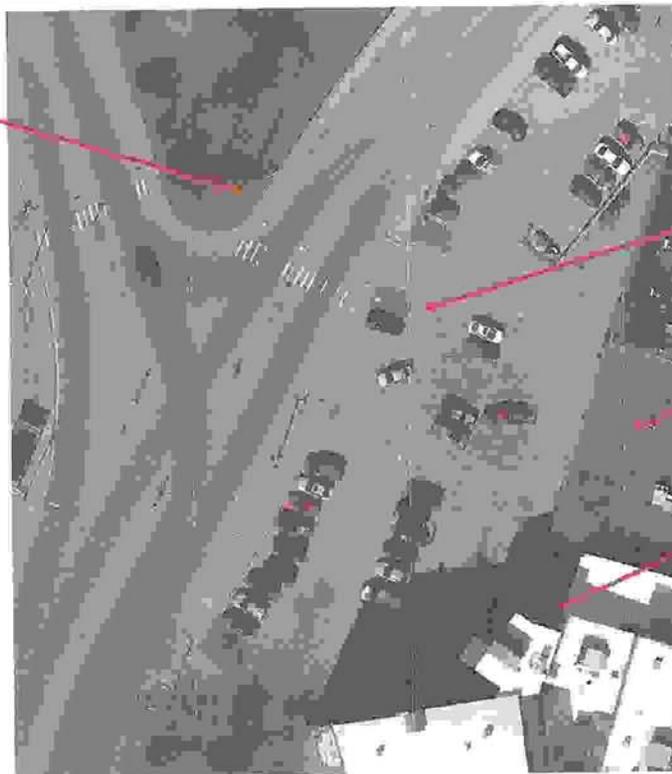


OVERHEAD VIEW OF AREA AT ISSUE

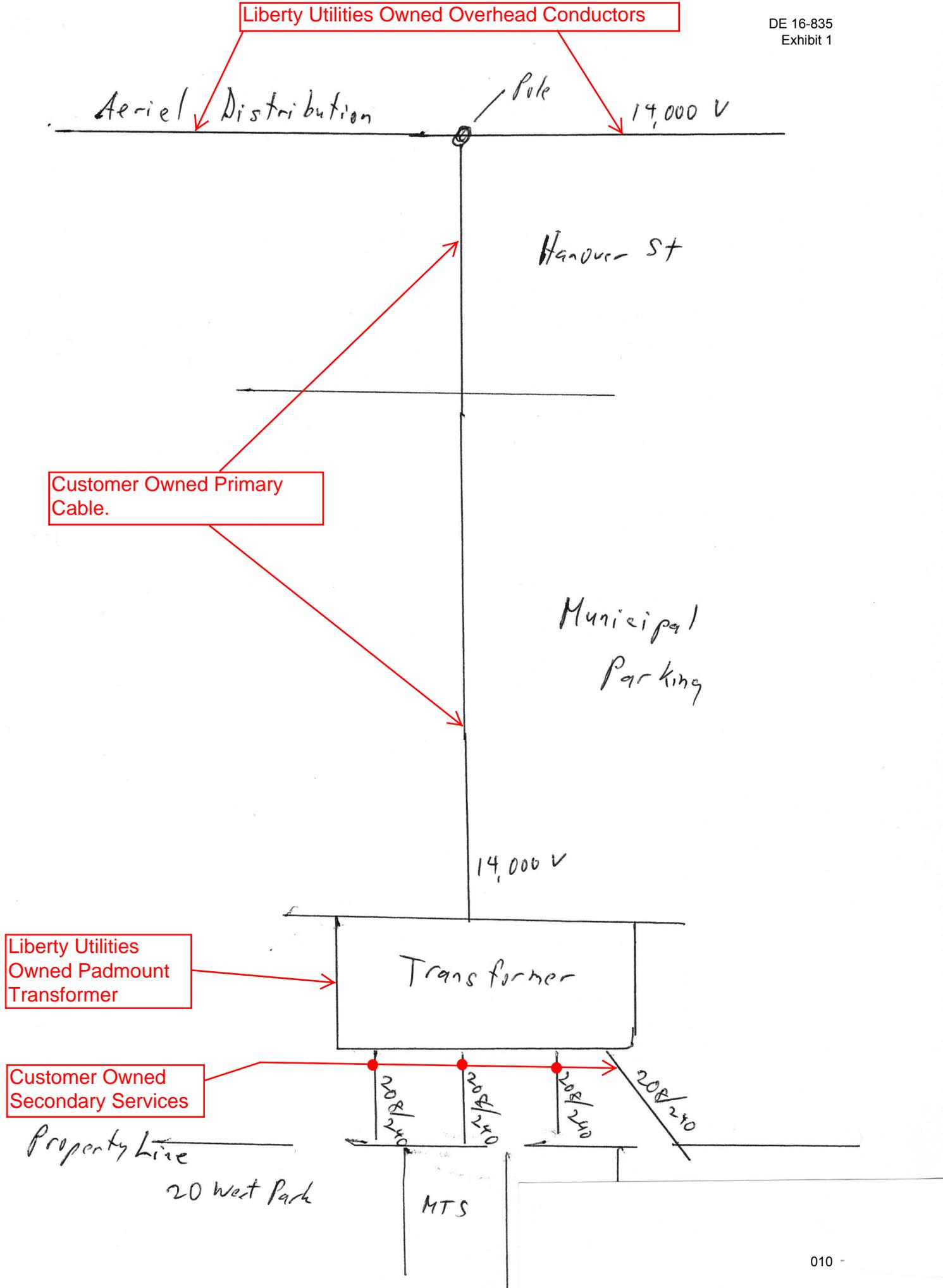
POLE FEEDING
UNDERGROUND
LINE



EXCAVATION
AREA

MALL

TRANSFORMER



4/30/2015

Online GIS Viewer

THIS PAGE IS SAFE VAULT IS ACCESSIBLE IS INFO BAR
IGNORING OPEN CLOSED VAULT HIDDEN

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WELCOME TO THE CITY OF LEBANON

Online GIS Viewer

Property | Interactive Mapping | Abutters | Conservation & Public Lands | Air Photo & Historic Maps | Property Record Card | New Search

Property ID	91-232
Location	20 WEST PARK ST
Owner	20 WEST PARK, LLC
Lot Size (acres)	0.33
Book	0
Page	0
Sale Date	3/13/2003
Sale Price	\$0.00

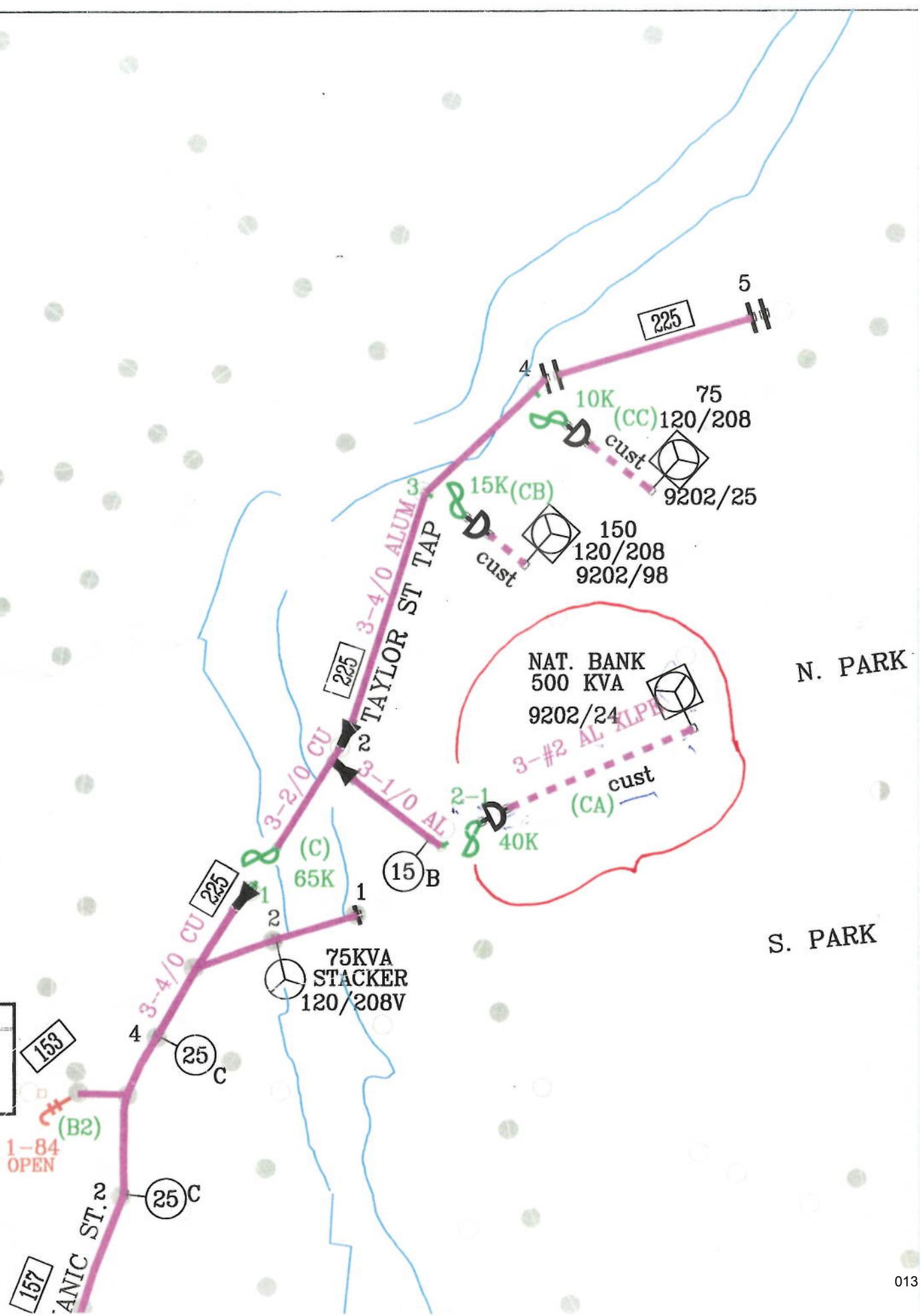
Scale 1" = 120'

© City of Lebanon, NH 51 North Park Street, Lebanon, NH 03768 (603) 446-4220
Site designed by AppGeo

Property Viewer Theme 1

Damaged Line

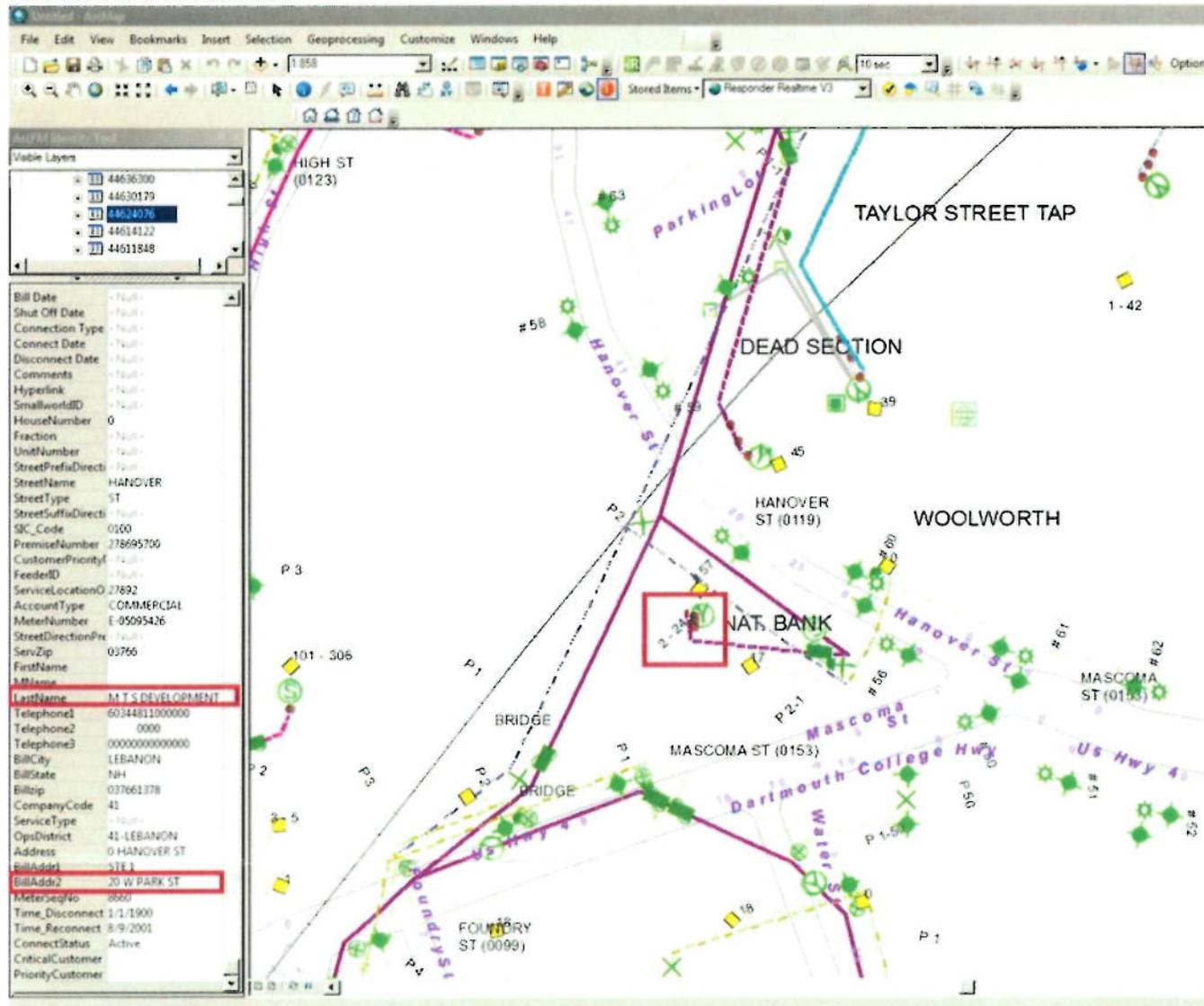
- A = "The Mall" formerly Hanover St before reloc
- B = f/o Commerce
- C = N/F Sargent
- D = Pulsifer/Whipple
- E = f/o National Bank of Lebanon
- F = f/part of MASCOMA Street before relocat
of HANOVER ST
- G = Parcel C-8 Plan Pocket 3
Parking lot Folder 4
Plan 13



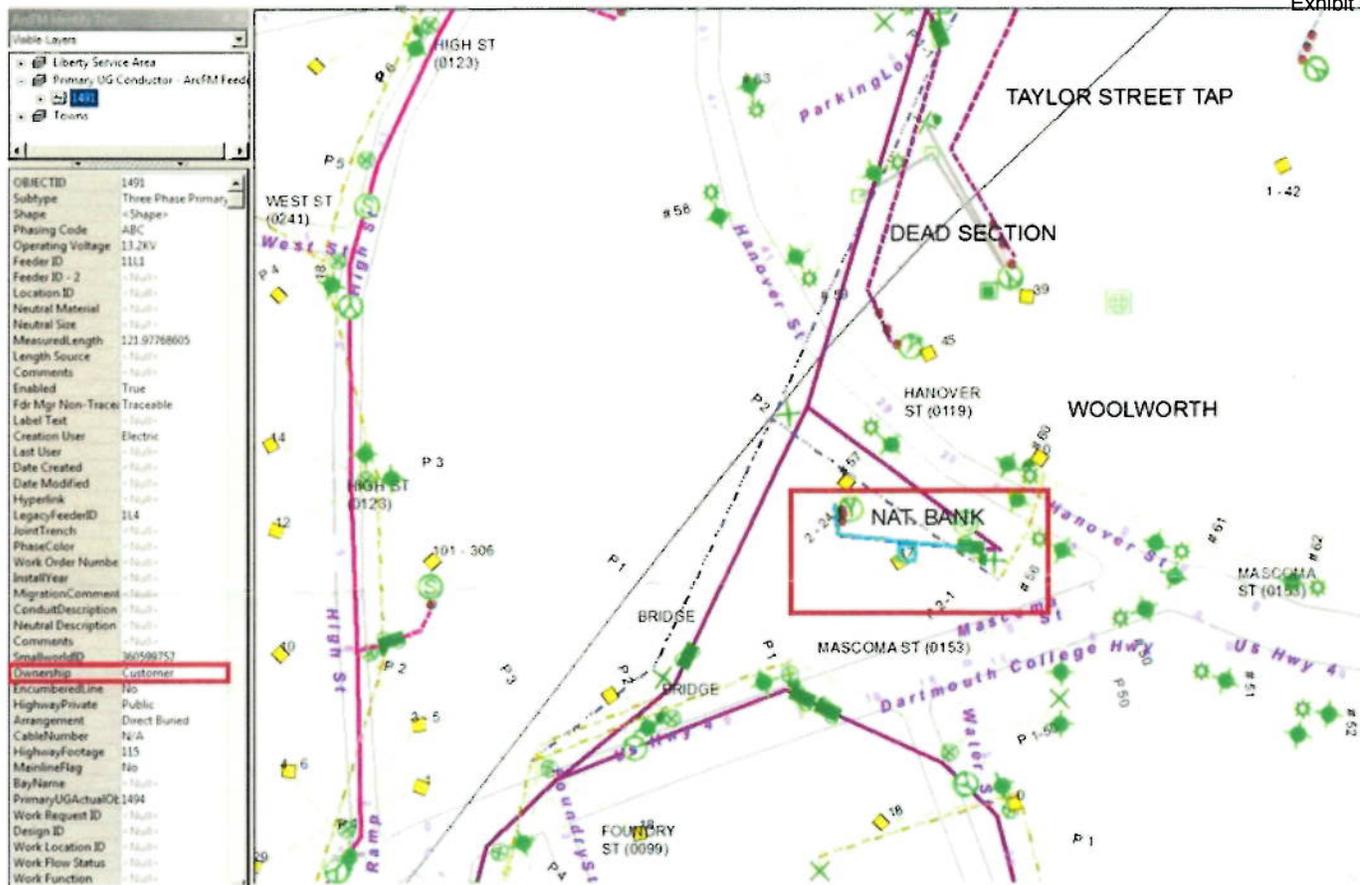
Travis Singer

From: Joel Rivera
Sent: Friday, February 27, 2015 3:16 PM
To: Travis Singer
Cc: Emily Backels
Subject: RE:

This service is located here:



Records indicate that this ug cable is customer owned:

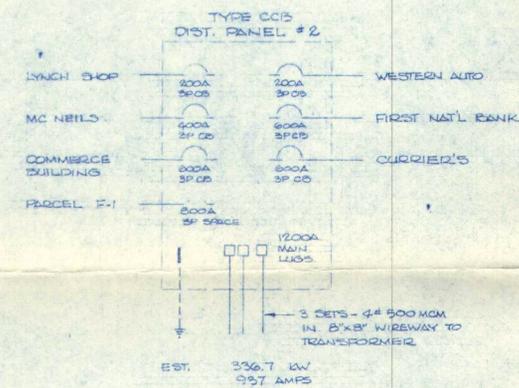
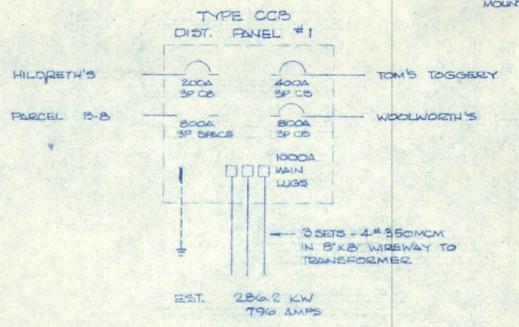
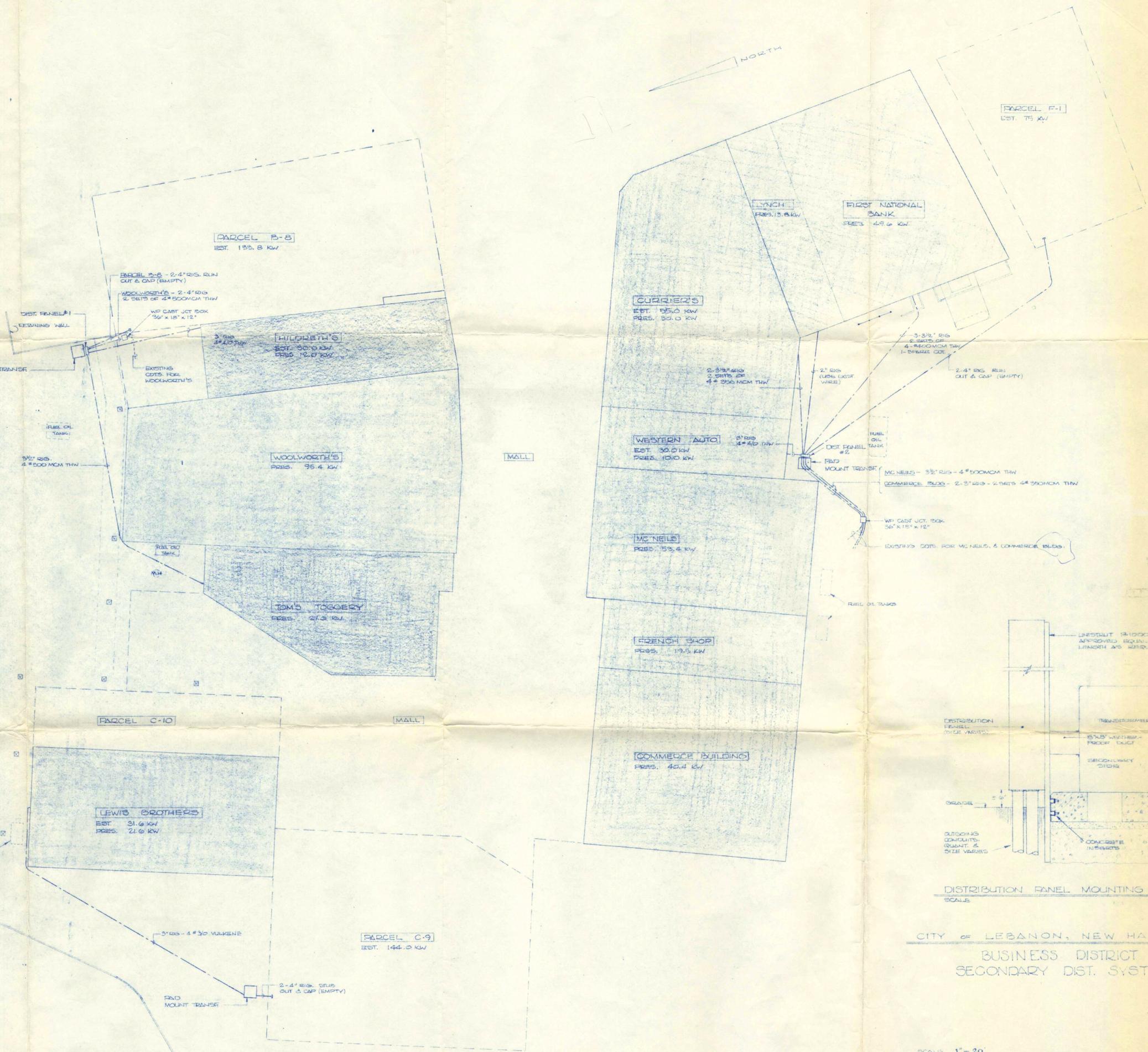


It is drawn on the wrong side of Hanover St. Here is a street view.

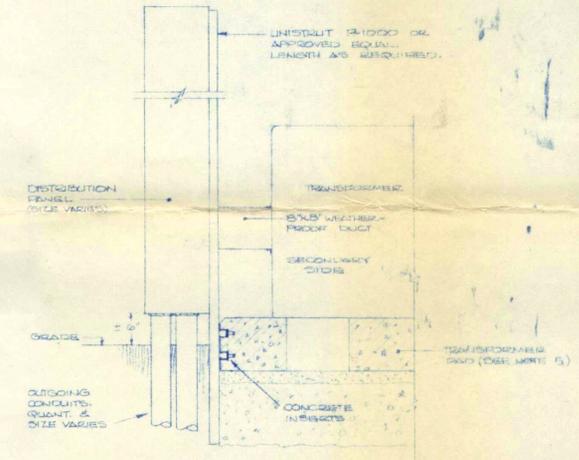
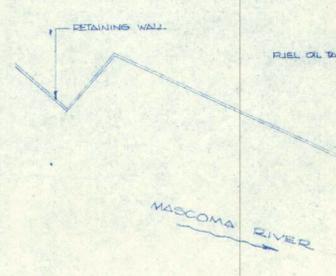


GENERAL NOTES

1. PARCELS B-8, C-9 & F-10 HAVE EMPTY COPS. ONLY TO APPROXIMATELY JUST INSIDE FUTURE BUILDINGS.
2. DISTRIBUTION PANEL SHALL BE WEATHERPROOF & FREE STANDING WITH TWO KIMS PROVIDED TO EACH OWNER.
3. PAD MOUNTED TRANSFORMERS SHALL BE FURNISHED & INSTALLED BY GRANITE STATE ELECTRIC COMPANY.
4. CONDUIT TERMINATIONS AT BUILDINGS, DISTRIBUTION PANELS & TRANSFORMER PADS ARE APPROXIMATE. CHECK FIELD CONDITIONS FOR EXACT LOCATIONS.
5. TRANSFORMER PADS SHALL BE CONSTRUCTED AS PER PLANS & SPECS. OF GRANITE STATE ELECTRIC COMPANY.
6. DISTRIBUTION PANEL SHALL BE MOUNTED TO TRANSFORMER PAD, ON SECONDARY SIDE OF TRANSFORMER, WITH UNISULIT CONCRETE INSETS & P-1000 CHANNEL. INSETS SHALL BE 4'-0" LONG (P-3259 OR APPR. EQUAL); SEE DETAIL BELOW.



ONE LINE PANEL DIAG.



DISTRIBUTION PANEL MOUNTING DETAIL
SCALE NONE

CITY OF LEBANON, NEW HAMPSHIRE
BUSINESS DISTRICT
SECONDARY DIST. SYSTEM

SCALE 1" = 20'







GRANITE STATE ELECTRIC COMPANY

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Effective December 1, 1968.

GRANITE STATE ELECTRIC COMPANY

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Effective January 1, 1965.

*SUPERSEDED
11/1/65*

GRANITE STATE ELECTRIC COMPANY

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Effective June 1, 1964.

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Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

SERVICE AREA

The territory authorized to be served by this Company and to which this Tariff applies is as follows:

Acworth
Alstead *
Bath *
Canaan
Charlestown *
Cornish *
Derry *
Enfield *
Grafton *
Hanover *
Langdon
Lebanon
Lyme *
Marlow *
Monroe *
Orange *
Pelham *
Plainfield *
Salem
Surry *
Walpole
Windham *

* Served in part.

The above enumerates the towns served but does not mean that service is available throughout the entire area of each town specified.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

The following Terms and Conditions together with the Company's INFORMATION AND REQUIREMENTS FOR ELECTRIC SERVICE where not inconsistent therewith are a part of all rates, and the observance thereof by the Customer is a condition precedent to the initial and continuing supply of electricity by the Company:

1. MEANING OF THE WORD "MONTH"

Wherever reference is made to electricity delivered or a payment to be made "in any month," "each month" or "per month" it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

2. LOCATION OF METERS

For the purpose of determining the amount of electricity delivered, meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that all expense of so doing is borne by the Company. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, except for the Company's convenience, a charge shall be made for each additional meter.

3. INSTALLATION AND SEALING OF METER SWITCHES AND CIRCUIT BREAKERS

The Customer shall furnish and install upon its premises such service and meter switch or oil circuit breaker as shall conform with specifications issued from time to time by the Company, and the Company may seal such service and meter switch, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

**4. CUSTOMER'S RESPONSIBILITY FOR
INSTALLATION OF EQUIPMENT ON ITS
PREMISES**

The Customer shall furnish free of cost upon its premises the necessary space and provide suitable foundations, supports, housing, wiring and pipe and fittings for any transformers, rotary converters, switching arrangements, meters and other apparatus required in connection with the supply of electricity whether such equipment is furnished by the Customer or the Company. Such foundations, supports, housing, wiring and pipe and fittings, shall be in conformity with the Company's specifications and subject to its approval.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

5. TEMPORARY SERVICE

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. Temporary service will be supplied if the Customer shall make such payment or payments, in addition to the payments for electricity at the regular rates, as may be reasonable and just in each case.

6. DEPOSITS TO INSURE PAYMENT

The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the Customer's indebtedness to the Company. The Company will pay interest at the rate of six percent per annum upon any such cash deposit.

7. COMPANY'S LIABILITY IN CASE OF INTERRUPTION OF SERVICE

The Company shall not be liable for, or in any way in respect of, any interruption, discontinuance or reversal of its service, due to causes beyond its immediate control, whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, failure to receive any electricity for which in any manner it has contracted or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply electricity for a continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

8. COMPANY'S LIABILITY FOR USE OF ELECTRICITY ON CUSTOMER'S PREMISES

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of elec-

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

tricity or the presence of the Company's appliances and equipment on the Customer's premises.

9. DISCONNECTION OF SERVICE FOR NONPAYMENT AND RECONNECTION CHARGE

The Company shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance a reconnection charge of Two Dollars will be made.

Effective May 1, 1970.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

5. TEMPORARY SERVICE

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. Temporary service will be supplied if the Customer shall make such payment or payments, in addition to the payments for electricity at the regular rates, as may be reasonable and just in each case.

6. DEPOSITS TO INSURE PAYMENT

The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the Customer's indebtedness to the Company. The Company will pay interest at the rate of four per cent per annum upon any such cash deposit.

7. COMPANY'S LIABILITY IN CASE OF INTERRUPTION OF SERVICE

The Company shall not be liable for, or in any way in respect of, any interruption, discontinuance or reversal of its service, due to causes beyond its immediate control, whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, failure to receive any electricity for which in any manner it has contracted or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply electricity for a continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

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GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

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The Company shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance a reconnection charge of Two Dollars will be made.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

10. ACCESS TO AND PROTECTION OF COMPANY'S EQUIPMENT ON CUSTOMER'S PREMISES

The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with same, and shall provide for their safekeeping. In case of loss or damage of the Company's property the Customer shall pay to the Company the value of such property or the cost of making good the same.

11. COMPANY'S RIGHT OF ACCESS TO ITS EQUIPMENT ON CUSTOMER'S PREMISES

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of examining or removing the Company's meters, pipes, wires, fittings and works for supplying or regulating the supply of electricity and of ascertaining the quantity of electricity consumed or supplied.

12. REQUIRED STANDARDS OF CUSTOMER'S WIRING, PIPING, APPARATUS AND EQUIPMENT

The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

13. SERVICE TO BARN OR GARAGES

The Company shall not be required to install a service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

14. OBTAINING STREET OR OTHER PERMITS AND CERTIFICATES

The Company shall make, or cause to be made, application for any necessary street permits,

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents access to the Customer's equipment and to enable its conductors to be connected therewith.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

15. SPECIAL PROVISIONS FOR UNUSUAL COST TO PROVIDE SERVICE

The Company may require a Customer to guarantee a minimum annual payment for a term of years or to pay the whole or a part of the cost of extending its lines to a Customer's premises or other reasonable payments in addition to the payments for electricity at the applicable rates, whenever the estimated expenditures for the equipment necessary to properly supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates will, in the opinion of the Company, be insufficient to warrant such expenditures.

16. POINT OF CONNECTION OF COMPANY'S SERVICE

The Customer shall wire to the point designated by the Company, at which point the Company will connect its service.

17. INSTALLATION OF POLES ON PRIVATE PROPERTY

Whenever it is necessary, in order to supply electric service to a single customer, to locate any pole or poles on private property, the Company will furnish up to two poles and the necessary equipment and wires attached to such poles, and such poles, equipment and wires shall be and remain the property of the Company. If more than two poles are required, the excess poles, equipment and wires shall be paid for by the Customer, shall become the property of the Company and shall thereafter be maintained by it. Poles, equipment and wires on private property which serve more than one Customer will be furnished by the Company subject to the provisions of Paragraph 15 hereof, provided permanent easements acceptable to the Company are furnished without cost to the Company.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

18. UNDERGROUND SERVICE

A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection upon payment by the Customer of the total cost thereof including the necessary riser, and that part of such connection located on the Customer's premises shall be and remain the property of the Customer. All underground service connected to the Company's underground cables beyond two feet inside the property line shall be paid for by the Customer and shall be and remain the property of the Customer.

19. RATE FOR TRIAL INSTALLATIONS

The Company may, provided it has spare generating and transmission capacity, supply electricity for a trial installation under a flat rate or for a fixed sum for a definite period. The period for the trial must be not longer than is necessary for the demonstration and must be specified in the agreement.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

20. OPERATION OF COMPANY'S SERVICE IN CONNECTION WITH CUSTOMER-OWNED PLANT

Service supplied by the Company shall not be used to supplement or relay, or as a standby to any other service unless the Customer shall make such guarantees in respect to the payment for such service as shall be just and reasonable in each case. Where such service is supplied the Customer shall not operate its plant in parallel with the Company's system without the consent of the Company, and then only under such conditions as the Company may specify from time to time.

21. DETERMINATION OF THE DEMAND

The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. In the case of extremely fluctuating loads, however, or under other special conditions, where the demand based as herein indicated would not equitably represent the Company's responsibilities, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument. Each rate, wherein charges are based upon demand, shall contain a clause indicating the specific method of establishing the demand under such rate for ordinary load conditions.

22. FLUCTUATING LOADS

Welding, X-ray, arc furnace or similar equipment that have frequent, short or variable operating cycles produce fluctuating loads on the Company's facilities which may cause a deterioration of the Company's service to its other customers. Since service for such loads may require new facilities or the rearrangement of existing facilities, the Company will approve the connection of such apparatus to the Company's

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

facilities only after it has determined that the apparatus meets the requirements referred to in Paragraph 12 of the Terms and Conditions.

If service for such loads requires new facilities or rearrangement of existing facilities the customer may be required to make a payment as set forth in the Construction Advance Policy.

The following practices are established to determine the basis for billing fluctuating loads in accordance with Paragraph 21 of the Company's Terms and Conditions:

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

Demand Charge Rates

If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered; and for the purpose of any Demand Charge, the minimum billing demand in kilowatts will be the kilovolt-ampere rating of the separate transformer or transformers multiplied by 30 per cent. The demand shall in no case be less than the minimum demand as specified under the rate.

If the Company does not furnish a separate service connection for such load but does install additional transformer capacity in an existing service transformation, then for billing purposes a number of kilowatts equal to such additional kilovolt-ampere of transformer capacity multiplied by 30 per cent shall be added to the billing demand as established under the applicable filed rate.

Rates having no Demand Charges

In rates having no Demand Charge the total kilovolt-ampere rating of all such apparatus shall be used for the purpose of determining the Minimum Charge, each kilovolt-ampere to be considered as one kilowatt.

23. RELOCATION OF EQUIPMENT ON PRIVATE PROPERTY

Lines, poles and transformer stations on private property are usually situated in locations that were the result of negotiations and mutual agreement with the property owner. When the equipment is Company-owned and is used to supply more than one customer, permanent easements or other rights of way satisfactory to the Company should be obtained.

Relocation of Company-Owned Equipment

Subsequent changes in the location of Company-owned facilities on private property will in general be made by the Company at the Customer's expense.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

The Company, however, will assume the expense of the relocation if the following conditions exist:

- a. The relocation is for the Company's convenience
- or
- b. The relocation is necessary owing to the expansion of the Customer's operations and the requirements of the "Customer Construction Advance Policy" can be met with the increased annual revenue.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

(The preceding should not be construed to apply to a situation where the existing location is adequate to handle the expanded operations or where the relocation is requested solely for the Customer's convenience. In any such instance the relocation will be at the Customer's expense even though increased revenue will result from the expanded operations.)

Relocation of Customer-Owned Equipment

All Customer-owned equipment on private property shall under any circumstances be relocated by the Customer or its Contractor at the expense of the Customer.

24. CUSTOMER STREET CROSSINGS

Customer-Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors over or under the street, the Customer should petition for the wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The Customer will own, operate and maintain the crossing.

Company-Owned

Should the Customer be unable to obtain the necessary permits or should the crossing entail attachments to Company-owned facilities or require the setting of poles in the public way, the Company, upon request, will petition for the wire crossing, subject to the following conditions:

- a. **Construction** — The Customer shall reimburse the Company for the entire construction cost of the crossing. Title to that portion of the crossing in the public way shall remain with the Company.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

- b. **Maintenance** — All maintenance to that portion in the public way will be done by the Company at the expense of the Customer. In order to facilitate proper billing, a purchase order should be secured prior to any maintenance work.
- c. **Removal of Street Crossing** — Upon notice from the Customer that the crossing is no longer desired, the Company will remove the crossing at the Customer's expense. Any salvage value will be credited to the cost of removing the crossing; and in the event the credit exceeds the removal cost, the excess shall be rebated to the Customer.
- d. **Street Crossing Agreement** — All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS

25. PROMOTIONAL ALLOWANCES

To promote the use of electricity with the attendant benefits which accrue to all its customers or employees, the Company may from time to time, make promotional allowances in connection with the installation of certain appliances or facilities.

An information copy of all such promotional programs or revisions thereto will be filed with the New Hampshire Public Utilities Commission at least ten (10) days prior to the introduction of, or changes in, such programs, and, while in effect, the provisions thereof will be consistently applicable to all qualified customers and employees or prospective customers.

Effective September 1, 1967.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART I

a. In areas in which operation by the Company is authorized, service under Rates D, G and T.

- (1) To all customers on distribution lines as of July 1, 1955, and
- (2) To all customers who can be served from overhead, single-phase extensions of existing distribution lines which average less than 300 feet per customer, exclusive of normal service loops, and
- (3) To customers who can be served from overhead, single-phase extensions of existing distribution lines which average more than 300 feet per customer but less than 5,280 feet per customer under exceptions set forth in Guaranteed Line Extension Reports filed with the Public Utilities Commission in compliance with the requirements of the Commission and who have signed an agreement to pay minimum monthly charges for a period of sixty (60) consecutive months equal to \$1.75 plus an additional amount computed at the rate of 75¢ per 100 feet (0.75¢ per foot) of line in excess of 300 feet per customer.
- (4) To customers who can be served from overhead, three-phase extensions of existing distribution lines under exceptions set forth in Guaranteed Line Extension Reports filed with the Public Utilities Commission in compliance with the requirements of the Commission and who have signed an agreement to pay minimum monthly charges for single-phase service in accordance with a (3) above and who have also signed an agreement to pay additional minimum monthly charges for a period of sixty (60) consecutive months equal in total to 1.7% of the additional investment required to provide three-phase service over and above the investment required to provide single-phase service, including the cost of rebuilding existing

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

facilities and adding phase wires where necessary but excluding the first \$150 per customer for such additional investment and excluding the investment in meters and transformers.

b. In cases under a (3) and a (4), the minimum monthly charges under the applicable rates may be apportioned by agreement among the customers to be served. Such apportionments thereupon shall constitute the minimum monthly charge under the applicable rate, except that in no instance shall the minimum monthly charge be less than that specified in the rate set forth in this Tariff under which the customer is served.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART I

c. In cases under a (3) and a (4) and for the duration of the guarantee period, no additional customers shall be entitled to receive service within the limits of a guaranteed extension unless an agreement to take service has been signed for the unexpired term of the original period. Such additional customers shall pay single-phase and three-phase minimum monthly guarantees in accordance with a (3) and a (4) above an amount not less than the average guarantees required under a (3) and a (4) to be paid by all customers then served from the extension.

d. Additions may be made at any time to extensions constructed under the terms of a (3) and a (4). Should such an addition be made prior to the expiration of the original guarantee period, the addition shall be:

- (1) Computed as a unit with the original extension if, in so doing, the average guarantee of all customers is equal to or less than the average guarantee of the original customers; or,
- (2) Computed for the addition only if, in so doing, the average guarantee of the customers on the addition exceeds the average guarantee of the original customers.
- (3) All minimum charges as established by such apportionment and reapportionment of the total guarantees, will be incorporated in the Guaranteed Line Extension Reports referred to above.
- (4) The guarantee period for all additions to guaranteed extensions shall be sixty (60) months.

e. Whenever a customer applies for service at a location which was the subject of a guaranteed service extension agreement, payments under which have not been completed, such customer shall sign a guaranteed service extension agreement for sixty (60) months minus the number of months billed

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

under the previous agreement or agreements pertaining to such location.

f. The Company shall not be required to construct extensions hereunder other than on public ways unless the prospective customers shall provide, without expense or cost to the Company, the necessary permits, consents or easements for a satisfactory right-of-way for the erection, maintenance and operation of a line, including the right to cut and trim trees and bushes wherever necessary. Title of all extensions constructed in accordance with the exceptions stated above shall be vested in the Company.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART I

g. The Company shall not be required to construct extensions under the above terms where it is necessary to cross a body of water, or to serve Airport Lighting, Beacon Lighting, Street Lighting, etc., or where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other customers of the Company.

h. Service to trailers, and/or trailer camps shall not be available under the terms of this line extension policy unless there is deposited with the Company a prepayment equal to the total sixty (60) months' required guarantee. An amount equal to one-sixtieth of the prepayment will be credited to each month's bill.

If service is terminated prior to the end of the guarantee period, the prepayment balance will not be refunded unless and until a like amount is deposited by a new customer requiring service at approximately the same location.

i. The Company will begin the construction of a guaranteed Extension when the customers to be supplied therefrom have signed contracts embodying the Guaranteed Payments herein specified and wired their premises; provided, however, that the Company will not be required to begin construction when weather or other conditions are such as to make construction exceedingly difficult or abnormally expensive.

PART II

CUSTOMER CONSTRUCTION ADVANCE

For all customers who cannot qualify under Part I of this section, the following Customer Construction Advance will be applicable:

A cash advance will be required from customer to cover the complete or partial cost of new construction where the estimated annual revenue is insufficient or the characteristics of the installation are such that there is a reasonable doubt that the

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

Company's new investment will be adequately protected. In determining the new investment directly applicable to any customer, that portion of the cost which would be needed in any event for system improvement in the near future will be excluded.

1. TEMPORARY SERVICE

"Temporary Service" is any service which is not expected to continue in use for a reasonable length of time, such as construction projects, carnivals, circuses, temporary displays, etc. For Temporary Service the customer will pay in advance the estimated cost of installing and removing the connection, less salvage.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART II

2. PERMANENT INSTALLATIONS

- a. Whenever the estimated annual revenue is less than 25% of the estimated total cost of construction the customer will be required to advance the total estimated construction cost. Because of this advance the customer will be credited with 15% of each monthly bill for ten years or until such credits equal the entire advance, whichever occurs earlier.
- b. Whenever the estimated annual revenue is less than 100% but more than 25% of the estimated total cost of construction, the customer will be required to advance the estimated non-salvageable construction cost. Because of this advance the customer will be credited with 15% of each monthly bill for a period of ten years, or until the entire advance has been repaid, whichever occurs earlier. If, however, the total cost of construction is less than \$500 no advance shall be required.

In some cases even though the estimated revenue is in excess of 100% of the estimated construction cost, an advance will be required due to circumstances which make the investment a questionable risk.

- c. Special consideration will be given to all installations having low energy requirements with practically no revenue. These installations may require a combination of advanced payment based on total cost of construction and guarantees or a contribution with no repayment.

The above provisions are in addition to the regular procedure as to credit review which also must be followed in each case.

Effective June 1, 1964.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a qualifying residential development consisting of dwelling facilities and facilities accessory thereto, and subject to the provisions hereinafter set forth, the Company will provide an underground distribution system in public or private ways, or rights-of-way to be installed throughout the entire development. A qualifying residential development is one proposed to be built on a land area defined in a real estate development plan, approved by the municipality in which it is proposed to be located and recorded, or suitable, in the opinion of the Company's property attorney, to be recorded, in the appropriate Registry of Deeds. Said land area shall be situated where no electric distribution system exists and where no electric distribution system other than that provided pursuant to the provisions of this policy will be required, and approved by the Company pursuant to all the relevant provisions and conditions of this policy. In cases of developments consisting of single-family residences, a qualifying residential development shall consist of a minimum of five sequentially built residences in a development approved by the Company under Paragraph 2 hereof. In cases of developments consisting of multi-family residential structures, including apartment buildings, a qualifying residential development shall consist of a minimum of ten apartments in a development approved by the Company under Paragraph 2 hereof.

2. The developer must present to the Company a plan showing the physical sequence in which the residential development is to be built and indicating the estimated elapsed time within which the total development, or a significant and separable portion thereof, will be completed. Both the physical sequence and the estimated elapsed time of completion shall be subject to the approval of the Company as reasonable.

3. In qualifying residential developments where conditions allow excavation by conventional methods using backhoes, trenching machinery and cable

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

**INSTALLATION OF UNDERGROUND
DISTRIBUTION EQUIPMENT FOR
RESIDENTIAL DEVELOPMENTS**

plows, the complete installation will normally be made at no cost to the developer, except for secondary service trenches and secondary service conductor as covered in Paragraph 8 of this policy.

Effective October 1, 1969.

Superseded 10-1-69

GRANITE STATE ELECTRIC COMPANY
LINE EXTENSIONS
PART III
INSTALLATION OF UNDERGROUND
DISTRIBUTION EQUIPMENT FOR
RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a qualifying residential development consisting of dwelling facilities and facilities accessory thereto, and subject to the provisions hereinafter set forth, the Company will provide electric service in public or private ways, or rights-of-way through an underground distribution system to be installed throughout the entire development. A qualifying residential development is one proposed to be built on a land area defined in a real estate development plan approved by a municipality in which it is proposed to be located, and situated where no electric distribution system exists and where no electric distribution system other than that provided pursuant to these provisions will be required, and approved by the Company pursuant to all the relevant provisions and conditions of this policy.
2. The developer must present a plan showing the physical sequence in which the residential development is to be built and indicating the estimated elapsed time within which the total development, or a significant and separable portion thereof, will be completed. Both the physical sequence and the estimated elapsed time of completion shall be subject to the approval of the Company as reasonable.
3. Subject to the provisions of paragraphs 4 and 5 below, the charge to the developer for work done by the Company shall be as follows:
 - (a) in the case of developments consisting of single family residences, (i) for a minimum of 5 sequential residences, no charge except for additional costs incurred due to unusual conditions, in a development approved by the Company under paragraph 2 hereof; and (ii) in the case of approved developments of less than 5 sequential residences or developments not approved by the Company under paragraph 2 hereof, the differential between

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LINE EXTENSIONS

PART III

**INSTALLATION OF UNDERGROUND
DISTRIBUTION EQUIPMENT FOR
RESIDENTIAL DEVELOPMENTS**

the cost of the underground system and that of standard overhead construction, computed for each such development individually; and

- (b) in the case of developments consisting of multi-family residential structures, including apartments, (i) no charge, except for additional costs incurred due to unusual conditions, in a development approved by the Company under paragraph 2 hereof; and (ii) in the case of developments not approved by the Company under paragraph 2 hereof, the differential between the cost of the underground system and that of standard overhead construction, computed for each such development individually.

Effective December 1, 1968.

Sup. 12/1/68

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GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a qualifying development of single residence houses, and subject to the provisions hereinafter set forth, the Company will provide electric service in public or private ways through an underground distribution system to be installed throughout the entire development. A qualifying development of single residence houses is a land area defined in a real estate development plan approved by the municipality, and situated where no electric distribution system exists and where no other electric distribution system will be required.
2. The developer must present a plan showing the physical sequence in which the residences are to be built and indicating the estimated elapsed time within which the total development will be completed. Both the physical sequence and estimated elapsed time of completion shall be subject to the approval of the Company as reasonable.
3. The Charge to the developer for work done by the Company shall be as follows:
 - (a) for a minimum of 5 sequential residences, no charge except for additional costs incurred due to unusual conditions, in a development approved by the Company under paragraph 2 hereof.
 - (b) in the case of approved developments of less than 5 sequential residences or developments not approved by the Company under paragraph 2 hereof, the differential between the cost of the underground system and that of standard overhead construction, computed for each such development individually.
4. In addition to the costs specified in paragraph 3 above, the developer, at his expense, must do all excavating, back-filling and surfacing in accordance with plans and specifications to be provided by the Company and in compliance with requirements of

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

**INSTALLATION OF UNDERGROUND
DISTRIBUTION EQUIPMENT FOR
RESIDENTIAL DEVELOPMENTS**

public authorities having jurisdiction. The primary and secondary cables will be placed in the streets by the Company and, in general, between the paved surface and the immediately adjacent property line.

Effective July 1, 1967.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

Sup^{er} 7/1/67

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS

1. Upon request from a developer proposing to construct a residential housing development, and subject to the provisions hereinafter set forth, the Company will provide electric service in public or private ways through an underground distribution system to be installed throughout the entire development.
2. The developer must present a plan showing the sequence in which the residences are to be built and indicating the estimated elapsed time within which the development will be completed, which time shall be subject to the approval of the Company as reasonable.
3. The cost to the developer shall be as follows:
 - (a) \$2.00 per street foot for a minimum of 20 sequential residences, or,
 - (b) in the case of developments of less than 20 sequential residences the differential between the cost of the underground system and that of standard overhead construction, computed for each such development individually.
4. In addition to the costs specified in paragraph 3 above the developer, at his expense, must do all excavating, back-filling and surfacing in accordance with plans and specifications to be provided by the Company. The primary and secondary cables will be placed in the streets by the Company and, in general, between the paved surface and the immediately adjacent property line. They will be located 36 inches below final grade when the Electric Company is the sole occupant of the trench. If the trench is to be jointly occupied by the Telephone Company and Electric Company, the Electric Company cables will be located 42 inches below final grade. The earth at least 4 inches below and above the cables must pass through $\frac{1}{2}$ inch mesh screen and be free of materials that might damage the cables. The Company shall be notified at least 7 days prior to the day on which trenches will be prepared and

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

**INSTALLATION OF UNDERGROUND
DISTRIBUTION EQUIPMENT FOR
RESIDENTIAL DEVELOPMENTS**

available for installation of the underground distribution system. Back-filling of trenches shall proceed as soon as the Company has completed cable installations.

5. The developer shall provide space for transformers, at locations to be specified by the Company. Such locations shall be on private property approximately 6 feet back from the street line and centered on the boundary between abutting properties, and each space shall be properly prepared in accordance with Company specifications.

Effective July 1, 1966.

GRANITE STATE ELECTRIC COMPANY LINE EXTENSIONS

PART III

4. The following special requirements will result in additional cost to the developer:

(a) In cases where any portion of the trenching and excavation would be difficult because of ledge, swamp, frozen ground, etc., the developer shall pay for the excess cost as determined by the Company.

(b) Whenever, in order to properly supply electricity to a development, it is necessary to install types of underground facilities other than so-called "U.R.D. direct burial" or to install additional equipment or attachments due to changes requested by the developer or local authorities, the developer shall reimburse the Company for any additional costs incurred as a result thereof.

(c) If power for construction is required before the final layout and grades are completed, the cost of temporary service shall be borne by the developer.

(d) If street surfacing is to be completed before the cable system is installed, the Company will furnish conduits for installation at those locations where there will be street crossings, to be installed by the developer at his expense. The developer shall also be responsible for any additional expense caused by failure to give the Company timely notice of the proposed completion of street surfacing. In the event the completion of street surfacing prior to installation of the cable system shall in any respect interfere with the installation of any facilities described in Section 7 hereof in the manner provided for in said Section, the developer shall be responsible for any additional expense caused thereby.

5. In cases of developments consisting of fewer than five single-family residences or fewer than ten apartments but otherwise fulfilling the conditions and provisions set forth in this policy or of developments not approved by the Company under Paragraph 2 hereof, an underground distribution system will be installed if the developer pays to the Company the differential between the estimated cost of the underground system and the estimated cost of overhead construction, computed for each development individually.

Effective October 1, 1969.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

4. In addition to the payment of costs to the extent specified in paragraph 3 above, the developer, at his expense, must do all excavating, back-filling and surfacing in accordance with plans and specifications to be provided by the Company and in compliance with requirements of public authorities having jurisdiction. The primary and secondary cables will, in general, be placed by the Company in public ways, or in private ways, in a trench excavated between the paved surface and the immediately adjacent property line. They will be located 36 inches below final grade when the Electric Company is the sole occupant of the trench. If the trench is to be jointly occupied by the Telephone Company and Electric Company, the Electric Company cables will be located 42 inches below final grade. The earth at least 4 inches below and above the cables must pass through $\frac{1}{2}$ inch mesh screen and be free of materials that might damage the cables. The Company shall be notified at least 7 days prior to the day on which trenches will be prepared and available for installation of the underground distribution system. Back-filling of trenches shall proceed as soon as the Company has completed cable installations.

5. The provisions of this policy contemplate the installation of an underground distribution system utilizing so-called "direct burial" cable. Therefore, in addition to the costs specified in paragraphs 3 and 4 above, whenever, in order to properly supply electricity to a development, it is necessary to install other types of underground facilities, or additional attachments or equipment, the Company will require the developer to pay the additional costs incurred as a result thereof.

6. The developer shall provide space for transformers, at locations to be specified by the Company. Such locations shall, in general, be on private property approximately 6 feet back from the street line and centered on the boundary between abutting properties, and each space shall be properly prepared in accordance with Company specifications. The developer shall also establish final grades and place and maintain stakes showing elevation of such final grades.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

7. The developer shall furnish to the Company, without cost, permanent easements acceptable to the Company for (a) transformer installations, including the cable connections, (b) secondary connection points to be located, in general, between the street line and the transformer installation and on the boundary line of abutting properties, and (c) any other underground installations to be made in private ways or on private property.

8. Underground systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for secondary service conductors and other devices described in paragraph 9 below. If pad-mounted transformers are used, the pads therefor, and the associated ground-grid systems, shall be provided by the developer and maintained by the property owner in accordance with Company specifications.

Effective December 1, 1968.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

They will be located 36 inches below final grade when the Electric Company is the sole occupant of the trench. If the trench is to be jointly occupied by the Telephone Company and Electric Company, the Electric Company cables will be located 42 inches below final grade. The earth at least 4 inches below and above the cables must pass through ½ inch mesh screen and be free of materials that might damage the cables. The Company shall be notified at least 7 days prior to the day on which trenches will be prepared and available for installation of the underground distribution system. Back-filling of trenches shall proceed as soon as the Company has completed cable installations.

5. The developer shall provide space for transformers, at locations to be specified by the Company. Such locations shall be on private property approximately 6 feet back from the street line and centered on the boundary between abutting properties, and each space shall be properly prepared in accordance with Company specifications. The developer shall also establish final grades and place and maintain stakes showing elevation of such final grades.

6. The developer shall furnish to the Company, without cost, permanent easements acceptable to the Company for (a) transformer installations, including the cable connections, (b) secondary connection points to be located 2 feet back from the street line on the boundary between abutting properties and (c) any other underground installations to be made in private ways or on private property.

7. Underground systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for secondary service conductors and other devices described in paragraphs 8 and 9 below.

8. The secondary service conductors running from secondary connection points or transformer locations to residences shall be provided, owned and maintained by the customers in compliance with the provisions of the "Information & Requirements for Electric Service" published by the Company and with any local ordinances or bylaws applicable thereto. Such conductors may, at the Customer's option, be installed in duct or consist of a Company approved type of direct burial cable.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

9. Customers shall supply one or more Company approved meter mount devices located on the outside of their residences and cable connections from the ground to such devices shall be enclosed in galvanized conduit mechanically coupled to such devices.

Effective July 1, 1967.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

6. The developer shall furnish to the Company, without cost, permanent easements acceptable to the Company for (a) transformer installations, including the cable connections, (b) secondary connection points to be located 2 feet back from the street line on the boundary between abutting properties, and (c) any other underground installations in private ways or on private property.

7. Underground systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for secondary service conductors and other devices described in paragraphs 8 and 9 below.

8. The secondary service conductors running from secondary connection points or transformer locations to residences shall be provided, owned and maintained by the customers in compliance with the provisions of the "Information & Requirements for Electric Service" published by the Company and with any local ordinances or bylaws applicable thereto. Such connections may, at the customers' option, be installed in duct or consist of a Company approved type of direct burial cable.

9. Customers shall supply one or more Company approved meter mount devices located on the outside of their residences and cable connections from the ground to such devices shall be enclosed in galvanized conduit mechanically coupled to such devices.

Effective July 1, 1966.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

6. The developer shall furnish the Company with an approved sub-division plan or plans, complying with the provisions of Section 1, together with all available grades and land clearing information, street improvement details, the location of water mains, sewer lines, gas lines, property lines, and easements to parties other than the Company. At the time the Company is requested to make the installation, the developer must have placed stakes showing final grades and lines and must have graded to within two inches below final grade. During the installation period, the developer shall coordinate other construction so as to permit unimpeded operation of trenching and cable placing equipment.

7. The owners of record shall grant the Company, without cost, perpetual rights and easements free and clear of encumbrances of record, the form and content of which shall be acceptable to and approved by the Company's property attorney, including rights of ingress and egress acceptable to the Company for:

(a) Transformer installations, whether submersible or pad-mounted, including the cable connections. In developments of single-family residences, such locations will, in general, be on private property approximately six feet back from the street line and centered on the boundary between abutting properties. In developments of multi-family residential structures, such locations will, in general, be on private property within ten feet of travelled ways or other paved areas accessible by the Company and mutually agreed to by the Company and the developers.

(b) Secondary connection points. In developments of single-family residences, such locations will, in general, be between the street line and the transformer installations and on the boundary line of abutting properties or approximately two feet back from the street line and centered on the boundary between abutting properties. In developments of multi-family residential structures, such locations will, in general, be adjacent to the transformer locations described in (a) above, and mutually agreed to by the Company and the developers.

Effective October 1, 1969.

*Superseded
10-1-69*

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GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

9. The secondary service conductors running from secondary connection points or transformer locations to residential buildings shall be provided by the developer and maintained by the property owner in accordance with Company specifications and with any local ordinances or bylaws applicable thereto. Such conductors may, at the developer's option, be installed in duct or consist of a Company approved type of direct burial cable, but the cable connections from the ground to the Company's metering devices shall be enclosed in galvanized conduit mechanically coupled to such devices.

10. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

Effective December 1, 1968.

GRANITE STATE ELECTRIC COMPANY

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PART III

(c) Primary and secondary cables. In developments of single-family residences, these cables will, in general, be located in public ways or private ways, between the paved surface and the immediately adjacent property line. In developments of multi-family residential structures, these cables will, in general, be located in public ways or private ways between the paved surface and the immediately adjacent property lines or in rights-of-way accessible by the Company and agreed to by the Company and the developers.

(d) Any other underground or pad-mounted facilities to be owned and maintained by the Company which are required to provide electric service, including street lighting, as laid out or planned.

8. The secondary service trenches and conductors running from secondary connection points or transformer locations to residential buildings shall be provided by the developer and maintained by the property owner of record in accordance with Company specifications and with any local ordinances and/or bylaws applicable thereto. Such conductors may, at the developer's option, be installed in duct or consist of a company-approved type of direct burial cable. Where the Company's metering devices are located on the outside of structures, the cable shall, in all cases, be enclosed in rigid galvanized conduit mechanically coupled to such devices and firmly attached to the structures supporting the devices. In addition, where direct buried cables are used, the rigid galvanized conduits shall terminate below grade at the level of the cable run in rigid galvanized conduit quarter bends complete with suitable bushings to prevent damage to the cables. Where Company metering devices are located indoors, the cables shall, in all cases, penetrate structure walls in accordance with applicable regulations and where direct buried cables are used, rigid conduits terminating outside structure walls shall terminate in suitable bushings to prevent cable damage.

9. Underground systems installed in accordance with the provisions above shall be owned and main-

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART III

tained by the Company, except for secondary service conductors and other devices described elsewhere in this policy. Applicable provisions contained in the Company Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

Effective October 1, 1969.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART IV

INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT OTHER THAN THAT COVERED BY LINE EXTENSIONS PART III

1. The Company will install underground electric distribution facilities at its expense, whenever in the Company's opinion it is economically reasonable and practical to do so.

2. In those cases where in accordance with municipal policy the Company causes its electric utility facilities to be constructed underground, and such construction, in the Company's opinion, results in costs substantially greater than overhead construction, a surcharge ("the underground surcharge") will be billed to the customers in such municipality, to provide additional annual revenues in an amount equal to the annual charges on the additional investment required for the underground facilities. However, the Company will not be required to install such underground facilities, whether new construction or replacement of existing overhead facilities:

(a) In an amount of investment in any one year exceeding 10 percent of the previous year's gross revenues from customers within such municipality; or

(b) Beyond its ability to obtain the materials, financing and manpower for the installation of such facilities without adversely affecting its operations in other municipalities within its service area; or

(c) Contrary to any regulations, restrictions, limitations or order by the regulatory authorities having jurisdiction over the Company.

3. The underground surcharge applicable to each municipality whose policy calls for electric utility facilities to be constructed underground will be filed annually with the New Hampshire Public Utilities Commission, on or before March 31 of each year, to be effective from April 1 of such year through March 31 of the following year. Such surcharge will be based upon data of the calendar year prior to the

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART IV

**INSTALLATION OF UNDERGROUND
DISTRIBUTION EQUIPMENT OTHER
THAN THAT COVERED BY
LINE EXTENSIONS PART III**

year of filing. The underground surcharge will be calculated by:

(a) Multiplying the aggregate dollar amount of the additional investment in underground facilities within such municipality (calculated in accordance with Paragraph 4) by the percentage rate of the Company's annual charges on investments in electric facilities; and

(b) In an amount of investment in any one year exceeding 10 percent of the previous year's investment in such municipality; or

(c) Beyond its ability to obtain the materials, equipment and manpower for the installation of such facilities without adversely affecting its service to other municipalities within its service area.

(d) Except for any regulatory restrictions, limitations or order by the regulatory authorities having jurisdiction over the Company.

(e) The underground surcharge applicable to each municipality whose public utility for electric utility facilities to be constructed, reconstructed or replaced with the New Hampshire Public Utilities Commission on or before March 31 of each year, to be effective from April 1 of such year through March 31 of the following year. Such surcharge will be in effect for the year prior to the

Effective: April 27, 1971.

GRANITE STATE ELECTRIC COMPANY

LINE EXTENSIONS

PART IV

(b) Dividing the product thereof by the total revenue from sales of electric energy in such municipality during said prior calendar year, excluding any surcharges in respect of underground facilities which were a part of such prior year's revenues.

4. The additional investment upon which the underground surcharge will be based in each municipality will be determined as follows:

(a) The investment in underground facilities made by the Company in new residential developments which qualify under the Company's filed Underground Residential Development Policy will not constitute a part of the additional investment for the purpose of calculating the underground surcharge.

(b) For new underground construction other than that covered by Paragraph (a) above, the additional investment will be the cost of the underground installation less the Company's estimate of an equivalent overhead installation.

(c) For replacement of existing overhead facilities by underground, the additional investment in underground facilities will be the cost of the underground installation plus the cost of removal less salvage value of existing overhead facilities, less the Company's net investment in such existing overhead facilities.

5. Each customer will be billed, for each billing month, an underground surcharge amount equal to one-twelfth of the surcharge calculated pursuant to the provisions of Paragraph 3 above, times his bill for electric energy.

6. As stated in the Company's Terms and Conditions, underground construction beyond a point two feet inside the property line will be at the customer's expense and will be owned and maintained by the customer. Replacement of existing overhead construction is conditioned on adequate assurance that existing customers will provide the required underground service connection along the full distance being replaced.

Effective April 27, 1971.

N.H.P.U.C. No. 18 - ELECTRICITY
GRANITE STATE ELECTRIC COMPANY DBA
LIBERTY UTILITIES
SUPERSEDING N.H.P.U.C. No. 17

TARIFF

for

RETAIL DELIVERY SERVICE

Applicable

in

Twenty-three towns in New Hampshire

served in whole or in part.

(For detailed description, see Service Area)

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

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Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

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Victor D. Del Vecchio
Title: President

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SERVICE AREA

The territory authorized to be served by this Company and to which this Tariff applies is as follows:

Acworth*
Alstead*
Atkinson*
Bath*
Canaan*
Charlestown*
Cornish*
Derry*
Enfield*
Grafton*
Hanover*
Langdon*
Lebanon*
Lyme*
Marlow*
Monroe*
Orange*
Pelham*
Plainfield*
Salem
Surry*
Walpole
Windham*

*Served in part.

The above enumerates the towns served but does not mean that service is available throughout the entire area of each town specified.

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TERMS AND CONDITIONS

The following Terms and Conditions together with the Company's Specifications for Electrical Installations 2012 where not inconsistent therewith are a part of all rates, and the observance thereof by the Customer is a condition precedent to the initial and continuing supply of electricity by the Company:

1. MEANING OF THE WORD "MONTH"

Whenever reference is made to electricity delivered or a payment to be made "in any month", "each month" or "per month", it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

2. PAYMENT OF BILL

All bills shall be due and payable upon receipt thereof. Bills rendered to non-residential customers on which payment has not been received by the next meter reading date, as shown on the bill, shall bear interest at the rate of 1-1/2% per month on any unpaid balance. Whenever a check or draft presented for payment of service by any customer is not accepted by the institution on which it is written, a charge of five (5) dollars, or five (5) percent of the face value of the check or draft, whichever is greater, shall be imposed.

3. CUSTOMER DEPOSITS

The Company, to protect against loss, may require a satisfactory cash deposit or other guarantee as a condition of new or continuing service. No deposit shall be less than ten (10) dollars nor more than the estimated charge for utility service for a period of two (2) high-use billings periods, exclusive of the highest-use billing period, and calculated pursuant to New Hampshire Administrative Rules Puc 1203.03(1)(1). Simple annual interest shall accrue on all deposits from the date of deposit to the date of termination of service by the customer at a rate equal to the prime rate. The Customer shall have the opportunity to pay the deposit in three (3) equal monthly installments, with the first payment due immediately, the second payment due within thirty (30) days and the final payment due within sixty (60) days, provided that the first payment shall be for no more than the charge for one month's utility service calculated as provided in Puc 1203(1)(1)(b); and the second and third payments shall be in equal installments of the remainder due.

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All deposits shall accrue simple annual interest from the date of deposit to the date of termination of service by the customer. Interest shall accrue at a rate equal to the prime rate. When a deposit has been held longer than 12 months, interest shall be paid to the customer or credited to the customer's current bill not less than annually. The entire deposit plus interest accrued shall be refunded when all bills have been paid without arrearage for 12 consecutive months for a residential customer and 24 consecutive months for a non-residential customer. With the agreement of the customer, deposits plus the interest accrued thereon may be applied against the current bills until the balance of the deposit is exhausted. Upon termination of service, the deposit plus interest accrued less any amount due the utility shall be refunded within 60 days of the date of termination.

4. METER TESTING AND CUSTOMER BILL ADJUSTMENTS

When requested by a customer, the Company shall test the accuracy of the Customer's meter within fifteen days from the date the request is made. The Company may require a deposit fee of twenty (20) dollars for such a test. If, upon testing, the meter is found to be in error by more than three (3) percent, the deposit shall be refunded. If the meter is not found to be in error by as much as three (3) percent, the Company shall retain the deposit for the test.

Whenever, as the result of a test, a watt-hour meter is found to register in excess of three (3) percent of the correct amount, the Company shall refund the Customer an amount equal to the charge for the excess kilowatt-hours billed for a period equal to one half the time elapsed since the last previous test. However, if the time when the error first developed or occurred can be definitely fixed, the amount to be refunded shall be based thereon. Whenever, as the result of a test, a watt-hour meter is found to have a negative average error in excess of three (3) percent, the Company may charge the Customer for the unbilled kilowatt-hours supplied for the previous six (6) months or since the last test, whichever is the shorter period.

If a meter is found which is not registering, or if it is found that a meter has partially registered the electricity delivered to the Customer, the bill for the period of non-registration or partial registration shall be based upon information recorded prior or subsequent to the period of non-registration or partial registration. The Company shall not charge the difference between the billed and estimated amounts for a period greater than six (6) months before the non-registration or partial registration was discovered unless the Customer was diverting electricity. In cases of diversion, the Company shall charge the Customer the difference between the billed and estimated amounts for the entire period of the diversion.

5. LOCATION OF METERS

For the purpose of determining the amount of electricity delivered, meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that all expense of so doing is borne by the Company. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, except at the Company's option, the Monthly charge for Service delivered through each meter shall be computed separately under the applicable rate.

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In case a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Company based upon the use recorded during previous months.

6. INSTALLATION AND SEALING OF METER SWITCHES AND CIRCUIT BREAKERS

The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

7. CUSTOMER'S RESPONSIBILITY FOR INSTALLATION OF EQUIPMENT ON ITS PREMISES

The Customer shall furnish, at no cost to the Company, the necessary space, housing, fencing and foundations for such equipment as will be installed upon its premises, in order to supply it with electricity, whether such equipment be furnished by the Customer or the Company. Such space, housing, fencing and foundations shall be in conformity with the Company's specifications and subject to its approval.

8. TEMPORARY SERVICE

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. It shall be the Company's policy to require Customers seeking Temporary Service to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation by the Company of the connection. In addition, the Customer will be required to make payments for electricity at the regular rates. The estimated cost and salvage shall be determined solely by the Company which shall exercise good faith in making such determinations.

9. COMPANY'S LIABILITY IN CASE OF INTERRUPTION OF SERVICE

The Company shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, or failure to receive any electricity for which in any manner it has contracted, or due the operation in accordance with good utility practice of an emergency load reduction program by the Company or one with whom it has contracted for a supply of electricity, or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply any electricity for a continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

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10. COMPANY'S LIABILITY FOR USE OF ELECTRICITY ON CUSTOMER'S PREMISES

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises.

11. SERVICE CONNECTION CHARGE AND RECONNECTION CHARGE

A service connection charge of Fifteen Dollars shall be charged to all customers requesting new service.

The Company shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance, a reconnection charge of Fifteen Dollars will be made.

When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or reestablish service, the charge will be Forty-five dollars.

12. ACCESS TO AND PROTECTION OF COMPANY'S EQUIPMENT ON CUSTOMER'S PREMISES

The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with same, and shall provide for their safekeeping. In case of loss or damage of the Company's property, the Customer shall pay to the Company the value of such property or the cost of making good the same.

13. COMPANY'S RIGHT OF ACCESS TO ITS EQUIPMENT ON CUSTOMER'S PREMISES

The Company shall have the right of access at all reasonable times to the premises on which its meters, other appliances and equipment are located for the purpose of examining or removing the same.

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14. REQUIRED STANDARDS OF CUSTOMER'S WIRING, PIPING, APPARATUS AND EQUIPMENT

The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

15. SERVICE TO BARN OR GARAGES

The Company shall not be required to install a service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

16. OBTAINING STREET OR OTHER PERMITS AND CERTIFICATES

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents access to the Customer's equipment and to enable its conductors to be connected therewith.

17. SPECIAL PROVISIONS FOR UNUSUAL COST TO PROVIDE SERVICE

Whenever the estimated expenditures for the equipment necessary to properly supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates, will in the opinion of the Company, be insufficient to warrant such expenditures, the Company may require a Customer to guarantee a minimum annual payment for a term of years or to pay the whole or a part of the cost of extending its lines to a Customer's premises or other reasonable payments in addition to the payments for electricity at the applicable rates.

18. POINT OF CONNECTION OF COMPANY'S SERVICE

The Company shall furnish on request detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Specifications for Electrical Installations booklet, as may be amended from time to time, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location and access of service connection facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

The Customer shall wire to the point designated by the Company, at which point the Company will connect its service. For a service meeting Company requirements (which requirements are set forth on the Company's website at http://libertyutilities.com/electricity/business_partners/technical_construction.html), the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as required by applicable law, and who is registered with the Company, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician registered with the Company for this purpose, and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

19. UNDERGROUND SERVICE

A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

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20. RATE FOR TRIAL INSTALLATIONS

The Company may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be not longer than is necessary for the demonstration and must be specified in the agreement.

21. AUXILIARY SERVICE PROVISIONS

All utility sales to a qualifying facility (as defined in section 26 of the Terms and Conditions of this Tariff) shall be billed according to the tariff provision that would apply if the qualifying facility had no generation, except that:

1. a net purchase or sale qualifying facility who has been receiving service prior to March 20, 1981 shall remain on the rate under which it has been receiving such service; and
2. no qualifying facility may purchase on a less expensive tariff than would be available if it had no generation.

22. DETERMINATION OF THE DEMAND

The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. In the case of extremely fluctuating loads, however, or under other special conditions, where the demand based as herein indicated would not equitably represent the Company's responsibilities, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes, or in accordance with the Fluctuating Load Policy of the Company. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument.

23. FLUCTUATING LOAD POLICY

In certain instances, extremely fluctuating loads or harmonic distortions which are created by customer's machinery may cause a deterioration of the Company's service to its other customers. Since service for such loads may require new facilities or the rearrangement of existing facilities, the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus and revenues meet the requirements referred to in Paragraphs 14 and 17 of the Terms and Conditions.

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If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to \$1.75 per month per KVA of transformer needed.

If the Company does not furnish a separate connection for such load but does install additional transformer capacity, other new facilities, or rearranges its existing facilities, the customer may be required to make a payment or other guarantees.

24. RELOCATION OF EQUIPMENT ON PRIVATE PROPERTY

Lines, poles and transformer stations on private property are usually situated in locations that were the result of negotiations and mutual agreement with the property owner. When the equipment is Company-owned and is used to supply more than one customer, permanent easements or other rights of way satisfactory to the Company should be obtained.

Relocation of Company-Owned Equipment

Subsequent changes in the location of Company-owned facilities on private property will in general be made by the Company at the Customer's expense.

The Company, however, will assume the expense of the relocation if the following conditions exist:

- a. The relocation is for the Company's convenience, or
- b. The relocation is necessary owing to the expansion of the Customer's operations and the expense is justified by the increased annual revenue.

(The preceding should not be construed to apply to a situation where the existing location is adequate to handle the expanded operations or where the relocation is requested solely for the Customer's convenience. In any such instance the relocation will be at the Customer's expense even though increased revenue will result from the expanded operations.)

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Relocation of Customer-Owned Equipment

All Customer-owned equipment on private property shall under any circumstances be relocated by the Customer or its Contractor at the expense of the Customer.

25. CUSTOMER STREET CROSSINGS

Customer-Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors over or under the street, the Customer should petition for the wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The Customer will own, operate and maintain the crossing.

Company-Owned

Should the Customer be unable to obtain the necessary permits or should the crossing entail attachments to Company-owned facilities or require the setting of poles in the public way, the Company, upon request, will petition for the wire crossing, subject to the following conditions:

- a. Construction - The Customer shall reimburse the Company for the entire construction cost of the crossing. Title to that portion of the crossing in the public way shall remain with the Company.
- b. Maintenance - All maintenance to that portion in the public way will be done by the Company at the expense of the Customer. In order to facilitate proper billing, a purchase order should be secured prior to any maintenance work.
- c. Removal of Street Crossing - Upon notice from the Customer that the crossing is no longer desired, the Company will remove the crossing at the Customer's expense. Any salvage value will be credited to the cost of removing the crossing; and in the event the credit exceeds the removal cost, the excess shall be refunded to the Customer.
- d. Street Crossing Agreement - All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

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26. ENERGY TRANSACTIONS WITH QUALIFYING FACILITIES

Energy Transactions

The Company will purchase electric energy from any small power producer, cogenerator, or limited electric energy producer (collectively referred to as a qualifying facility, or QF) in its service territory under the Limited Electrical Energy Producers Act (LEEPA, NH RSA Chapter 362-A) or under Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA, 16 U.S.C. 824a-3). Purchases will be subject to the following terms and conditions:

- a. Price - The price paid to the QF for energy delivered shall be the current Qualifying Facility Power Purchase Rate on file according to the time and voltage level of the delivery.
- b. Simultaneous Purchase and Sale - A QF may, at its option, be treated for billing purposes on either a simultaneous purchase and sale basis or on a net purchase and sale basis. Once a QF elects to be a “simultaneous” or “net” purchaser and seller, that election shall continue in effect for an initial term of one year, after which the QF may modify the election for the next year or terminate service by delivering one month’s prior written notice.

A simultaneous purchase and sale is an arrangement under which a QF’s entire output is considered to be sold to the Company, while power used internally by the QF is considered to be simultaneously purchased from the Company. A net purchase and sale is an arrangement under which the output of a QF is considered to be used to the extent needed for the QF’s internal needs, while any additional power needed by the QF is purchased from the Company and any surplus power generated by the QF is sold to the Company as surplus.

Capacity Transactions

The Company will make short-run capacity payments to a QF if (i) the QF executes a short-term contract to supply capacity with a minimum notice provision of one year, (ii) the sale by the QF meets the criteria established by NEPOOL for a capacity sale that contributes toward meeting the capability responsibility of the Company or its wholesale supplier, and (iii) the QF submits to a capacity audit performed by the NHPUC Engineering Department. The price paid to the QF for short-run capacity shall be based upon the short-run value of market capacity in dollars per kilowatt year, adjusted by voltage level of the delivery, in accordance with the Qualifying Facility Power Purchase Rate currently on file. The annual capacity rate shall be divided into twelve monthly installments and paid to the QF on the basis of its present demonstrated capability as determined by the capacity audit.

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Interconnection and Metering

The QF is responsible for all interconnection and metering costs in accordance with Supplemental Order No. 15,797 and Second Supplemental Order No. 15,910 (issued March 20 and April 20, 1981, in Docket No. DE 80-246). Before a transaction with a QF is made, the QF shall meet the minimum protection requirements contained in the Company's guidelines.

Purchases by the Company from a QF with an installed capacity of 100 kilowatts or more will be at rates that vary according to the time of day. The necessary time-of-day meter shall be installed at the QF's expense. The incremental cost for installing the time-of-day meter will be based on the difference between time-of-day and non-time-of-day installations for the classes listed below:

<u>Class</u>	<u>Time-of-Day</u>	<u>Non-Time-of-Day</u>	<u>Difference</u>
(i) Single Phase	\$219.89	\$ 47.98	\$171.91
(ii) Polyphase	\$1,946.23	--	--
(iii) Transformer-rated	These installations must be treated on a case-by-case basis; the metering cost difference will be assumed equal to the class (ii) cost difference.		

At its option and cost, the Company may install and maintain a time-of-day meter for a QF with an installed capacity between 30 and 99 kilowatts. Thereafter, purchases from such QFs will be at time varying rates.

A QF with an installed capacity under 100 kilowatts, which does not have a time-of-day meter installed pursuant to the paragraph above, shall be paid the averaged Qualifying Facility Power Purchase Rate unless the QF decides at its option and cost to install a time-of-day meter. If the QF so elects, the Company shall install a time-of-day meter, charging the QF according to the above schedule.

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Losses

The Qualifying Facility Power Purchase Rate includes adjustments for marginal line losses in the price paid for energy received from QFs smaller than 500 kW. Marginal line losses shall reflect losses from the subtransmission system to the interconnection point with the QF. The marginal loss factors may be recomputed from time to time to reflect changes in system losses.

For QFs 500 kW and above, the Company will perform a site-specific study of the line losses that are avoided by deliveries of electric energy from the QF. The actual cost of such study will be borne by the QF. For QFs less than 500 kW, a site-specific loss study may be requested by either the Company or the QF, with the requesting party bearing the cost of such study. Results of the line loss study will govern the price paid for energy received from the QF.

The site-specific loss study will reflect the changes in transmission and distribution losses on the Company's and its wholesale supplier's systems resulting from energy purchases from the QF, taking into account timing, location, and size of the energy deliveries. The loss analysis for the QF will be made on an equivalent DC circuit basis for, first, the local distribution system and, second, the transmission network.

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ATTACHMENT 1
QUALIFYING FACILITY POWER PURCHASE RATE

Energy Rates by Voltage Level (cents/kWh):

<u>Voltage Level</u>	<u>Peak Period</u>	<u>Off-Peak Period</u>	<u>Average</u>
Subtransmission	3.697	2.965	3.303
Primary Distribution	3.971	3.111	3.508
Secondary Distribution	4.111	3.184	3.612

Capacity Rates by Voltage Level:

<u>Voltage Level</u>	<u>\$/kW Year</u>	<u>\$/kW Month</u>
Subtransmission	\$27.80	\$2.32
Primary Distribution	\$30.44	\$2.54
Secondary Distribution	\$31.84	\$2.65

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LINE EXTENSIONS

Overhead Line Extension Policy

It shall be Granite State Electric Company's policy to require payments for overhead line extension construction expenditures as follows:

No payment for construction expenditures shall be required where the Company is requested to supply standard service to a Customer and the Company can supply such service without extending its overhead lines along public ways or on private property, or any combination thereof, more than three hundred feet. Except as hereinafter provided, where the Company must extend its overhead lines more than three hundred feet in order to supply such service, the Customer shall be required to make the following payments:

1. Payment by Customer for Single Phase or Three Phase Line Extension along Public Ways: Where the Company's single phase overhead lines must be extended more than three hundred feet along public ways, the Customer shall pay the Company for a period of five (5) years a monthly surcharge of \$0.04 for each foot of such single phase line extension along public ways in excess of three hundred feet. Where the Customer requests a three-phase line extension, the Customer shall pay the Company for a period of five years a monthly surcharge of 2% (24% annually) of the amount of investment required to provide three-phase service. In addition, the Customer shall be required to make an advance payment to the Company in the amount of the entire estimated cost of that portion of the overhead line extension to be constructed on private property. For line extensions in excess of 5,280 feet per customer the Company will require reasonable security and an agreement which shall include the preceding provisions.
2. Payment by Customer for Extension on Private Property: Where the Company's overhead lines must be extended less than three hundred feet along public ways but more than three hundred feet on private property or on a combination of public ways and private property, the Customer shall be required to pay the Company, in advance, the entire estimated cost of constructing the overhead line extension beyond the first three hundred feet.

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N.H.P.U.C. No. 18 - ELECTRICITY
LIBERTY UTILITIES

The Company may waive all or any part of the foregoing surcharge and/or required advance payment if, in its opinion, the annual revenue to be derived by the Company from the requested service is sufficient to justify undertaking the construction. In addition, where the Customer requests other than standard service or where extraordinary circumstances exist which indicate that the annual revenue to be derived by the Company from the requested service is insufficient to justify undertaking the construction under the foregoing provisions, the Company may require that the Customer execute a special contract containing such provisions as it deems appropriate before it commences construction of any required overhead line extension.

The Company will begin construction of a line extension upon the latter to occur (1) the completion of the wiring of the Customer's premises, or (2) payment by the Customer of any advance required under the foregoing provisions and execution by the Customer of a contract embodying the foregoing terms and containing such additional detailed provisions as may be appropriate.

Agreements for line extensions signed prior to the effective date hereof shall continue to be governed under the provisions of those existing agreements.

The Company may, at its option, decline to undertake construction during the period from December 1 to April 1 each year.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

**POLICY FOR INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT
FOR RESIDENTIAL DEVELOPMENTS AND MOBILE HOME PARKS**

1. Upon request from a Developer proposing to construct a Residential Development or Mobile Home Park, as hereinafter defined, where no distribution system exists, the Company will provide, own and maintain, subject to the provisions hereinafter set forth, an underground primary distribution system in public or private ways or rights-of-way to be installed throughout the entire development.
2. For the purposes of this Policy the following terms shall have the following meanings:
 - A. Residential Development - A residential subdivision consisting entirely of single family homes, duplexes, apartments, cluster homes, condominiums, or mobile homes, which has been approved for construction in its entirety by the proper authorities of the municipality in which it is located. In the case of developments with subsections, the Company may, at its discretion, use a reasonable subsection as the basis for the determination of payments required under this policy.
 - B. Mobile Home Park - A Residential Development in which mobile homes, each of which shall meet the following requirements, shall be located.
 1. Each mobile home must be individually metered;
 2. Each mobile home must be a minimum of ten feet wide, contain a minimum of 450 square feet of living area and must be the type of mobile home which requires a special permit and vehicle tractor, or “escort car”, for the over-the-road transportation;
 3. The capacity of the service entrance of each such mobile home must be 100 amperes or greater;
 4. Each mobile home must be located on a lot of at least 4,000 square feet in area; and
 5. The Mobile Home Park, and each mobile home located or to be located therein, must comply with all applicable provisions of law, and all necessary approvals of state and municipal government authorities must have been ordained.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

C. Developer - Any or all of the following: constructor, contractor, builder, developer, or land developer.

Permanently Set Meter - One which is set for an indefinite length of time (longer than one year) and installed in a meter socket which is a permanent part of a substantially complete dwelling unit intended for continuous use into the foreseeable future, including those meters approved by the Company to be installed on a post adjacent to the street property line.

Planned Services - Services for each single-family dwelling unit which could be erected within the development under applicable zoning and subdivision regulations. It will be assumed that one dwelling unit will be erected on each lot shown on the latest development map. Notwithstanding the foregoing, the Company may reasonably conclude that a greater or lesser number of Planned Services is contemplated for the Residential Development.

Public Ways - These portions of Residential Developments shown as streets or roads on the latest map, and which have been conveyed to the public through the usual procedural methods.

Private Ways - A way used by private persons or the public which has not been conveyed to the public through the usual procedural methods.

3. General Conditions

The Company may, at its option, be exempted from undertaking construction during the period from December 1 to April 1 each year.

Advanced payments and other charges, as set forth in paragraph 4 of this Policy, will be required for all extensions of electric distribution facilities on Public Ways in a Residential Development. Payments will be required before work is started. In the case of a large Residential Development with subsections, the Company may apply this Policy to one or more of such subsections.

The owners of record shall grant the Company, without cost, perpetual rights and easements free and clear of encumbrances of record, the form and content of which shall be acceptable to and approved by a property attorney of the Company, including rights of ingress and egress acceptable to the Company. Said easements and rights shall be obtained prior to the Company starting any construction.

Dated: July 03, 2012

Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio

Victor D. Del Vecchio

Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

- D. The Developer shall furnish the Company with an approved subdivision plan or plans, including a profile of each street or a topographic plan together with all available grades and land clearing information, street improvement details, the location of water mains, sewer lines, gas lines, property lines, and easements to parties other than the Company. The Developer's plans shall also contain a sequence of lot development, and an estimate of the time required to complete the development.
- E. The Developer shall:
1. Provide trenches and backfilling to the Company's specifications.
 2. Install, at its expense, conduits furnished by the Company for installation at any location when deemed necessary by the Company.
 3. The Company requires grade stakes at the property line and at transformer and service junction box locations, and the Developer shall place stakes showing final grades and lines, and grade to within two inches below final grade prior to the time at which the Company is requested to make the installation.
 4. Coordinate all other construction during the installation period so as to permit unimpeded operation of the cable placing equipment.
 5. Discuss with the Company and Municipal authorities a street lighting plan, prepared by or for the Developer, for the Residential Development well in advance of the underground system installation.
 6. Furnish to the Company, prior to the installation of the underground system, written proof that the Company's street lighting plan has been approved or disapproved by the Municipal authorities.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

7. Provide the secondary service trenches and conductors running from secondary connection points or transformer locations to residential buildings. Such trenches and conductors shall be maintained by the proper owner of record in accordance with Company specifications and with any local ordinances and/or bylaws applicable thereto. Such conductors may, at the Developer's option, be installed in duct or consist of a Company approved type of direct burial cable. Where the Company's metering devices are located on the outside of structures, the cable shall, in all cases, be enclosed in rigid galvanized conduit mechanically coupled to such devices and firmly attached to the structures supporting the devices. In addition, where direct buried cables are used, the rigid galvanized conduits shall terminate below grade at the level of the cable run in rigid galvanized conduit quarter bends complete with suitable bushings to prevent damage to the cables.

Distribution systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for underground secondary services. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

4. Advance Payments and Other Developer Cost Responsibilities:

- A. Where the Company provides an underground primary distribution system for the Residential Development, the Developer shall make a non-refundable payment to the Company in an amount equal to the difference in cost to the Company of installing an underground instead of an overhead system for Residential Development.

For the purposes of the foregoing, the advance payment required from a Developer will be calculated as follows:

1. The estimated cost of the installation of an underground distribution system for the Development
less:
2. The calculated cost of construction of an overhead distribution system which would be required to serve the Development, as determined on the basis of 300 feet of overhead distribution system construction per customer.

Dated: July 03, 2012
Effective: July 03, 2012

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Victor D. Del Vecchio
Title: President

However, if the estimated annual revenue to be derived by the Company from the requested service is not sufficient to justify undertaking the construction, the Company shall require, prior to beginning construction, a full payment of the cost of providing underground service.

All payments and charges set forth in this Policy are subject to change from time to time.

B. Other Developer Cost Responsibilities:

1. The cost of the installation of Temporary Service shall be borne by the Developer pursuant to the provisions of the Company's policy stated in paragraph 8 of the Terms and Conditions.
2. Tree trimming and stump removal costs incurred by the Company in connection with the installation of an underground distribution system shall be paid by the Developer.
3. Whenever, in order to properly supply electricity to a Residential Development, it is necessary to install types of underground facilities other than so-called "U.R.D. Direct Burial" or to install additional equipment or attachments due to changes requested by the Developer or local authorities, the Developer shall reimburse the Company for any additional costs incurred as a result thereof.
4. In any case where, in the opinion of the Company, additional costs will be incurred, such as new construction to reach the boundary of the Residential Development, the Company shall have the right to require the Developer to pay the estimated amount of any such additional cost before construction is begun.
5. In the event that the Developer fails to give the Company timely notice of the proposed completion of street surfacing, the Developer shall be responsible for any additional expense incurred by the Company as a result thereof. In the event that street surfacing is completed prior to

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

installation of the cable systems, the Developer shall be responsible for any additional expense caused thereby if such completion in any respect interferes with the installation of any facilities covered by this Policy.

6. If the Developer wishes to have street lighting service prior to the acceptance of the streets within a Residential Development by the Municipality, the Developer must agree to pay for such service until the Municipality assumes responsibility for such payments. To insure payment prior to the assuming of such responsibility by the Municipality, the Developer must file a bond or other acceptable surety equal to the cost of the proposed street lighting service for five years. The Developer must furnish written proof that the street lighting plan has been approved by the Municipality.

5. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

**POLICY FOR INSTALLATION OF UNDERGROUND DISTRIBUTION
EQUIPMENT IN COMMERCIAL AND INDUSTRIAL DEVELOPMENTS**

1. Installation of Underground Distribution Equipment:
2. Upon request from a Developer proposing to construct a Qualifying Development as hereinafter defined, the Company will provide, own and maintain, subject to the provision hereinafter set forth, an underground primary distribution system in public ways or rights-of-way to be installed throughout the entire development.
3. For purposes of this Policy, the following terms shall have the following meanings:
 - A. Developer - Any or all of the following: contractor, constructor, builder, developer or land developer.
 - B. Main Primary System - The primary distribution system to be owned and maintained by the Company within a Qualifying Development under this Policy.
 - C. Qualifying Development - A commercial or industrial development which meets all of the following conditions:
 1. Consists of permanent facilities and facilities accessory thereto.
 2. Consists of an area containing more than one building, or a single structure of such area or load density to require, in the Company's opinion, transformer installations at more than one location.
 3. Requires the installation of primary distribution facilities.
 4. Is built on a land area defined in a real estate development plan.
 5. Is approved by the appropriate regulatory bodies of the Municipality in which it is proposed to be located and such other agencies as may have jurisdiction.
 6. Is situated on land where no suitable electric distribution exists.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

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- D. The Developer shall provide the Company a plan, acceptable to the Company, showing all boundaries, grades, sidewalks, curb locations, water systems, storm and sanitary sewer systems, other underground structures or facilities, the location of all structures thereon and the locations of all areas within structures which are to be individually furnished electric service. The Developer's plans shall also contain a sequence of lot development, and an estimate of the time required to complete the development.
4. The division of work between the Company and the Developer, and the charges to the Developer for work done by the Company will be as follows:
- A. Division of Work
1. The Developer shall, in accordance with the Company's specifications and schedule, do all excavation and backfilling for the installation of the Company's cables. In addition, the Developer shall:
- Install pre-fabricated foundations for single phase pad mounted transformers and service junction boxes supplied by the Company, and furnish and install concrete foundations for three-phase pad mounted transformers, transformer enclosures or vaults, manholes, handholes, and ducts, service conductor connectors, conduits beneath paved surfaces, conduit as required for metering or switching facilities, any required conduit and metering accessories all in accord with the Company's specifications and requirements, and miscellaneous site work as specified by the Company.
- Service conductors from transformers to customer service entrance equipment, service connectors required to connect customer services to transformers, as well as any junction boxes or handholes required to accommodate multiple service conductors will be supplied, installed, owned and maintained by the Customer and/or Developer.
- The foregoing will include provisions for an underground supply to accommodate future street lighting requirements on ways to be accepted by the Municipality or Public Authority.

Dated: July 03, 2012
Effective: July 03, 2012

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Victor D. Del Vecchio
Title: President

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Transformers shall not be located more than ten (10) feet from a road or driveway surface, and suitable protection must be provided for transformers subject to possible vehicular damage. If a transformer is located more than ten feet from a road or driveway surface, then the Developer shall furnish, install, own and maintain all primary cable and primary cable terminations between the Main Primary System and the transformer.

2. The Company shall provide, install, own and maintain all primary cable, primary cable terminations, and transformers in the Main Primary System. In addition, at the Developer's election, the Company may provide, install, own and maintain transformers located within the Qualifying Development but away from the Main Primary System.

The Company will make all final connections to Company-owned equipment.

- B. Charges to the Developer - The Company will begin its construction on a timely basis after payment by the Developer of a non-refundable payment to the Company in an amount equal to the Company's estimated cost differential between an overhead distribution system and an underground distribution system to provide comparable service reliability. The Company's estimate will exclude items to be provided by the Developer.

For the purposes of the foregoing, the advance payment required from a Developer will be calculated as follows:

The estimated cost for the installation of an underground distribution system for the Development less the calculated cost of construction of an overhead distribution system which would be required to serve the Development, as determined on the basis of 300 feet of overhead distribution system construction per building served.

However, if the estimated annual revenue to be derived by the Company from the requested service is not sufficient to justify undertaking the construction, the Company shall require, prior to beginning construction, a full payment of the cost of providing underground service.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

For the purposes of this Policy, the provisions of Paragraph 17 of the Company's Terms and Conditions shall not in any respect be deemed inconsistent with the Paragraph 4(B).

5. The Developer will furnish, without charge to the Company, electric distribution rights-of-way acceptable to the Company and form and substance satisfactory to the Company's property attorney for all electric distribution facilities located in private ways or on private property. No construction will be started by the Company until the Developer secures such easements for, and at no cost to, the Company. The Company will prepare the easement form for the Developer.
6. Under conditions mutually acceptable to the other utilities involved and in conformance with any applicable code and utility specification, electric wires and cables, and other utility facilities may be installed in the same trench.
7. If the Developer wishes to have street lighting service along public streets prior to the acceptance of the streets within a commercial or industrial development by the Municipality, the Developer must agree to pay for such service until the Municipality assumes responsibility for such payments. To insure payment prior to the assuming of such responsibility by the Municipality, the Developer must file a bond or other acceptable surety equal to the cost of the proposed street lighting service for five years. The Developer must furnish written proof that the street lighting plan has been approved by the Municipality.
8. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

**INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT OTHER
THAN THAT COVERED BY RESIDENTIAL, COMMERCIAL, INDUSTRIAL
DEVELOPMENT POLICIES**

1. The Company will install underground electric distribution facilities at its expense, whenever in the Company's opinion it is economically reasonable and practical to do so.
2. In those cases where in accordance with Municipal Policy the Company causes its electric utility facilities to be constructed underground, and such construction, in the Company's opinion, results in costs substantially greater than overhead construction, a surcharge ("the underground surcharge") will be billed to the customers in such municipality, to provide additional annual revenues in an amount equal to the annual charges on the additional investment required for the underground facilities. However, the Company will not be required to install such underground facilities, whether new construction or replacement of existing overhead facilities:
 - A. In an amount of investment in any one year exceeding 10 percent of the previous year's gross revenues from customers within such municipality; or
 - B. Beyond its ability to obtain the materials, financing and staffing for the installation of such facilities without adversely affecting its operations in other municipalities within its service area; or
 - C. Contrary to any regulations, restrictions, limitations or order by the regulatory authorities having jurisdiction over the Company.
3. The underground surcharge applicable to each Municipality whose policy calls for electric utility facilities to be constructed underground will be filed annually with the New Hampshire Public Utilities Commission, on or before March 31 of each year, to be effective from April 1 of such year through March 31 of the following year. Such surcharge will be based upon data of the calendar year prior to the year of filing. The underground surcharge will be calculated by:
 - A. Multiplying the aggregate dollar amount of the additional investment in underground facilities within such municipality (calculated in accordance with Paragraph 4) by the percentage rate of the Company's annual charges on investments in electric facilities; and
 - B. Dividing the product thereof by the total revenue from sales of electric energy in such Municipality under filed rates containing an energy price schedule during said prior calendar year, excluding any surcharges for underground facilities which were a part of such prior year's revenues.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

4. The additional investment upon which the underground surcharge will be based in each Municipality will be determined as follows:
 - A. The investment in underground facilities made by the Company in new residential developments which qualify under the Company's filed Underground Residential Development Policy will not constitute a part of the additional investment for the purpose of calculating the underground surcharge.
 - B. For new underground construction other than that covered by Paragraph (A) above, the additional investment will be the cost of the underground installation less the Company's estimate of an equivalent overhead installation.
 - C. For replacement of existing overhead facilities by underground facilities, the additional investment in underground facilities will be the cost of the underground installation plus the cost of removal less salvage value of existing overhead facilities, less the Company's net investment in such existing overhead facilities.
5. In addition to the regular monthly bill for service, each customer will be billed, for each billing month, an underground surcharge amount equal to one-twelfth of the surcharge calculated pursuant to the provisions of Paragraph 3 above, times his bill for electric energy.
6. As stated in the Company's Terms and Conditions, underground construction beyond a point two feet inside the property line will be at the Customer's expense and will be owned and maintained by the customer. Replacement of existing overhead construction is conditioned on adequate assurance that existing Customers will provide the required underground service connection along the full distance being replaced.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

COMMERCIAL AND INDUSTRIAL CUSTOMER CONSTRUCTION ADVANCE POLICY

Pursuant to Paragraph 17 of its Terms and Conditions, it shall be Granite State Electric Company's policy to require advance payments from commercial and industrial customers for construction expenditures as follows:

Prior to undertaking construction of overhead facilities necessary to properly supply electricity to a Commercial or Industrial Customer, the Company shall determine, in accordance with the following Formula (the "Formula") whether the estimated annual revenue to be derived by the Company from the requested service is sufficient to justify undertaking the construction, and, if not, the Company shall require, prior to beginning construction, a full payment by the Customer of a construction advance in the amount determined by the Formula. For purposes of the foregoing, the Formula used shall be as follows:

$$\text{Cash Advance (A)} = C - [(R - W)] / c]$$

where:

- C = the estimated total cost of construction (excluding costs which, in the Company's opinion, are required to be incurred for system improvement)
- R = the estimated annual revenue less cost of fuel
- W = the estimated annual wholesale cost of power less cost of fuel determined by multiplying the estimated average cost per kWh of wholesale power by the estimated number of kWhs to be sold to the Customer
- c = the annual carrying charges measured at the time of construction expressed as a decimal

Each estimate and determination required above shall be determined by the Company which shall exercise good faith in making such determinations.

Where the calculation of (A) results in a positive number, a cash advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, no cash advance will be required.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

Whenever a cash advance is required from a Customer, the Company shall, in each of the four succeeding years on either the anniversary of the commencement of delivery of electricity or on a date determined by the Company, determine whether a refund of the construction advance is warranted by applying the Formula, as modified by using actual data for "R" and "W", and, if the actual cost of construction was less than the estimated cost, the actual construction cost for "C". If a negative "(A)" results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the Customer's usage or the collectability of the Customer's account, then the Company shall refund the entire construction advance without interest.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

**PROVISIONS FOR BILLING CHARGES ASSOCIATED WITH METER DIVERSIONS
AND DAMAGE TO COMPANY EQUIPMENT IN CONNECTION THEREWITH**

1. Under paragraph 12 of the Company's Terms and Conditions it is provided that in case of loss or damage to the Company's property on a customer's premises the Customer shall pay to the Company the value of the property or the cost of making good the loss or damage.
2. In those cases where, as a result of or in connection with diversion of electricity supplied by the Company to the Customer's premises, whether such diversion is carried out by bypassing the meter or other measuring device or by other means, the Company incurs expense for labor and/or materials, the Customer responsible therefore will be charged the costs incurred by the Company for such labor and materials. The costs so chargeable may include, but are not limited to, the cost of investigating the diversion and the miscellaneous charges for service associated therewith, the cost of supplying and installing an exchange meter, the cost of furnishing and installing tamper-resistant devices, the cost of testing the meter associated with the diversion and the cost of replacement of a meter which has been damaged.
3. Bills for charges associated with meter diversions will be rendered as soon as possible after completion of the work.

Dated: July 03, 2012
Effective: July 03, 2012

Issued by: /s/ Victor D. Del Vecchio
Victor D. Del Vecchio
Title: President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

Pastori Law Firm PLLC

PO Box 1465
Derry, NH 03038
603.498.7378
terripastori@comcast.net

September 30, 2015

Pamela G. Kozlowski, Circuit Clerk
New Hampshire Circuit Court
2nd Circuit – District Division – Lebanon
38 Centerra Parkway
Lebanon, NH 03766-0247

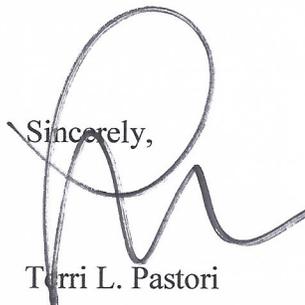
***Re: 20 West Park LLC et. al v. Liberty Energy Utilities (New Hampshire)
Corp. et. al, Docket No. 452-2015-CV-00030***

Dear Ms. Kozlowski:

For filing in the above-reference matter, I have enclosed a notice of my appearance on behalf of Liberty Energy Utilities (New Hampshire) Corp.

Should you have any questions, please feel free to contact me. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Terri L. Pastori". The signature is stylized with a large, looping initial "T" and a long, sweeping horizontal stroke at the end.

Terri L. Pastori

cc: Stephen P. Girwood, Esquire
Matthew Cairns, Esquire

STATE OF NEW HAMPSHIRE
SECOND JUDICIAL CIRCUIT

DISTRICT DIVISION – LEBANON

DOCKET NO. 452-2015-CV-00030

20 WEST PARK LLC, GODFREY ROAD HOLDINGS LLC, BALAGUR ASSOCIATES LLC,
AND RICHARD BALAGUR

Plaintiffs

V.

LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP. d/b/a LIBERTY UTILITIES
AND CITY OF LEBANON

Defendants

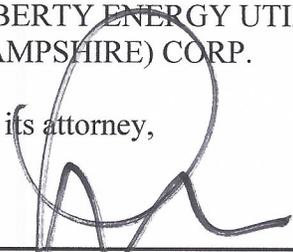
NOTICE OF APPEARANCE

Please enter the appearance of Terri L. Pastori as counsel for the defendant, Liberty Energy Utilities (New Hampshire) Corp., 15 Buttrick Road, Londonderry, NH 03053, in the above-captioned matter.

Respectfully submitted,

LIBERTY ENERGY UTILITIES (NEW
HAMPSHIRE) CORP.

By its attorney,



Terri L. Pastori (NH Bar No.12136)
PASTORI LAW FIRM PLLC
P.O. Box 1465
Derry, NH 03038
603.498.7378
terripastori@comcast.net

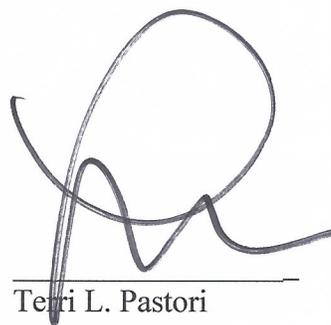
Dated: September 30, 2015

CERTIFICATE OF SERVICE

I hereby certify that on September 30, 2015, I forwarded a copy of the foregoing document to the following counsel of record by first-class mail postage prepaid:

Stephen P. Girwood, Esquire
PO Box 506
Lebanon, NH 03766

Matthew Cairns, Esquire
Gallagher, Callahan & Gartrell
214 North Main Street
PO Box 1415
Concord, NH 03302-1415



Terri L. Pastori

Pastori Law Firm PLLC

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603.498.7378
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November 4, 2015

By Overnight Delivery

Pamela G. Kozlowski, Circuit Clerk
New Hampshire Circuit Court
2nd Circuit – District Division – Lebanon
38 Centerra Parkway
Lebanon, NH 03766-0247

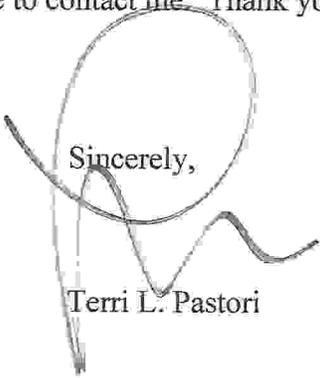
***Re: 20 West Park LLC et. al v. Liberty Energy Utilities (New Hampshire)
Corp. et. al, Docket No. 452-2015-CV-00030***

Dear Ms. Kozlowski:

For filing in the above-reference matter, I have enclosed the Answer, Brief Statement of Defenses, and Cross-Claims of Liberty Energy Utilities (New Hampshire) Corp.

Should you have any questions, please feel free to contact me. Thank you for your assistance.

Sincerely,



Terri L. Pastori

cc: Stephen P. Girwood, Esquire (with enclosure)
Matthew Cairns, Esquire (with enclosure)

STATE OF NEW HAMPSHIRE
SECOND JUDICIAL CIRCUIT

DISTRICT DIVISION – LEBANON

DOCKET NO. 452-2015-CV-00030

20 WEST PARK LLC, GODFREY ROAD HOLDINGS LLC, BALAGUR ASSOCIATES LLC,
AND RICHARD BALAGUR

Plaintiffs

v.

LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP. d/b/a LIBERTY UTILITIES
AND CITY OF LEBANON

Defendants

**ANSWER, BRIEF STATEMENT OF DEFENSES, AND CROSS CLAIM OF THE
DEFENDANT, LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP.**

NOW COMES, the Defendant, Liberty Energy Utilities (New Hampshire) Corp. (“Defendant”), by and through its attorney, Pastori Law Firm PLLC, and responds to the allegations in the Declaration and Complaint of the Plaintiffs, 20 West Park LLC, Godfrey Road Holdings LLC, Balagur Associates LLC, and Richard Balagur (“plaintiffs”) as follows:

PARTIES

1. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 and therefore they are denied.
2. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 and therefore they are denied.
3. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 and therefore they are denied.

4. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 and therefore they are denied.

5. The allegations in Paragraph 5 are denied with the exception of the allegations concerning Defendant's registered agent.

6. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6 and therefore they are denied.

JURISDICTION AND VENUE

7. The defendant states that Paragraph 7 consists of legal conclusions to which no responses are required.

BACKGROUND AND FACTS

8. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 and therefore they are denied.

9. Denied.

10. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 and therefore they are denied.

11. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 and therefore they are denied.

12. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 and therefore they are denied.

13. Denied.

14. Denied.

15. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and therefore they are denied.

16. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 and therefore they are denied.

17. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and therefore they are denied.

18. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 and therefore they are denied.

COUNT I (Negligence)

19. Defendant incorporates by reference and restates herein its responses to paragraphs 1 through 18 as if fully set forth herein.

20. Denied.

21. Denied.

22. Denied.

23. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 and therefore they are denied.

24. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 and therefore they are denied.

25. Denied.

COUNT II (Gross Negligence)

26. Defendant incorporates by reference and restates herein its responses to paragraphs 1 through 25 as if fully set forth herein.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Denied.

COUNT III (Violation of RSA 374:1)

32. Defendant incorporates by reference and restates herein its responses to paragraphs 1 through 31 as if fully set forth herein.

33. Defendant states that RSA 374:1 is a written document and speaks for itself. To the extent the allegations contained in Paragraph 33 are inconsistent with the provisions of RSA 374:1, they are denied.

34. Denied.

35. Denied.

COUNT IV (Breach of Contract)

36. Defendant incorporates by reference and restates herein its responses to paragraphs 1 through 35 as if fully set forth herein.

37. Denied.

38. Denied.

39. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39 and therefore they are denied.

40. Denied.

41. Denied.

COUNT V (Unjust Enrichment)

42. Defendant incorporates by reference and restates herein its responses to paragraphs 1 through 41 as if fully set forth herein.

43. Denied.

- 44. Denied.
- 45. Denied.
- 46. Denied.
- 47. Denied.
- 48. Denied.

First Affirmative Defense

The compliant fails to state a claim upon which relief can be granted against Defendant.

Second Affirmative Defense

The claims are barred in whole or in part by laches.

Third Affirmative Defense

Plaintiffs have suffered no harm or damages as a result of Defendant's conduct.

Fourth Affirmative Defense

Defendant states that the acts or omissions of which Plaintiffs complain were taken in whole or in part by persons or entities over whom they have no control and for whom they were not responsible.

Fifth Affirmative Defense

The claims in the complaint are barred in whole or in part by the statute of limitations.

Sixth Affirmative Defense

Defendant had no duty to maintain and repair the line in question.

Seventh Affirmative Defense

Plaintiffs' claims should be dismissed to the extent that they do not have standing to assert the claims because of a lack of ownership interest in the property allegedly impacted by the outage.

Eighth Affirmative Defense

Plaintiffs' claims fail because Liberty has fully, completely, and properly performed its obligations, if any, to Plaintiffs in every respect.

Ninth Affirmative Defense

Plaintiffs' claims fail to the extent that they failed to take appropriate steps to mitigate the alleged damages, if any.

Tenth Affirmative Defense

Plaintiffs' claims are barred by RSA 507:7-d because their fault is greater than any purported fault of Liberty.

Eleventh Affirmative Defense

Plaintiffs' recovery, if any, must be reduced pursuant to RSA 507:7-d.

Twelfth Affirmative Defense

Plaintiffs' recovery, if any, must be offset by the value of the assistance that Liberty voluntarily provided to the Plaintiffs' in repairing the line.

Defendant reserves the right to supplement its affirmative defenses based upon discovery in this case.

CROSS-CLAIMS AGAINST THE CITY OF LEBANON

Allegations Common to All Counts

1. Defendant/Plaintiff-in-Cross-Claim, Liberty Energy Utilities (New Hampshire) Corp. ("Liberty"), is a New Hampshire Corporation with its headquarters located at 15 Buttrick Road, Londonderry, NH 03053.

2. Upon information and belief, Defendant/Defendant-in-Cross-Claim, City of Lebanon (“Lebanon”), is a municipal corporation organized under the laws of the State of New Hampshire and has a principal place of business at 51 N. Park Street, Lebanon, NH 03766.

3. Plaintiffs in the underlying action, 20 West Park LLC, Godfrey Road Holdings LLC, Balagur Associates LLC, and Richard Balagur (“Plaintiffs”), filed a Declaration and Complaint against Liberty and Lebanon alleging that they lost power to their property from July 7, 2012 through July 11, 2012 and suffered damages as a result.

4. Plaintiffs claim that the loss of power was due to the failure of an underground high voltage line connecting the electrical distribution system of Liberty to a transformer on land owned by Lebanon.

5. Plaintiffs claim that Liberty and Lebanon refused to repair the line and restore power to Plaintiffs’ property.

6. Upon information and belief, the fault in the line occurred between the pole and the transformer on either the Plaintiffs’ or Lebanon’s property.

7. The Plaintiffs and/or Lebanon were responsible for maintaining and repairing the line in question that was on their/its property.

8. To that end, the current tariff provides: “A Customer’s premises may be connected to the Company’s aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company’s distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.”

9. Section 25 of the tariff provides:

CUSTOMER STREET CROSSINGS

Customer-Owned:

In the event a customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors over or under the street, the Customer should petition for the wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The Customer will own, operate and maintain the crossing.

COUNT I

(Contribution)

10. Liberty incorporates by reference and restates herein its allegations in paragraphs 1 through 9 as if fully set forth herein.

11. In the event that Liberty is found liable to Plaintiffs for the damages based on any theory asserted in Plaintiffs' Declaration and Complaint, which liability Liberty denies, Lebanon would be jointly liable in tort for the same damages and Liberty would be entitled to contribution because Lebanon, in the exercise of ordinary care, could have prevented the damages Plaintiffs allege.

COUNT II

(Indemnification)

12. Liberty incorporates by reference and restates herein its allegations in paragraphs 1 through 11 as if fully set forth herein.

13. In the event that Liberty is held liable to the Plaintiffs for damages based upon any theory asserted in Plaintiffs' Declaration and Complaint, which liability Liberty denies, then

Liberty is entitled to indemnification from Lebanon as any alleged damage was the result solely of the conduct of Lebanon and Liberty was without fault.

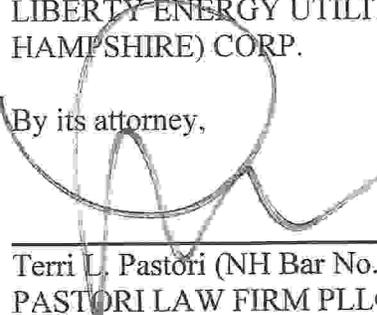
WHEREFORE, the Defendant/Plaintiff-in-Cross-Claim prays that this Honorable Court:

- A. Dismiss the Complaint;
- B. Alternatively, to the extent Liberty is found liable to the Plaintiffs, enter judgment on Liberty's cross-claims for contribution and indemnification against Lebanon; and
- C. Grant Liberty such other relief as the Court deems just and equitable.

Respectfully submitted,

LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP.

By its attorney,



Terri L. Pastori (NH Bar No.12136)
PASTORI LAW FIRM PLLC
P.O. Box 1465
Derry, NH 03038
603.498.7378
terripastori@comcast.net

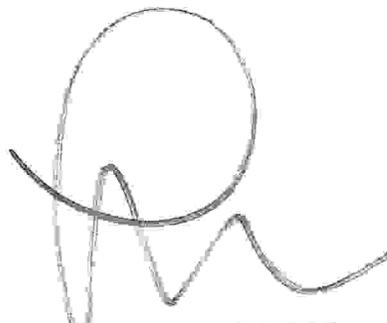
Dated: November 4, 2015

CERTIFICATE OF SERVICE

I hereby certify that on November 4, 2015, I forwarded a copy of the foregoing document to the following counsel of record by first-class mail postage prepaid:

Stephen P. Girwood, Esquire
PO Box 506
Lebanon, NH 03766

Matthew Cairns, Esquire
Gallagher, Callahan & Gartrell
214 North Main Street
PO Box 1415
Concord, NH 03302-1415



Terri L. Pastori

LAW OFFICE OF
STEPHEN P. GIRDWOOD, PLLC

20 WEST PARK STREET, SUITE 420
P.O. BOX 506
LEBANON, NH 03766
(603) 448-1177 (phone)
(603) 448-1188 (fax)
Email: stephen.girdwood@gmail.com

*Admitted to practice in
New Hampshire and Vermont*

February 12, 2016

HAND DELIVERED:

Pamela G. Kozlowski, Clerk
New Hampshire Circuit Court
2nd Circuit - District Division
38 Centerra Parkway
Lebanon, NH 03766-1407

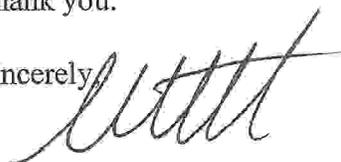
RE: 20 West Park LLC, et al v. Liberty Utilities, et al

Dear Ms. Kozlowski:

Enclosed for filing with the Court please an Assented to Motion to Continue Mediation (scheduled for February 23rd). A certificate of service is included with the pleading.

Thank you.

Sincerely



Stephen P. Girdwood

enc.

cc: Richard Balagur
Terri L. Pastori, Esq.
R. Matthew Cairns, Esq.

**THE STATE OF NEW HAMPSHIRE
SECOND JUDICIAL CIRCUIT
DISTRICT DIVISION - LEBANON DOCKET NO. 452-2015-CV-00030**

**20 WEST PARK LLC, GODFREY ROAD HOLDINGS LLC, BALAGUR ASSOCIATES
LLC, and RICHARD BALAGUR
Plaintiffs**

v.

**LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP. d/b/a LIBERTY
UTILITIES and CITY OF LEBANON,
Defendants**

ASSENTED TO MOTION TO CONTINUE MEDIATION

NOW COMES, Plaintiffs, by and through their counsel, Stephen P. Girdwood, Esq., and requests that the mediation scheduled for February 23, 2016 be continued for a period of four (4) to six (6) weeks, and in support of said motion states as follows:

1. The Court has scheduled this matter for mediation on February 23, 2016 at 1:15 PM.
2. There are significant pending discovery requests that have been exchanged between the parties, and it is expected that responses will not be received before the end of this month. Plaintiffs propounded discovery upon both defendants via mail on January 29, 2016 and Defendant, Liberty Utilities, propounded discovery upon the other parties via mail on February 1, 2016.
3. In addition, Defendant, City of Lebanon, has been granted a conditional default for which Plaintiff intends to seek reconsideration. Plaintiffs further intends to try and supplement its discovery response which could vacate the conditional default.

4. Mediation would be much more fruitful if the parties have the time to respond to the pending discovery requests, as the issue of liability in this case needs significant research by the parties.
5. Further, the issue of the conditional default should be resolved before mediation takes place.
6. Postponing the mediation four (4) to six (6) weeks should give the parties time to resolve the pending discovery issues and such a postponement would not cause prejudice to any party.
7. Counsel for both Liberty Utilities and the City of Lebanon have been contacted and both have given assent to this motion.

WHEREFORE, Plaintiffs request the following relief:

- A. That the Court continue the mediation scheduled for February 23, 2016 for a period of four (4) to six (6) weeks; and
- B. Grant such other relief the Court deems just and equitable.

Respectfully submitted,

20 WEST PARK LLC, GODFREY ROAD HOLDINGS
LLC, BALAGUR ASSOCIATES LLC and RICHARD
BALAGUR, Plaintiffs

Date: 2-12-14

By: 
Their Attorney

LAW OFFICE OF STEPHEN P. GIRDWOOD, PLLC
Stephen P. Girdwood, Esq.
P.O. Box 506
Lebanon, NH 03766
(603) 448-1177
NH Bar ID# 9997

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the within objection was served this date upon the following individuals by mailing said copies via first-class mail, postage prepaid to:

R. Matthew Cairns
Gallagher, Callahan & Gartrell
214 N. Main Street
Concord, NH 03301

Terri L. Pastori, Esq.
Pastori Law Firm PLLC
PO Box 1465
Derry, NH 03038

Dated: 2-12-16



Stephen P. Girdwood, Esq.

**THE STATE OF NEW HAMPSHIRE
SECOND JUDICIAL CIRCUIT
DISTRICT DIVISION - LEBANON DOCKET NO. 452-2015-CV-00030**

**20 WEST PARK LLC, GODFREY ROAD HOLDINGS LLC, BALAGUR ASSOCIATES
LLC, and RICHARD BALAGUR
Plaintiffs**

v.

**LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP. d/b/a LIBERTY
UTILITIES and CITY OF LEBANON,
Defendants**

PARTIALLY ASSENTED TO MOTION TO STAY ACTION

NOW COMES, Plaintiffs, by and through their counsel, Stephen P. Girdwood, Esq., and ask the Court to temporarily stay this proceeding, and in support of said motion states as follows:

1. Plaintiffs and defendant, Liberty Utilities ("Liberty"), have agreed that the question of liability in this matter should appropriately be submitted to the New Hampshire Public Utilities Commission ("PUC") which is in a position to both review the facts and the relevant utility laws and regulations with expertise.
2. Plaintiffs and Liberty have agreed at mediation to seek a decision from the PUC either through a complaint filed by Plaintiffs or through a certified question submitted through this Court to the PUC. Plaintiffs have elected to proceed with a complaint to the PUC.
3. Plaintiffs and Liberty have agreed that any decision on the merits by the PUC related to liability for the claims asserted in this matter by Plaintiffs shall be binding upon the parties in this action.

4. Should Liberty be found liable by the PUC for the failed electric transmission line, the matter would return to this Court for a hearing on damages. If the PUC were to determine no liability on the part of Liberty, the claims in this matter against Liberty would be dismissed.

5. Counsel for Liberty has assented to this motion.

6. The defendant, City of Lebanon (the "City"), has at this time neither assented to nor objected to the request for a stay, as the City and Plaintiffs are reviewing the City's role going forward in the litigation. Currently, there is a motion pending with the Court to vacate the default awarded to the City by motion concerning discovery in the case.

7. Judicial economy would be served by having the PUC determine liability in this case.

8. As the case before this Court is one seeking reimbursement of expenses already paid, and where Plaintiffs and Liberty seek to voluntarily submit the issue of liability to the PUC, there would be no prejudice to any party should the Court agree to stay this matter pending a PUC decision.

WHEREFORE, Plaintiffs request the following relief:

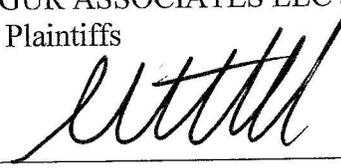
A. That the Court order a temporary stay of this matter pending a decision on the merits by the PUC concerning liability of the parties for the repair and maintenance of the electric transmission line at issue in this case; and

B. Grant such other relief the Court deems just and equitable.

Respectfully submitted,

20 WEST PARK LLC, GODFREY ROAD HOLDINGS
LLC, BALAGUR ASSOCIATES LLC and RICHARD
BALAGUR, Plaintiffs

Date: 4/18/16

By: 

Their Attorney

LAW OFFICE OF STEPHEN P. GIRDWOOD, PLLC
Stephen P. Girdwood, Esq.
P.O. Box 506
Lebanon, NH 03766
(603) 448-1177
NH Bar ID# 9997

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the within Motion to ~~Vacate~~^{Stay} was served this date upon the following individuals by mailing said copies via first-class mail, postage prepaid to:

R. Matthew Cairns
Gallagher, Callahan & Gartrell
214 N. Main Street
Concord, NH 03301

Terri L. Pastori, Esq.
Pastori Law Firm PLLC
PO Box 1465
Derry, NH 03038

Dated: 4/18/16



Stephen P. Girdwood, Esq.