



780 No. Commercial Street Manchester, NH 03101

Public Service Company of New Hampshire P.O. Box 330 Manchester, NH 03105-0330 (603) 634-2961 Fax (603) 634-2438

The Northeast Utilities System

Gerald M. Eaton Senior Counsel

June 22, 2009

Debra Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
Eight Old Suncook Road, Building One
Concord, New Hampshire 03301-7319

Re: Order of Notice

Docket No. DE 08-114

Dear Secretary Howland:

As directed by the Commission's Order of Notice, Public Service Company of New Hampshire has caused to be published a legal notice relative to the above-captioned docket.

The legal notice appeared in <u>The Union Leader</u> on June 19, 2009.

Enclosed is the required affidavit of publication with a copy of the legal notice attached.

Very truly yours,

Gerald M. Eaton Senior Counsel

GME:mlp Enclosure

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: (2/19/09
(Signed) Alflus Hellet
UNION LEADER CORPORATION
State of New Hampshire,
State of New Hampshire, Hillsborough, SS. (Dated)
Subscribed and sworn to by the said
Notary Publishing OAMB/2014

Merrimack County Registry of Deeds at Book 2690, Page 275, assigned to FED-ERAL NATIONAL MORIGAGE ASSOCIA-TION by assignment(s) recorded or to be recorded in said Registry, said assignee, in execution of said power, for mort-gage conditions broken, will sell on the mortgaged premises (street address: 53 Branch Turnpike) in Concord, Merrimack County, New Hampshire, at
PUBLIC AUCTION

on July 10, 2009 at 2:00 p.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 FORE-CLOSURE SALE.

Terms of sale will be Five Thousand Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclo-sure deed within thirty (30) days thereaf-ter. 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

FEDERAL NATIONAL MORTGAGE ASSOCIATION 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 June 2, 2009

(UL - June 5, 12, 19)

## **Legal Notice**

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

By virtue of a Power of Sale contained in a certain mortgage given by Richard Metrano ("the Mortgagor(s)") to Wells Fargo Bank, N.A., dated October 18, 2007 and recorded with the Merrimack County Registry of Deeds at Book 3028, Page 1304 (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:

COUNTY IN WHICH THE MOKIOW PREMISES ARE SITUATED, WITH SER-VICE 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 June 4, 2009.

FEDERAL NATIONAL MORTGAGE ASSOCIATION By its Attorneys, HARMON LAW OFFICES, P.C. 150 California Street Newton, MA 02458 (603) 669-7963 200812-0942 - BLU

(UL-June 12, 19, 26)

### **Legal Notice**

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

By virtue of a Power of Sale contained in a certain mortgage given by Sze Yuen Cheng and Sze Yuen Cheng ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated August 5, 2005 and recorded with the Cheshire County Registry of Deeds at Book 2268, Page 784 (the 'Mortgage'), which mortgage is held by Mortgage Electronic Registration Systems, Inc., the present holder of said Mortgage, pursuant to and in execution of said newsco in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell Public Auction

on Monday, July 6, 2009 at 10:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 53-55 Union Street, Keene, Cheshire County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s') title see deed re-corded with the Cheshire County Registry of Deeds in Book 2268, Page 781.

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 June 4, 2009.

FEDERAL NATIONAL MORTGAGE ASSOCIATION By its Attorneys, HARMON LAW OFFICES, P.C. 150 California Street Newton, MA 02458 (603) 669-7963 200903-3344 - ORE

(UL - June 12, 19, 26)

### **Legal Notice**

#### THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DE 08-114 ORDER OF NOTICE

On May 20, 2009, Public Service Company of New Hampshire (PSNH) filed a petition, with supporting testimony and schedules, requesting a mid-term adjustment to its stranded cost recovery charge (SCRC) rate on a service-rendered basis effective August 1, 2009. The SCRC recovery mechanism was established pursuant to the Agreement to Settle PSNH's Restructuring in Docket No. DE 99-099 (Restructuring Agreement).

The Restructuring Agreement defined PSNH's stranded costs and categorized them into three different parts (Part 1, Part 2 and Part 3), all of which are recovered through the SCRC rate. Part 1 SCRC is calculated to recover the principal, net interest and fees associated with rate reduction bonds. Part 2 costs are "ongoing" stranded costs consisting primarily of the over-market value of energy purchased form independent power producers (IPPs) and the amortization of payments previously made for IPP buy-downs and buyouts approved by the Commission. Part 3 costs, which were primarily the amortization of non-securitized stranded costs, were fully recovered in June 2006.

The Commission approved the current average SCRC rate of 0.98 cents per kWh by Order No. 24,932 (December 9, 2008) entered in the instant docket. In the current filing, PSNH projects an increase in the average SCRC rate to 1.14 cents per kWh. PSNH states that the increase is due to an increase in the above-market portion of the IPP valuation caused by a decrease in current market prices as compared to estimates used by the Company in calculating the 2009 SCRC rate. PSNH

TIONAL MORIGAGE ASSOCIATION assignment(s) recorded or to be recorded in said Registry, said mortgagee, iri execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 63 Dorchester Way, #114) in Nashua, Hillsborough County, New Hampshire, at

PUBLIC AUCTION

on July 10, 2009 at 9:30 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 agencles 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

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 MORIGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORE-CLOSURE SALE.

Terms of sale will be Five Thousand Dollars (\$5,000.00) 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.
FEDERAL NATIONAL MORTGAGE

ASSOCIATION 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 June 3, 2009

(UL - June 5, 12, 19)

## **Legal Notice**

# MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by Anarita Droukas and Karen L. LaFlamme ("the Mortgagor(s)") to Washington Mutual Bank, F.A. dated April 22, 2005 and recorded with the Belknap County Registry of Deeds at Book 2163, Page 394 (the "Mortgage"), which mortgage is held by Wells Fargo Bank, NA, 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

**Public Auction** 

UPON SUCH BOND REQUIRE TO ENJO FORECLOSURE SA

The Property will unpaid real estate liens and encumb entitled to precede Notwithstanding a contained in this expressly disclaim as to the state of t involved as of the date of sale. The the sale is "AS IS V TERM

A deposit of Five Dollars in the form bank treasurer's satisfactory to Mo be required to be the time a bid is ful bidder(s) will a purchase and s ately after the clo balance of the p paid within thirty date in the form o treasurer's check tory to Mortgage gagee reserves th to reject any and sale and to ame by written or or before or during description of th said mortgage sh an error in this t Dated at Man on June 11, 200

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(UL – June 19, :

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MORTGA SALE OF By virtue of in a certain mo **Beland** and **Di** ors") to Mortga Systems, Inc., and recorded Registry of De 536 (the "Mor held by Mortg Systems, Inc., Mortgage, pur of said power a foreclosing the

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Said sale 1 gaged premis dress of 28 M 9, The Heigh Belknap Cou premises are in the Mortga

For morter ed with the Deeds in Boo

PURSUAN

Monday, July 6, 2009 at 2:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 7 Stoney Brook Road, Newbury, Merrimack County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s') title see deed re-corded with the Merrimack County Registry of Deeds in Book 2276, Page 1809.

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 SER-VICE 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 June 4, 2009.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California Street Newton, MA 02458 (603) 669-7963 200905-1059 - BLU

(UL - June 12, 19, 26)

### Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by Ron-ald E. Hebert and Jodie Hebert ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated July 15, 2005 and recorded with the Cheshire County Registry of Deeds at Book 2262, Page 927 (the "Mortgage"), which mort-gage 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** 

Monday, July 6, 2009 .at 1:00 p.m. Said sale being located on the mort-

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETI-TION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SER-VICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

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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 June 4, 2009.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. By its Attorneys, HARMON LAW OFFICES, P.C 150 California Street (603) 669-7963 200905-1651 – ORE (UL – June 12, 19, 26) Newton, MA 02458

## **Legal Notice**

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by Robert A Firth ("the Mortgagor(s)") to Mortgage Electronic Registration Systems, Inc., dated November 6, 2007 and recorded with the Merrimack County Registry of beeds at Book 3034, Page 79 (the Mort-gage"), 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, July 6, 2009 at 12:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 125 Cunningham Pond Road, Warner, 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 2262, Page 1337.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETI-TION THE SUPERIOR COURT FOR THE

rate calculation based on the most recent forecast and actual experience through May 2009 before the hearing.

In its filing, PSNH requested that the Commission approve an August 1, 2009 effective date for the mid-year adjustment of the SCRC rate, instead of the customary date of July 1st to coincide with PSNH's request for temporary rates effective August 1st in PSNH's distribution rate case (DE 09-035), PSNH added that it will also request changes to its energy service rate and transmission cost adjustment mechanism effective August 1st to avoid frequent rate changes and cus-tomer confusion, and to provide for rate stability. For administrative efficiency, the Commission will hold hearings on each of these three proceedings on the same day; however, each proceeding will be separately noticed.

The filing raises, inter alia, issues related to whether PSNH's calculations and estimates of costs and revenues are rea-sonable and whether the resulting rates are just and reasonable as required by RSA 378:5 and 8. Each party has the right to have an attorney represent them at their own expense.

Based upon the foregoing, it is here-

ORDERED, that a Hearing pursuant to N.H. Admin. Rules Puc 203.12, be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on July 2, 2009 at 9:00 a.m.; and

FURTHER ORDERED, that the sequence of hearings on that date shall be as follows: DE 08-114 (stranded cost recovery charge); DE 08-113 (energy service rate); and the to-be-filed transmission cost adjustment mechanism; and it is

FURTHER ORDERED, that pursuant to N.H. Admin. Rules Puc 203.12, PSNH shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than June 19, 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 before July 2, 2009; and it is

FURTHER ORDERED, that pursuant to N.H. Admin. Rules Puc 203.17, any party seeking to intervene in the pro-ceeding 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 June 29, 2009, 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,I(b); and it is

FURTHER ORDERED, that any party objecting to a Petition to Intervene make said Objection on or before July 2, 2009.

By order of the Public Utilities Commission of New Hampshire this fifteenth day of June, 2009.

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 – June 19)

**Going Online?** See more public notices at www.unionleader.com

at 10:00 a.m.

Said sale being located on the mortgaged premises and having a present ad-dress of 321 Pickerel Pond Road, Laconia, Belknap County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s') title see deed re-corded with the Belknap County Registry of Deeds in Book 2163, Page 392.

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 MORIGAGED PREMISES ARE SITUATED, WITH SER-VICE 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

Advented of First Thousand (\$5,000,000)

A deposit of Five Thousand (\$5,000.00 Dollars in the form of a certified check o 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 success ful bidder(s) will be required to execut a purchase and sale agreement immedi ately after the close of the bidding. The balance of the purchase price shall b paid within thirty (30) days from the sal date in the form of a certified check, ban date in the form of a certified click, bar treasurer's check or other check satisfac tory to Mortgagee's attorney. The Mort gagee reserves the right to bid at the sale to reject any and all bids, to continue th sale and to amend the terms of the sal by written or oral announcement mad before or during the foreclosure sale. Th description of the premises contained is said mortgage shall control in the ever of an error in this publication.

Dated at Manchester, New Hampshir

on June 11, 2009.

WELLS FARGO BANK, N By its Attorney
HARMON LAW OFFICES, P. 150 California Stre Newton, MA 024! (603) 669-79 200904-0487 - YI

(UL - June 19, 26; July 3)

### Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contain in a certain mortgage given by Kar M. Crowell and Bruce Crowell (\*) Mortgagor(s)") to Nationstar Mortga LLC, dated November 8, 2006 and corded with the Cheshire County Reg try of Deeds at Book 2397, Page 370 ( "Mortgage"), which mortgage is held Nationstar Mortgage, LLC, the pres holder of said Mortgage, pursuant to in execution of said power and for bres of conditions of said Mortgage and for purposes of foreclosing the same will

**Public Auction** on Monday, July 13, 2009 at

1:00 p.m. Said sale being located on the m gaged premises and having a present