the rights of Mortgagor and all persons claiming by, through, or under it.

TERMS: The Mortgaged Premises will be sold subject to all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over said Mortgage Deed. Said Mortgaged Premises will be sold "as is". The Mortgagee and its agents make no representations or warranties with respect to the accuracy of any statement and to the boundaries, acreage, frontage or other matters contained in the aforesaid description of the Mortgaged Premises or in said Mortgage Deed. The Mortgage Deed being foreclosed upon is a first mortgage.

In order to qualify to bid at the foreclosure sale, any interested person, other than the Mortgagee, must present to the Mortgagee or its agent, at the time of sale, a Fifty Thousand Dollars (\$50,000.00) Initial Deposit in cash, or by a Certified Check, Cashier's Check, Treasurer's Check, Bank Draft, or other instrument deemed satisfactory by the Mortgagee, at its sole discretion ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction. The successful bidder shall be required to tender an additional deposit in Satisfactory Funds within three (3) 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 to tender such an additional deposit shall be a breach of the said bidder's obligation under the Memorandum of Sale, entitling the Mortgagee to all of its rights and remedies thereunder. The balance of the bid price must be paid in full by the successful bidder in Satisfactory Funds upon tender of Mortgagee's Foreclosure Deed, within forty-five (45) days after the auction, time being of the essence, said closing to take place at the offices of the Mortgagee's attorney. In the

ADVERTISEMENT FOR BIDS

Whip O' Will Hill
Village Cooperative, Inc.
Owner

Hemlock Terrace, Plymouth NH 03264
Address

Separate sealed BIDS for the construction of:

Community Water System
Improvements including:

Piping, valving, draining and cleaning the existing 10,000 gallon water tank (top of hill); installation of a new 10,000 gallon atmospheric buried water tank at the top of the hill including piping and valving; construction of a new 12"x14" pump house; installation of a water softening system, valving and metering; electrical panel and connections; site grading and access road; and water distribution line cleaning (ice pigging). Electrical Service work (re-metering) to be done by NH Electric Cooperative. Installation of a pad-mounted LP generator and pad-mounted fuel tank will be Add-Alternate 1. Paving the pump house access road with parking will be Add-Alternate 2.

Will be received by:

Whip O' Will Hill Village
Cooperative, Inc.

By mail to:

Dawn Manion, P.O. Box 715,
Plymouth, NH

By hand delivery to:

Pease Public Library, 1 Russell St.,
Plymouth, NH 03264 4:30-5:00PM

By hand delivery to:

Don Dumont, 33 Ridgewood Dr.,
Whip O' Will, Plymouth, NH
until 5:00 PM

until 5:00 PM. (Standard Time-
Daylight Savings Time) **Feb. 17, 2015**
and then publicly opened and read
aloud at 5:30 PM at the Pease Public
Library, 1 Russell Street, Plymouth, NH
03264.

1. Completion time for the project will be calculated as calendar days from an anticipated Notice to Proceed date of March 17, 2015 as follows:

113 calendar days for substantial completion.

144 calendar days for final completion.

Liquidated damages will be in the amount of \$ 500.00 for each calendar day of delay from the date established for substantial completion, and \$500.00 for each calendar day of delay from the date established for final completion.

2. Each General Bid shall be accompanied by a Bid Security in the amount of 5% of the Total Bid Price.

3. The successful Bidder must furnish 100% Performance and Payment Bonds, and will be required to execute the Contract Agreement within 10 days following notification of the acceptance of his Bid.

4. Any contract or contracts awarded under this Advertisement for Bids are expected to be funded in whole or in part by:

[] a loan from the NH State Water Pollution Control Revolving Loan Fund (CWSRF)

[X] a loan from the NH State Drinking Water Revolving Loan Fund (DWSRF)

[] a grant from the NH Department of Environmental Services (SAG)

[] a loan or grant from USDA Rural Development

[] a grant from the NH Office of Energy and Planning (CDBG)

Paragraphs 5, 6, 7 and 8 below apply to this project as it is funded in whole or in part by a loan under the CWSRF and/or DWSRF programs

5. The successful Bidder on this work is required to comply with the President's Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and amendments or supplements thereto, and as supplemented in Department of Labor Regulations (41

MLAR

Place you
or call 669-10

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31

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\$5995. Call 603-642-3654

Domestic Cars 37

'06 MUSTANG Convertible Premium, auto, leather, superb cond, 125K mi, \$8100. Call 603-661-9915.

2013 FORD Fusion SE, 15K mi, htd. leather seats, 1.6 eng-eq, fcd warr, priv. sale. \$17,997. 603-234-6214.

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