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ATTORNEYS AT LAW

October 10, 2012

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**VIA UPS AND ELECTRONIC
MAIL**

Debra A. Howland, Executive Director & Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301



Re: DT 12-263 Joint Petition of Dixville Telephone Company and Balsams View,
LLC For Approval of Transfer of Control

Dear Ms. Howland:

Enclosed for inclusion in the record in the above-docketed proceeding is an Affidavit of Publication for the Order of Notice, which was published in the New Hampshire Union Leader on October 8, 2012.

A compact disk containing the Affidavit of Publication is also enclosed.

Very truly yours,

Harry N. Malone

HNM:aec

cc: Bradford E. Cook, Esq. (Counsel to Balsams View, LLC)
Electronic Service List

Enclosure

UNION LEADER CORPORATION

**P O BOX 9513
MANCHESTER, NH 03108**

**0000047966
DEVINE MILLIMET & BRANCH PA
ATTN: ANN WILLETT
111 AMHERST ST
MANCHESTER NH 03101**

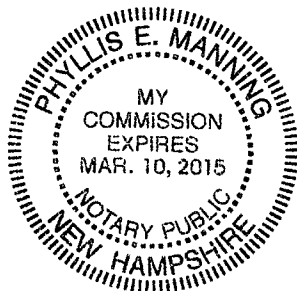
I hereby certify that the legal notice: (0000257610) DT 12-263
was published in the New Hampshire Union Leader
printed at Manchester, NH by the Union Leader Corp.
On:
10/08/2012.

**State of New Hampshire
Hillsborough County**

Subscribed and sworn to before me this

8 day of October 2012

Phyllis E Manning
Notary Public



Yngue DeVine
19/8/12

Legal Notice

**THE STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
DT 12-263
DIXVILLE TELEPHONE COMPANY
Joint Petition with Balsams View, LLC for
Transfer of Utility Assets
ORDER OF NOTICE**

On August 24, 2012, Dixville Telephone Company (Dixville), a division of Tillotson Corporation (Tillotson); and Balsams View, LLC (Balsams), jointly filed a petition, pursuant to RSA 374:30, II, 362:8, and 374:22-p, for the approval of the New Hampshire Public Utilities Commission (Commission) for the transfer of control of Dixville from Tillotson to Balsams. This transfer of control would be made pursuant to a Purchase and Sale Agreement (Agreement) entered into by Tillotson and Balsams on November 23, 2011, by which Tillotson would transfer to Balsams, among other things, all of the rights and franchises of Dixville, and those assets associated with providing customers in the Dixville service area with local exchange and switched access telephone service. The petition also stated that Balsams may designate one or more affiliate entities to hold title to the assets being transferred by Tillotson. Following the completion of the transaction, Balsams will control Dixville as well as the business of providing local exchange and switched access telephone service to customers within the Dixville service territory. The petition and subsequent docket filings, other than any 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/2012/12-263.html>.

The petition states that, in accordance with the requirements of RSA 374:30, II, Balsams is technically, managerially, and financially capable of maintaining Dixville's operations as a local exchange carrier, and that Dixville will continue to operate in accordance with the existing management services agreements and arrangements for Dixville's operations and billing. The petition also asserts that: Dixville's tariffs and customer contracts will not be altered or amended by the transfer; Dixville's assets, including rate base, will not be altered by the transfer; the Dixville billing system will not be altered by the transfer; and there will be no change in Dixville's customer support services resulting from the transfer.

The filing raises, *inter alia*, issues related to RSA 374:30, II, 362:8, and 374:22-p and whether the proposed transfer of control of Dixville to Balsams will have an adverse effect on the service and operations of Dixville, including the provision of basic service and the provision of wholesale services, whether Balsams has the technical, managerial, and financial capability of maintaining Dixville's obligations as a local exchange carrier, and whether Balsams otherwise qualifies as an appropriate transferee under RSA 374:30, II. Each party has the right to have an attorney represent the party at the party's own expense.

In order to proceed expeditiously, the following schedule is proposed for the remainder of the docket. Parties will be permitted to discuss the schedule at the technical session and make recommended revisions to accommodate schedules. In the event parties determine testimony is needed, the schedule may be adjusted after the technical session proposed for November 16, 2012.

Legal Notice

NOTICE OF MORTGAGEE'S SALE

By virtue of and pursuant to a power of sale contained in a certain Mortgage Deed dated **SEPTEMBER 25, 1992**, given by **RODNEY G. SMITH**, to the United States of America, acting through the Rural Housing Service, United States Department of Agriculture, whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, 4300 Goodfellow Blvd., Bldg. 105, St. Louis, Missouri 63120, having been recorded in the Registry of Deeds, County of **COOS**, and State of New Hampshire, in **BOOK 800, PAGE 114**, Rural Housing Service for New Hampshire, United States Department of Agriculture, will sell at

PUBLIC AUCTION

on the premises located at **241 US ROUTE 3, STEWARTSTOWN**, New Hampshire on **THURSDAY, NOVEMBER 1, 2012 AT 1:30 P.M.**, the following described real estate:

"A certain tract or parcel of land, with any buildings thereon, situate on the westerly side of U.S. Route 3, in the Town of Stewartstown, County of Coos and State of New Hampshire, and being more particularly bounded and described as follows:

Commencing at a point on the westerly side of U.S. Route #3 at land now or formerly of Douglas Brooks at the northeasterly corner of land now or formerly of Robert Eastman; being the northeasterly corner of the within conveyed premises; Thence westerly one hundred thirty-five (135) feet, more or less, along line of said Brooks, to the easterly side of the railroad right of way; Thence turning and running southerly, along the railroad right of way, two hundred thirty (230) feet, more or less, to a point; Thence turning and running easterly, along other land now or formerly of Robert Eastman, one hundred fifty-three (153) feet, more or less, to a point on the westerly side of said U.S. Route #3; Thence turning and running northerly, along the highway right of way two hundred (200) feet, more or less, to the point of beginning.

TOGETHER with the right to take water sufficient for household use from that certain spring on other land now or formerly of Robert Eastman, the same having been conveyed to Robert Eastman by Warranty Deed of Lawrence B. Jolls and Edith M. Jolls dated November 6, 1987, and recorded in the Coos County Registry of Deeds at Volume 718, Page 733, together with the right to enter upon premises now or formerly of Robert Eastman for the purpose of installing, maintaining, and repairing an aqueduct or pipeline thereto.

New Hampshire Water Supply & Pollution Control Commission Approval No. 166891.

Subdivision Regulations not adopted by the Town of Stewartstown until November 23, 1988."

Meaning and intending to describe and convey all and the same premises as conveyed by Robert Eastman to Tammy Cross via Warranty Deed dated November 9, 1988, and recorded in Volume 739, Page 8, and re-recorded on June 1, 1989, in Volume 748, Page 735, at Coos County Registry of Deeds. Reference is made to Quitclaim Deed of Robert Eastman to Tammy Cross, dated May 18, 1989, and recorded in Volume 748, Page 528, at Coos County Registry of Deeds.

The sale is made under the power and authority contained in said Mortgage and is for condition broken, namely failure to

email gfp@comcast.net.

Contractor will be required to pay not less than the minimum salaries and wages set forth in the Contract Documents and must insure that employees and applicants for employment are not discriminated against because of race, gender, religion, ethnicity, age, marital or familial status, or physical or mental disability. The successful bidder will be expected to conform to the DHA low income hiring practices as required by Section 3 of the Equal Opportunity Employment Act and explained in the bid package.

A certified check or bank draft payable to the Dover Housing Authority or a satisfactory bid bond executed by the bidder in an amount equal to 5% of the bid shall be submitted with each bid.

There will be a Mandatory pre bid meeting at the site at 1:30 p.m. on Friday, October 12, 2012. Contractors intending to bid are requested to be at the meeting and to have their specifications with them. The meeting will start at the DHA Maintenance Facility, 51 Hampshire Circle.

DOVER HOUSING AUTHORITY

By: Jack Buckley
Executive Director

(UL - Oct. 4, 8, 12)

Legal Notice

NOTICE OF MORTGAGE

GEE'S SALE OF REAL PROPERTY

By virtue of power of sale contained in the Mortgage Deed given by **Michael J. Barth** and **Jennifer T. Libby-Barth a/k/a Jennifer Libby** (the "Mortgagor") to Citizens Bank New Hampshire, dated April 21, 2004, and recorded with the Rockingham County Registry of Deeds at Book 4297, Page 730 (the "Mortgage"), for breach of conditions contained in the Mortgage and for the purposes of foreclosing the same, RBS Citizens, N.A., successor by merger to Citizens Bank New Hampshire ("Mortgagee") current holder of the Mortgage, with a mailing address of 10561 Telegraph Road, Glen Allen, VA 23059, will sell at public auction the premises described in said Mortgage as follows:

I. Description of Mortgaged Premises:

Property Address: 18 Dolliver Lane, Kingston, Rockingham County, New Hampshire.

The land with the buildings thereon located at 18 Dolliver Lane, Kingston, Rockingham County, New Hampshire, and being shown as Lot No 14 on a plan entitled "Dolliver Subdivision", which said plan is recorded in Rockingham County Registry of Deeds Plat 86, Page 2, which plan is referenced for a more complete description of the premises and further bounded and described in deed referenced below.

Meaning and intending to convey the same premises subject to and together with rights of way, easements, restrictions, declarations described in deed from Jon S. Ratta a/k/a J. Scott Ratta to Michael Barth and Jennifer Libby, dated April 2, 2002, recorded in Rockingham County Registry in Book 3751, Page 643.

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

II. Date, Time, and Place of Sale:

The sale shall take place on November 15, 2012 at 9:00 a.m. at the premises.

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

The mortgaged premises are located at 18 Dolliver Lane, Kingston, Rockingham County, New Hampshire.

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Data Requests Served on Dixville, Tiltonson, and Balsams: October 26, 2012
Responses to Data Requests: November 9, 2012

Technical Session regarding potential issues and whether testimony is necessary or appropriate: November 16, 2012, at 10:00 a.m.

Hearing on the Merits: December 20, 2012, at 10:00 a.m.

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 October 16, 2012 at 2:00 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. Code Admin. Rules Puc 203.15; and it is

FURTHER ORDERED, that, immediately following the Prehearing Conference, Dixville, Balsams, the Staff of the Commission and any intervenors hold a Technical Session to review the petition and allow Dixville 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, Dixville shall notify all persons desiring to be heard at this hearing by publishing a copy of this Order of Notice no later than October 10, 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 October 16, 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 Dixville on or before October 12, 2012, such Petition stating the facts demonstrating how its rights, duties, privileges, immunities or other substantial interests 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 October 16, 2012; and it is

FURTHER ORDERED, that, as specified in the above procedural schedule, a hearing on this petition be held before the Commission located at 21 S. Fruit St., Suite 10, Concord, New Hampshire on December 20, 2012, at 10:00 a.m.

By order of the Public Utilities Commission of New Hampshire this third day of October, 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 - Oct. 8)

Public Notices... your right to know!

Read them in
New Hampshire Union Leader
and
New Hampshire Sunday News
and online at

The sale is made under the power and authority contained in said Mortgage and is for condition broken, namely failure to make payments of principal and interest when due and for foreclosure of all rights of redemption of said mortgagors and all persons claiming under them.

Said premises will be sold "as is" in all respects, and subject to any condition which a title search would reveal; all unpaid real estate taxes and liens, whether or not of record; any facts which an inspection or survey of the premises might show; all mortgages, tax or other liens, attachments and all other encumbrances and rights, title and interest of third persons of any and every nature whatsoever which are, or may be entitled to precedence over the mortgage deed; and subject to any existing tenants, tenancies or persons in possession.

YOUR 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.

TERMS OF SALE AND DEPOSIT:

Purchaser shall provide a **TWO THOUSAND FIVE HUNDRED DOLLAR (\$2,500.00)** deposit in cash, certified check or bank check at time and place of sale, and for which the individual conducting the sale will issue a receipt. Balance due at closing, at the office of buyer's closing agent, within forty five (45) days of the date of sale, upon tender of the Mortgagee's Foreclosure Deed. Subject to all Terms of Sale, The balance of the purchase price shall be paid in full by certified bank check. Payment is to be made in the form of a certified bank check, said certified check should be drawn to the order of the PAUL MCINNIS, INC. ESCROW ACCOUNT. Subject to errors, omissions, taxes, and prior liens. TIME IS OF THE ESSENCE. The purchaser shall execute a memorandum of sale with the seller immediately after the sale occurs. If the purchaser fails to complete the purchase of the mortgaged premises within forty five (45) days of closing and on the terms outlined herein, said purchaser shall be in default, and the mortgagee may, at its option, retain the deposit, as liquidated damages.

By virtue of and pursuant to delegated authority appearing in 7 C.F.R. 1800.22(i), the United States of America, acting by and through the Branch Director of the Rural Housing Service, United States Department of Agriculture, has caused this Notice of Mortgagee's Sale to be executed on this 2nd day of October 2012.

UNITED STATES OF AMERICA, acting by and Through the Branch Director of the Rural Housing Service, United States Department of Agriculture,

By its attorneys:
William M. Albrecht, Esquire
Albrecht & Weegar, PLLC
P.O. Box 2139
Conway, NH 03818
603-447-8399
NH Bar#: 299

(UL - Oct. 8, 15, 22)

Legal Notice

INVITATION TO BID

Sealed bids will be received from Carpentry Contractors for renovations/repairs to the entrance door trim, threshold, floors and nearby sill and wall sheathing for selected units at Mineral Park, Dover, New Hampshire until 9:00 a.m. on Friday October 26, 2012 at the office of the Dover Housing Authority, 62 Whittier Street, Dover, New Hampshire 03820. A public Bid Opening will be held at the Annex 4 Tolend Road at 9:15, October 26, 2012 at which time the bids will be publically opened and read aloud.

Contract documents are available from the Dover Housing Authority,

The mortgaged premises are located at 18 Dolliver Lane, Kingston, Rockingham County, New Hampshire.

IV. Terms of Sale:

A Deposit of Five Thousand Dollars (\$5,000.00) in the form of 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 1st day of October, 2012. RBS
CITIZENS, N.A.

Present holder of said mortgage
By its attorney, DAVID C. GREEN, P.C.
127 Main Street,
Suite 7, PO Box 1068
Nashua, NH 03061-1068
(603)882-4963

By David C. Green, Esquire
(UL - Oct. 8, 15, 22)

Legal Notice

NOTICE OF FORECLOSURE

By virtue of the power of sale contained in a certain mortgage (the "Mortgage") given by S&N Northwood Realty Associates, LLC (the "Mortgagor") to TD Banknorth, N.A., dated August 3, 2007, and recorded at the Strafford County Registry of Deeds at Book 3560, Page 182, in execution of said power of sale and for breach of the conditions of the Mortgage, for purposes of foreclosing the same, TD Bank, N.A., fka TD Banknorth, N.A., (the "Mortgagee") will sell at

PUBLIC AUCTION