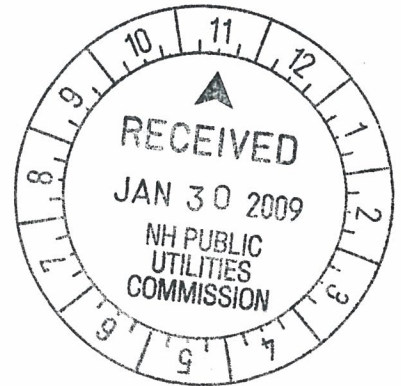


January 30, 2009



Debra Howland, Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

Re: DT 08-146 segTEL Request for Arbitration Regarding Failure to Provide Access
to Utility Poles by Public Service Company of New Hampshire

Dear Ms. Howland:

This letter is to certify that segTEL caused to have published the Order of Notice for the
aforementioned docket.

In support of this certification, attached is a tear sheet from the New Hampshire Union
Leader dated January 22, 2009. The New Hampshire Union Leader is a publication of
statewide distribution.

Electronic service has been made to the parties.

Sincerely,

A handwritten signature in cursive script that reads "Kath Mullholand".

Kath Mullholand
Director of Operations

NHPUC JAN30'09 AM11:02

sequent date of sale as the mortgagee may deem necessary or desirable (ii) bid upon the purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

MidFirst Bank
present holder of said mortgage,
by its Attorneys,
Susan W. Cody
Korde & Associates, P.C.
321 Billerica Road, Suite 210
Chelmsford, MA 01824-4100
(978) 256-1500

(08-050900/Midland Mortgage/Accardi)
(01/22/09, 01/29/09, 02/05/09)(139758)
(UL - Jan. 22, 29; Feb. 5)

Legal Notice

THE STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DT 08-146 ORDER OF NOTICE

On November 14, 2008, segTEL, Inc. (segTEL), a registered competitive local exchange carrier (CLEC) in the state of New Hampshire, filed with the Public Utilities Commission (Commission) a petition for arbitration or, alternatively, adjudication regarding a denial by Public Service of New Hampshire (PSNH) of access to electric "transubtion" poles for the attachment of telecommunications cables. According to segTEL, "transubtion" refers to utility poles carrying low-voltage electric facilities that can accommodate both distribution and intrastate transmission needs. SegTEL seeks to attach telecommunications cables or wires to approximately 100 such poles owned by PSNH. The poles in question are located on private property pursuant to private easement rights obtained by PSNH. SegTEL bases its petition on section 224 of the Telecommunications Act of 1996 and corresponding federal regulations, as well as New Hampshire RSA 374:34-A and New Hampshire Code of Administrative Rules PART Puc 1300 concerning access to utility poles.

On November 24, 2008, PSNH filed an objection to segTEL's petition and a motion to dismiss. On December 16, 2008, segTEL objected to PSNH's motion to dismiss. On December 23, 2008, PSNH filed a motion to strike segTEL's objection.

The filings raise, inter alia, issues related to whether PSNH is required to provide access to the poles in question under federal and/or state law; whether PSNH's response to segTEL's request for access to poles was reasonable; whether and to what extent segTEL bears responsibility for obtaining the private easement rights at issue pursuant to its pole agreement with PSNH; and whether arbitration or some other informal means of resolving disputes is appropriate. Each party has the right to have an attorney represent them at their own expense.

Based upon the foregoing, it is hereby ORDERED, that a Prehearing Conference, pursuant to N.H. Admin. Rules Puc 203.15, be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on February 3, 2009 at 10:00 a.m., at which each party will provide a preliminary statement of its position with regard to the petition and any of the issues set forth in N.H. Admin. Rule Puc 203.15 shall be considered; and it is

FURTHER ORDERED, that, immediately following the Prehearing Conference, segTEL, PSNH, the Staff of the Commission and any Intervenor hold a Technical Session to review the petition and allow segTEL 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, segTEL shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than January 22, 2009, in a newspaper with general

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 services upon the mortgagee, and upon such bond as the court may require to enjoin the scheduled foreclosure sale.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens, or encumbrances is made in the deed. **TERMS OF SALE:** A deposit of TEN THOUSAND (\$10,000.00) DOLLARS by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at ABLITT LAW OFFICES, P.C., 304 Cambridge Road, Woburn, MA 01801, other terms and conditions will be provided at the place of sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.**

Present holder of said mortgage, By its Attorneys, Sean M. Fitzgerald, Esq. ABLITT LAW OFFICES, P.C., 304 Cambridge Road, Woburn, Massachusetts 01801, Telephone: (781) 246-8995, Fax: (781) 246-8994, Dated: 01/15/2009 (122.4350/Rapaglia) (01/22/09, 01/29/09, 02/05/09)(139884) (UL - Jan. 22, 29; Feb. 5)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **Donna E. Raymond** ("the Mortgagor(s)") to Mortgage Partners Inc., dated April 22, 2005 and recorded with the Hillsborough County Registry of Deeds at Book 7449, Page 2297 (the "Mortgage"), which mortgage is held by JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, f/k/a Washington Mutual Bank, FA (the "Savings Bank") from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d), 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
Friday, February 13, 2009
at
10:00 a.m.

Said sale being located on the mortgaged premises and having a present address of 11 Gleneagle Drive, Unit 65, The Village at Kessler Farm Condominium, Nashua, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor(s)'s title see deed recorded with the Hillsborough County Registry of Deeds in Book 6406, Page 810.

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

UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Terms of sale will be Ten Thousand Dollars (\$10,000.00) cash or 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 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 HOME LOAN MORTGAGE
CORPORATION
By Its Attorneys

HAUGHEY, PHILPOT & LAURENT, P.A.
By: Thomas M. Haughey, Esquire
Haughey, Philpot & Laurent, P.A.
816 North Main Street
Laconia, NH 03244
(603) 524-4101
January 13, 2009

(UL - Jan. 15, 22, 29)

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **DERICK C. JERRIER** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for AMERICAN HOME MORTGAGE CORP., its successors and assigns, as lender, dated October 21, 2005, recorded in the Rockingham County Registry of Deeds a Book 4570, Page 1236, said mortgagee, in execution of said power, for mortgage conditions broken, will sell on the mortgage premises (street address: 36 North Main Street) in Salem, Rockingham County, New Hampshire, at

PUBLIC AUCTION

on February 11, 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 agencies claiming by from, or under them.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

Terms of sale will be Ten Thousand Dollars (\$10,000.00) cash or 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 foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
as Nominee

By Its Attorneys
HAUGHEY, PHILPOT & LAURENT, P.A.
By: Thomas M. Haughey, Esquire
Haughey, Philpot & Laurent, P.A.
816 North Main Street
Laconia, NH 03244
(603) 524-4101
January 12, 2009

(UL - Jan. 15, 22, 29)