

BEFORE THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

ONE COURT STREET ASSOCIATES

Complaint Against Liberty Utilities

5/9/17

ATTACHMENTS

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Clifton Below

From: Spencer, Winston <Winston.Spencer@lebcity.com>
Sent: Monday, December 14, 2015 11:17 AM
To: 'clifton.below@gmail.com'
Cc: Hunnewell, Calvin; Brooks, David
Subject: FW: EXPOSED WIRES AT TRANSFORMER, RIVER VALLEY COMMUNITY COLLEGE

Hi Clifton,

Here is the correspondence I've had with Liberty Utility concerning the transformer with the pedestal issues that sits behind the old Woolworth building. I'll forward the pictures I have to you also. Let me know who the owner of the pedestal is and how to get the damaged pedestal replaced before something happens.

Thanks,
Win Spencer Jr.
Lebanon Electrical Inspector
51 North Park St.
Lebanon NH 03766
Tel: 603-448-1524

-----Original Message-----

From: Richard Huntley [<mailto:Richard.Huntley@libertyutilities.com>]
Sent: Wednesday, December 09, 2015 3:35 PM
To: Spencer, Winston
Cc: Andrew Salter; Anthony Strabone; Melvin Emerson
Subject: RE: EXPOSED WIRES AT TRANSFORMER, RIVER VALLEY COMMUNITY COLLEGE

Win,
The transformer belongs to Liberty Electric, but the decaying metal structure that the transformer sits upon is part of the custom customer owned raceway and as such, the raceway falls under the city's jurisdiction. Let me know the direction that you would like to follow as this will certainly require a combined effort between the customer, the city and Liberty Electric. Thank you for bringing this to our attention.
Rick Huntley

-----Original Message-----

From: Andrew Salter
Sent: Wednesday, December 09, 2015 7:59 AM
To: Richard Huntley <Richard.Huntley@libertyutilities.com>
Subject: FW: EXPOSED WIRES AT TRANSFORMER, RIVER VALLEY COMMUNITY COLLEGE

-----Original Message-----

From: Spencer, Winston [<mailto:Winston.Spencer@lebcity.com>]
Sent: Monday, December 07, 2015 11:57 AM
To: Andrew Salter
Subject: FW:

Morning Andrew,

When I went to do an inspection at the mall location of the River Valley Community College (old Lebanon College) on the Mall I noticed the existing transformer which has this base that has significant rust issues. Not sure if this base supports the transformer or not.

Thanks,

Win Spencer Jr.
Lebanon Electrical Inspector
51 North Park St.
Lebanon NH 03766
Tel: 603-448-1524

-----Original Message-----

From: Win Spencer Jr. [<mailto:wfsjr52@yahoo.com>]
Sent: Monday, December 07, 2015 11:37 AM
To: Spencer, Winston
Subject:

CONFIDENTIALITY NOTICE

The information contained in this e-mail and all attachments may contain privileged or confidential information. If you are not the intended recipient or received this communication by error, please notify the sender and delete the message and all attachments from your system without copying or disclosing it.

MEMORANDUM

To F. J. Brown Lebanon, New Hampshire April 15, 1965
COMPANY OR LOCATION

FROM K. E. Gordon Dist. Eng. Office, No. Andover FILE 41.1.3
COMPANY OR LOCATION

SUBJECT _____

GRANITE STATE ELECTRIC COMPANY
LEBANON HOUSING AUTHORITY
PLAN "B1" CENTRAL BUSINESS DISTRICT
LEBANON, NEW HAMPSHIRE

In accordance with the verbal request of March 16, 1965, we have prepared the estimated difference in cost in Plan "B1" (Revision March 1965) of the Lebanon Housing Authority for the central business district of Lebanon, New Hampshire, of our placing our lines underground rather than overhead as follows:

Estimate of New Underground System

Cost of new underground system	\$127,000.
Cost of new underground street lighting system	21,000.
Total cost of new underground system	\$148,000.

Estimate of Overhead System Additions

Cost of necessary additions to overhead distribution system	\$ 18,000.
Cost of necessary overhead and underground street lighting system	11,000.
Total cost of system additions	\$ 29,000.

The estimated difference in cost between serving this area underground instead of overhead is: \$119,000.

The overhead estimate assumes that an easement can be obtained for a pole line skirting the easterly side of the Mascoma River from relocated Hanover Street and across the parking lot to the existing overhead line beyond the north-easterly end of the proposed railroad tunnel.

These estimates are based on the proposed electric construction necessary in this area being done as a single complete project, and not a series of projects spread over an extended period of time, and also developed generally in accordance with Plan "B1", revision March 1965. The underground cost estimate assumes that customers will provide space for transformers on their property and will install underground primary cable and conduit from two feet inside the property line to the transformers. All secondary conduit and cable on customer's property are assumed at customer's expense. The overhead estimate assumes the same conditions except that the underground primary service cable and conduit (at customer's expense) be from the point of connection on the pole in the street to the transformer on customer's property. The overhead street lighting estimate provided for underground supplied street lights in the existing underground street light area.

The underground and overhead estimates did not provide for any parking area lighting or ornamental lighting the walk area.

It should be realized that the figures shown are not based on firm information on loads, locations of new buildings and type of service to be supplied. When such information is available, it may be necessary to revise our estimates.

KEG/nad

cc: F.J. Brown (2) E.P. Bailey A.S. Trowbridge
H.J. Beauchemin R.A. Gove L.E. Dolan C.L. Robinson

Liberty004

adopted
12/21/65

DOCUMENTS RELATING TO
LEBANON BUSINESS DISTRICT PROJECT

NEW HAMPSHIRE R-14

CONTENTS

URBAN RENEWAL PLAN

MAPS 1-4, 8, 9, 11, 13-21; EXHIBITS A and C

RELOCATION PROGRAM

FINANCIAL ESTIMATES FOR THE PROJECT

PREPARED BY

THE LEBANON HOUSING AUTHORITY

JOHN L. BROWN, CHAIRMAN

PAUL G. BOND, VICE CHAIRMAN

HENRY F. SELLE, TREASURER

FRANCES B. DUDLEY, SECRETARY

NELSON A. CRAWFORD

MICHAEL ROSENTHAL

EXECUTIVE DIRECTOR

Lebanon 001

URBAN RENEWAL PLAN
as the
REDEVELOPMENT PLAN
of the
LEBANON BUSINESS DISTRICT PROJECT
NEW HAMPSHIRE - R-14

LEBANON HOUSING AUTHORITY
CITY OF LEBANON
GRAFTON COUNTY
NEW HAMPSHIRE

INTRODUCTION

Pursuant to Chapter 205, New Hampshire Revised Statutes, Annotated 1955, as amended, the Lebanon Housing Authority has prepared this Redevelopment Plan for that portion of the City of Lebanon known as the Lebanon Business District.

The Urban Renewal Plan as The Redevelopment Plan of The Lebanon Business District Project N.H. R-14 consists of pages i through 17 of this document, Exhibit A, containing three maps, Exhibit B, The Zoning Ordinance of the City of Lebanon, including any amendments thereto, and Exhibit C, the Relocation Program.

The maps included in Exhibit A are: No. 2 Project Area Map; No. 3 Proposed Land Use Map; No 4 Property Map.

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EXHIBIT A: PLAN MAPS

Map No. 2 Project Area
Map No. 3 Proposed Land Use
Map No. 4 Property Map

EXHIBIT B: ZONING ORDINANCE AND ZONING MAP OF THE CITY OF LEBANON

EXHIBIT C: RELOCATION PROGRAM

B. DESCRIPTION OF PROJECT (continued)

2. Urban Renewal Plan Objectives

a. Plan Objectives.

The objectives of the plan are to create a central business district and downtown facility in compliance with the Comprehensive Plan. The primary objective is one to create an atmosphere that is conducive to private investment. This area, that in 1964 was devastated by a disastrous fire is still plagued with some marginal and dilapidated structures as well as inefficient street layouts. It is proposed that urban renewal be used as a tool in formulating a comprehensive downtown plan which realistically conceived and executed and provided with a unified design will make downtown once more a functional element of the City of Lebanon. The basic objectives of the Urban Renewal Plan are: 1.) to remove substandard buildings; 2.) elimination of blighting influences; 3.) to provide for needed public facilities; 4.) to remove properties impeding disposition and for sound land use development; 5.) to acquire properties to accomplish necessary land use changes; 6.) to create arterial improvements in the circulation plan.

- i. Substandard buildings were found during the structural evaluation survey of the project area. All substandard structures found during the property survey are slated for removal for reasons of substandardness and the uneconomical aspect of rehabilitation.
- ii. Deficient structures and those exerting blighting influences on adjacent properties are recommended for removal. The reason for this is to remove structural obsolescence in a building used for warehousing that is inadequate to carry floor loads and it is poorly located. Structural deficiencies and the elimination of narrow and congested streets are the cause for removal of structures on Court Street.

Structures need to be removed for the widening of Court Street. This is necessary in order to implement the flow of traffic through the downtown area and into the proposed off-street parking facilities. At present Court Street is too narrow to permit two-way traffic which results not only in congestion but in hazardous conditions because the buildings are so close to the right of way that widening the street is impossible. Sidewalks are less than three feet wide with heavy pedestrian circulation and the building at 39 Court Street projects into the right of way, creating a blind spot in this section of road where the terrain and a curved roadway will require a good line of sight.

- iii. The renewal plan calls for the establishment of parking, pedestrian mall and for the amenities necessary to create an atmosphere adaptable to the proposed disposition parcels. This is proposed to be a new downtown, a new environment, and the public's responsibility must be met by providing the parking facilities, service facilities, and pedestrian areas. To do this, properties that were burned out must be acquired to provide acceptable topography in accomplishing the ends of the plan. The public

B. DESCRIPTION OF PROJECT (continued)

b. Considerations in the formulation of the plan (continued)

acquires the properties necessary to accomplish the objectives hoped for in this renewal plan for downtown Lebanon.

3. Types of Proposed Renewal Actions.

Proposed action within the Project area consists primarily of clearance and preparation for redevelopment. Project improvements will include the relocation and improvement of Hanover Street, construction of a new Hanover Street bridge, elimination of the Mill Street railroad grade crossing, enclosure of the railroad within 80% of the Project area, construction of a shoppers' mall, construction of new streets, realigning, widening, and adjusting the profile of existing streets, and provision of off-street parking and loading areas. In addition to the necessary relocation and placement underground of utilities, underground improvements include the provision of separate storm and sanitary sewer systems and the relocation and extension of water lines.

C. LAND USE PLAN

1. Land Use Map. See Map No. 3 "Proposed Land Use Map".

- a. Thoroughfare and street rights-of-way. Shown on Map No. 3
- b. All other public uses. See Map No. 3
- c. Land Uses not covered by C 1a and C 1b. See Map No. 3

2. Land Use Provisions and Building Requirements

The provisions of Section C.1.a through C.2.d and all provisions of the Renewal plan shall apply to all land within the Project area.

The following controls and regulations shall apply to all land within the Project area:

- i. To use and devote such real property only for the purpose and in the manner stated in C.1.a through C.2.d.
- ii. To comply with such terms and conditions relating to the use and maintenance of such real property as are necessary to carry out the provisions of the Redevelopment Plan as provided in Sections C.1.a - C.2. d.
- iii. To include a covenant or other appropriate requirement in every deed or lease prohibiting the execution of any covenant, agreement or other instrument restricting the sale, lease, occupancy or use of any such real estate upon the basis of race, creed, or color.
- iv. To begin the building of new structures within one year from the date of the original deed from the Housing Authority.

D. PROJECT PROPOSALS (continued)

3. (ii) (continued)

objectives of this Plan. While the redeveloper will be given freedom in concept, design, and layout within the standards specified in this Plan, the structures and any facilities to be erected must reflect architectural expression and techniques so as to signify quality and permanence.

(iii) Final plans and specifications must be submitted to the Authority for approval to insure conformance with the preliminary submission as approved.

(iv) Preference to relocated Owners and Tenants

The Lebanon Housing Authority shall give preference to purchase and/or lease project land to qualified owners and tenants displaced from the project area, for a period of 60 days from the date when land is first offered for disposition. Following the expiration of said 60 days, the Authority may sell and/or lease project land to any qualified redeveloper. All redevelopers who construct rentable space shall give preference to displaced owners and tenants who indicate their interest in occupying such space within a period of 90 days from the date of purchase and/or lease of project land by the redeveloper and provided the intended reuse is in conformity with the redevelopment Plan. The rental agreement between the redeveloper and the prospective tenant shall be formalized within a reasonable period of time agreed upon by the redeveloper and the Authority.

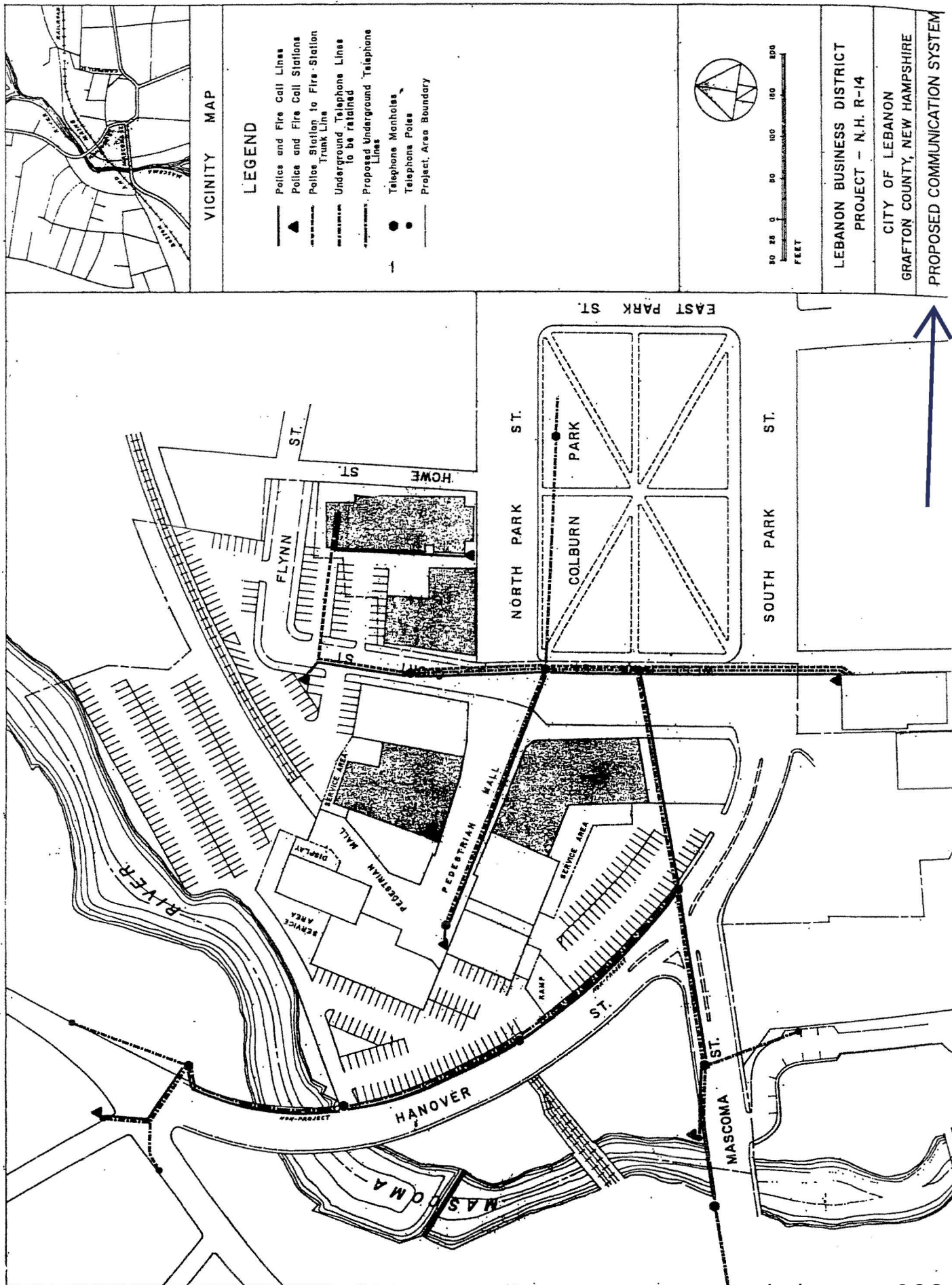
→ 4. Underground Utility Lines

Underground utility lines are proposed to be located on proposed public facilities such as streets and parking and no special acquisition for the placement of public utilities underground is anticipated.

E. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

Redevelopment Plan

Section 4, Chapter 205, New Hampshire Revised Statutes, Annotated 1955, as amended, provides that: "... a plan (herein called the "Redevelopment Plan") which provides an outline for the development or redevelopment of said area and is sufficiently complete (1) to indicate its relationship to definite local objectives as to appropriate land uses and improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements; (2) to indicate proposed land uses and building requirements in the area; and (3) to indicate the method for the temporary relocation of persons living in such areas; and also the method for providing (unless already available) decent, safe and sanitary dwellings substantially equal in number to the number of substandard dwellings to be cleared from said area, at rents within the financial reach of the income groups displaced from such substandard dwellings".



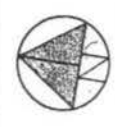
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VICINITY MAP

LEGEND

- Overhead lines
- Underground lines
- Poles
- Mannole
- Transformers
- Street Lights

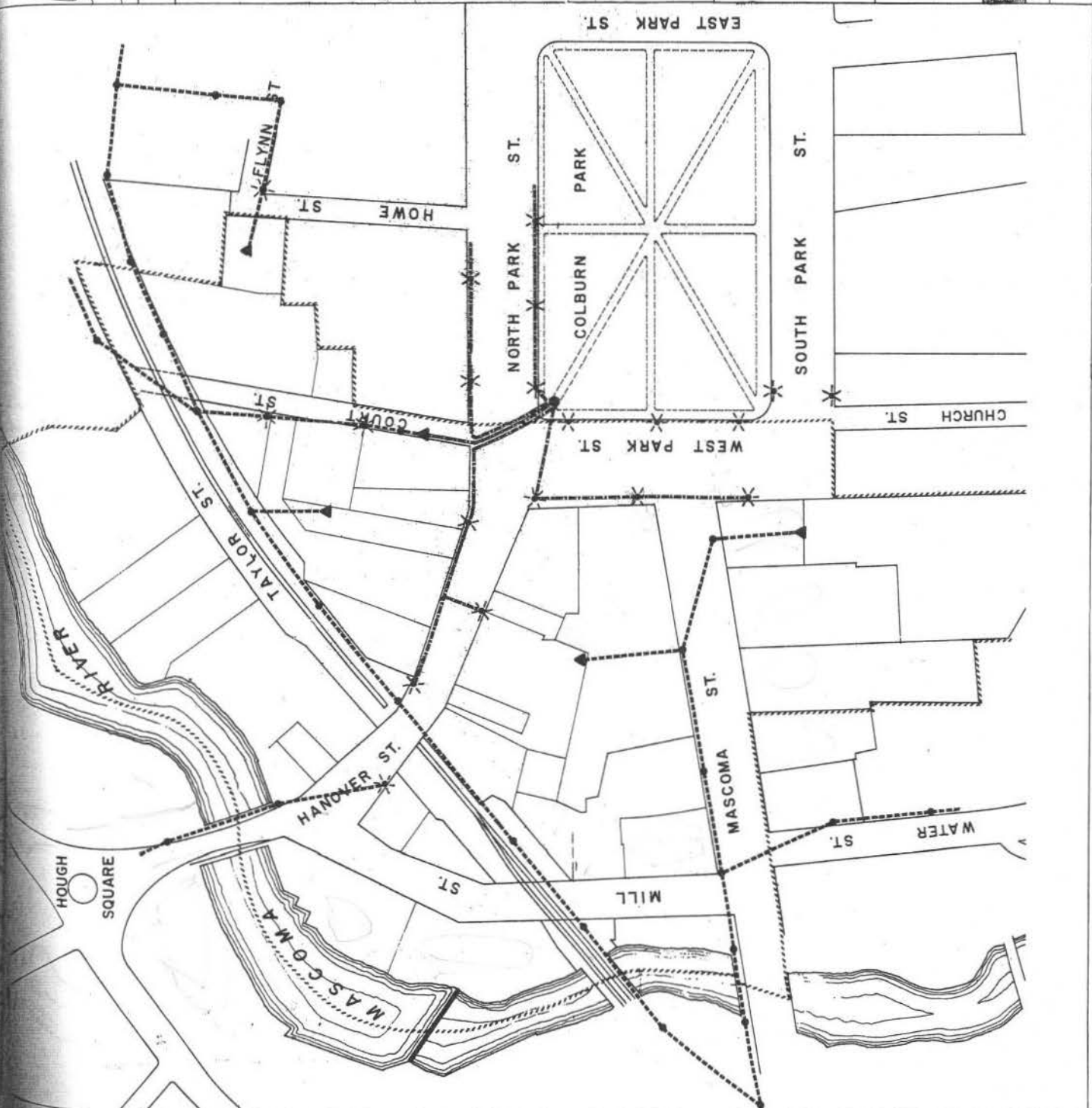


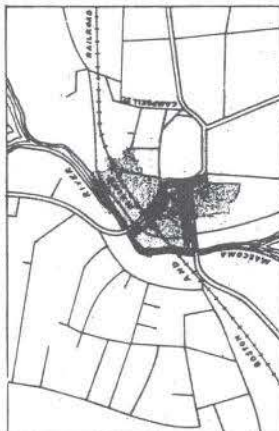
LEBANON BUSINESS DISTRICT
PROJECT - N.H. R-14

CITY OF LEBANON
GRAFTON COUNTY, NEW HAMPSHIRE

EXISTING ELECTRIC SERVICE
AND LIGHTING

DATE MAR '85
HANS KLUNDER ASSOCIATES
PLANNING & RENEWAL
CONSULTANTS
MAP NO. 15
CODE NO. R-224





VICINITY MAP

LEGEND

- Pole with one light
- Existing wood pole to be retained
- Effective limit of light
- Underground service line
- Proposed service manhole
- Existing service manhole
- Overhead service line
- Proposed power transformer station
- Existing power transformer station
- Proposed underground power line
- Overhead power lines to be retained
- Project area boundary
- Lights in public rights of way
- Lights in park or parking areas



LEBANON BUSINESS DISTRICT
PROJECT - N. H. R-14

CITY OF LEBANON
GRAFTON COUNTY, NEW HAMPSHIRE

PROPOSED ELECTRIC &
LIGHTING SYSTEMS

DATE MAR 65
MAP NO. 10
CONSULTANTS
HANS KLUNDER ASSOCIATES
PLANNING & RENEWAL
R-224

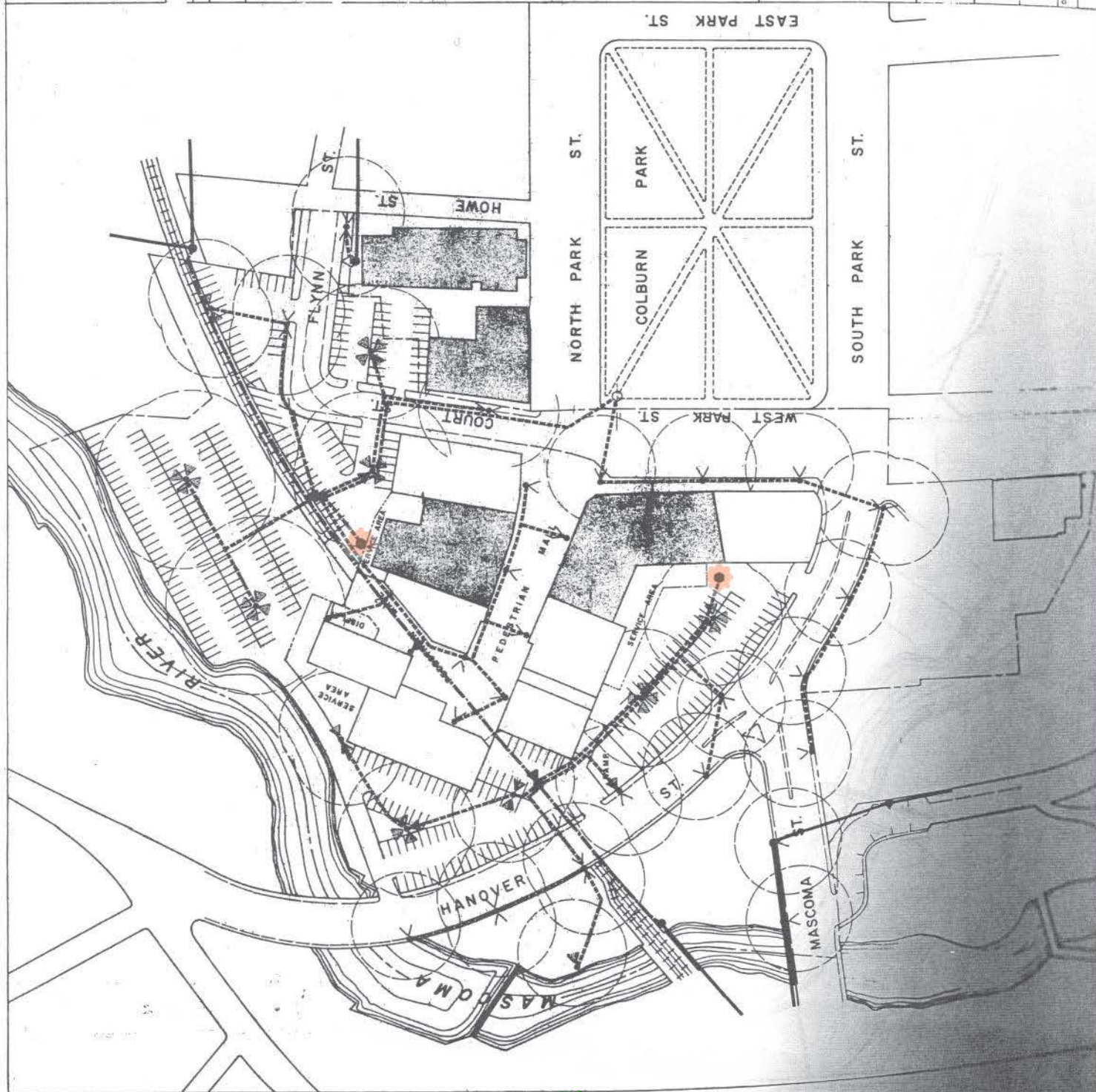


TABLE II
SUMMARY OF SUPPORTING FACILITIES
CITY AND STATE NON-CASH GRANTS-IN-AID

<u>IMPROVEMENT</u>	<u>ESTIMATED TOTAL COST</u>	<u>CITY** & STATE SHARE</u>	<u>LEBANON'S SHARE</u>	<u>ESTIMATED CREDIT TO PROJECT</u>
Relocation of Hanover Street and adjustment of Mascoma Street *	\$315,076	\$157,538	\$78,769	\$153,583
Hanover Street Bridge *	159,016	79,508	39,754	39,754
Hanover Street Reconstruction - Hough Square to Bridge *	8,800	4,400	2,200	2,200
Jacking of Mascoma Street Bridge *	10,000	5,000	2,500	2,500
Traffic Signals - Hanover Street at Mascoma Street *	8,850	4,425	2,212	3,677
Public Parking Lots	209,776	-	209,776	206,421
Trunk Water Line (Installed 1964)	7,990	-	7,990	5,240
Relocation of Electric & Telephone Lines	131,800	-	25,000	25,000
TOTAL				\$438,375

* The Federal Bureau of Public Roads is expected to contribute 50% of the highway and bridge work.

** State and City expenditures are eligible as "local" contributions to the Project.

C. L. ROBINSON
LEBANON

F. J. Brown

Lebanon, N. H.

July 18, 1966

K. E. Gordon

Dist. Eng. Office, No. Andover

41.1.3

GRANITE STATE ELECTRIC COMPANY
LEBANON HOUSING AUTHORITY
PLAN "E1" CENTRAL BUSINESS DISTRICT
LEBANON, NEW HAMPSHIRE

In accordance with request of May 6, 1966, we have prepared estimates by streets for Plan "E1" (Revision March 1965) for overhead distribution and street lights and also underground distribution and underground fed street lights summarized as follows:

<u>Street</u>	<u>U. G.</u> <u>Dist.</u> <u>System</u>	<u>U. G.</u> <u>St. Ltg.</u> <u>System</u>	<u>Total</u> <u>U. G.</u> <u>Cost</u>	<u>O. H.</u> <u>Dist.</u> <u>System</u>	<u>O. H.</u> <u>St. Ltg.</u> <u>System</u>	<u>Total</u> <u>O. H.</u> <u>Cost</u>
Hanover	\$ 46,700.	\$ 5,900. 1,900.	\$ 54,500.	\$	\$ 2,100. *1,900.	\$ 4,000.
Hanover & Daval.				22,000.		22,000.
Messons	23,000.	2,600.	25,600.		800.	800.
West Park	19,600.	5,000.	24,600.		*5,000.	5,000.
Court	33,150.	2,800.	35,950.		*2,800.	2,800.
Flynn	10,700.	1,700.	12,400.		*1,700.	1,700.
Taylor		<u>2,200.</u>	<u>2,200.</u>		<u>550.</u>	<u>550.</u>
	\$133,150.	\$22,100.	\$155,250.	\$22,000	\$14,850.	\$36,850.

*Revise Existing Underground Street Lights

The estimated difference in cost between serving this area underground instead of overhead is \$118,450.

A 5% increase in costs is anticipated for each additional year construction is delayed.

Liberty006

F. J. Brown
Page 2
July 18, 1966

The overhead estimate assumes that an easement will be granted to the company for a pole line skirting the easterly side of the Mascota River from relocated Hanover Street and across the parking lot to the existing overhead line beyond the north-easterly end of the proposed railroad tunnel.

These estimates are based on the proposed electric construction necessary in this area being done as a single complete project, and not a series of projects spread over an extended period of time, and also developed generally in accordance with Plan "B1" revision March 1965. The underground cost estimate assumes that customers will provide space for transformers on their property and will install underground primary cable and conduit from two feet inside the property line to the transformers. All secondary conduit and cable on customer's property are assumed at customer's expense. The overhead estimate assumes the same conditions except that the underground primary service cable and conduit (at customer's expense) be from the point of connection on the pole in the street to the transformer on customer's property. The overhead street lighting estimate provides for the underground supplied street lights in the existing underground street light area.

The underground and overhead estimates do not provide for any parking area lighting or ornamental lighting or installation of heat in the walk area.

It should be realized that the figures shown are not based on firm information on loads, locations of new buildings and type of service to be supplied. When such information is available, it may be necessary to revise our estimates.

R. E. Gordon
K. E. Gordon

HEG/jh


cc: F. J. Brown (2)
H. J. Benachemin
E. P. Bailey
B. A. Gove
A. S. Trowbridge
L. E. Dolen
C. L. Robinson

Liberty007

→ The matter of acting on a request to the power and telephone companies to remove poles and overhead wires within the limits of Urban Renewal Project NH-R-14 and place said utilities in underground conduits was passed over.

- 108 Resolution of Howard Townsend, seconded by Laurence Howard, Resolved by the City Council of the City of Lebanon that the contract between the City, the Lebanon Housing Authority and Metcalf & Eddy Engineers of Boston, Massachusetts, for design and engineering services relating to improvements by the City and the Lebanon Housing Authority within the urban renewal project area, in the amount of \$81,300.00 (the City's share is \$16,000.00 and the share of the Lebanon Housing Authority is \$65,300.00) is hereby approved subject to the approval of the Federal Department of Housing and Urban Development of said contract. The City Manager is hereby directed to execute this contract jointly with the Lebanon Housing Authority and to take all necessary actions to carry out the terms of the agreement. Metcalf & Eddy have agreed to provide monthly statements indicating engineering costs chargeable to the Lebanon Housing Authority and the City. The City Manager is authorized, upon presentment of such statements for services rendered under this contract, to make payment of the City's share as provided by said contract. Seven voted for the Resolution. William Barry voted against. Resolution declared adopted by the Mayor.
- 109 Resolution of George Edson, seconded by Merle Hamilton, Resolved by the City Council of the City of Lebanon that the contract agreement for engineering services for highway improvement (Lebanon, US 287 (3) C-7641) between the State of New Hampshire Department of Public Works and Highways, and Metcalf & Eddy Engineers is hereby approved. Seven voted for the Resolution. William Barry voted against. Resolution declared adopted by the Mayor.
- 110 Motion of George Edson, seconded by Howard Townsend, that the City Manager and Chief of Police be authorized to place two eligible candidates for position of junior grade police sargent on a 6 months probationary period. Five voted for the Motion. Laurence Howard and Merle Hamilton voted against. Motion declared adopted by the Mayor.
- 111 Motion of George Edson, seconded by Howard Townsend, that meeting be adjourned at 9:38 P.M. Motion voted for and adopted by unanimous vote.

Respectfully submitted,


City Clerk

→ Notes: Mr. Anthony Romano, Executive Director of the Lebanon Housing Authority was present to present reports and detailed explanations on Urban Renewal Project NH-R-14.

May 3, 1967

Mr. Roland J. Dubay
City Manager
Lebanon, New Hampshire

Dear Mr. Dubay:


The Housing Authority is pleased to learn that the City of Lebanon has completed the financing which now enables the city to assume its share of the total estimated cost to carry out the business district urban renewal plan. It is suggested that a meeting between the City Council and Authority be arranged so that we may explain to the Councilmen the elements which make up the city's share of project costs and the procedures in which contributions will be made. Perhaps a special meeting will be in the offing so that other pertinent matters may be discussed and acted upon.

You will find attached a narrative statement for each item the Housing Authority wishes to have considered.

Sincerely yours,

Anthony W. Romano
Executive Director

CONTENTS

1. LEBANON'S SHARE OF PROJECT COSTS.
2. MINIMAL SITE IMPROVEMENTS.
3. INSTRUCTIONS TO THE UTILITY COMPANY. 
4. PROPOSED URBAN RENEWAL DESIGN AND ENGINEERING CONTRACT; AND HIGHWAY ENGINEERING CONTRACT.
5. OPEN DISCUSSION OF PROJECT ACTIVITIES.

Both of these items would have the effect of increasing the tax rate.

Plan B, which would treat the L.H.A. as a taxpayer would have somewhat of a "status quo" effect on the rate.

2. MINIMAL SITE IMPROVEMENTS

There will be times when the Housing Authority would wish to have minimal site improvements made within the project. All construction or clearance work that is undertaken by a private contractor has to be done under a detailed contract; which in cases involving minimal improvements are not practicable. The preparation of the Lander's site for temporary parking presents a good example of the improvements to which we are referring. The Authority is permitted to request the City to undertake such work, and upon completion pay the City for the actual expenses incurred.

We request that the City Council authorize the City Manager to cooperate with the Housing Authority in making possible any future site improvements which would be of benefit to the City; provided that the normal maintenance duties and construction programs of the highway department are not disrupted.

3. INSTRUCTIONS TO THE UTILITY COMPANY

You are referred to the attached legal opinion as regards the relocation of utility facilities.

Who is to assume the expense of placing overhead facilities underground? This question has never been resolved in New Hampshire. There is a bill now pending in the Legislature, which if passed, would distribute such costs equally between the utility company and the local authority. No one can predict if the bill will pass, or even if it will be acted on this session. Lebanon's renewal plan specifies that the utility lines are to be located underground; therefore, it is imperative that decisive action be taken by the parties who are charged with the task of executing the project.

Legal counsel for the Housing Authority is of the opinion that as state statutes now read, the utility company must shoulder the expense; and in accordance with the instructions of legal counsel to the Authority, the City of Lebanon is requested to instruct the Granite State Electric Company to prepare for underground installation of its facilities and such work will be completed at the company's expense unless future State Legislation dictates differently.

From May 10, 1967 Lebanon City Council minutes

BAKER & PAGE
ATTORNEYS AT LAW
HANOVER STREET
LEBANON, NEW HAMPSHIRE
03756

AREA CODE 603
448-2720

April 13, 1967

Lebanon Housing Authority
24 Hanover Street
Lebanon, New Hampshire

Gentlemen:

You have requested our opinion as to whether the Granite State Electric Company can be compelled to relocate certain of their facilities underground at their own expense in connection with Urban Renewal Project N.H. R-14, currently underway in Lebanon.

Under RSA 254:3 the City is given the authority to grant an utility the necessary permit or license for the erection or installation of "poles, structures, conduits, cables or wires in, under or across any such highway..." and any utility wishing to undertake such a project must first secure such a permit or license. Sec. 254:2 states that any such projects may be undertaken as provided in Ch. 254 and not otherwise.

Chapter 254 does not grant the utilities an absolute right to such permission from the City; sec. 254:3 (IV) reads as follows:

"IV. LICENSES. The petitioner may petition such selectmen to grant a license for such poles, structures, conduits, cables or wires. If the public good requires the selectmen shall grant a license for erecting and installing or maintaining the poles, structures, conduits, cables or wires described in the petition." [Emphasis added]

Sec. 254:16 states that the utility does not gain a prescriptive right to the use of a certain location, thus

obviating any claim of a property interest in the present location of its lines.

The licenses granted by the City Council may be changed when required by the public good. Sec. 254:5. The change may be as far reaching as revocation. A utility or licensee which is aggrieved by the decision of the City Council in this respect may petition the Superior Court for a review of the decision.

Further, the City may give notice to the owner of poles that the poles are to be removed and, if the poles are not removed within the time specified in the notice, the City may remove them at the expense of the owner. See RSA 254:19-23.

The purpose of Chapter 254, taken as a whole, is to allow the cities and towns to regulate the use of roads and highways within their respective limits. The municipalities may not use this chapter in an effort to impede one utility nor to further the effort of a competitor. Parker-Young v. State, 83 N.H. 551. It seems reasonable to assume that the Supreme Court of the State of New Hampshire might rule that such regulation of the highways includes the removal of wires to an underground location. Keeping in mind the broad purpose of the Chapter as expounded in the Parker-Young case, supra, it must be remembered that the statute also gives the municipalities the power to regulate the placement of wires underground whether in conduits, or otherwise; and the mention of underground facilities is not new to the statute but, indeed, was there prior to the decision in the Parker-Young case. See also Trust Co. v. Electric Co., 71 N.H. 192.

There is no direct authority in New Hampshire on the question involved here but there is one case which indicates the direction which the Supreme Court might take if it were presented with this question. In discussing whether a bill to compensate utilities for relocation necessitated by the federal highway program, which bill was then under consideration in the Legislature, would be constitutional if passed by the Legislature, the Court

Lebanon Housing Authority

Page 3

April 13, 1967

adverted to the common law rule that "utilities are required to relocate their facilities at their own expense whenever public health, safety or convenience require change to be made." Opinion of the Justices, 101 N.H. 527 (1957). The Court went on to say that although this was the common law rule, the Legislature could change the rule if it desired, thereby shifting the burden for such relocation to the state. The conclusion to be drawn is that in the absence of such a statute the common law rule places the burden upon the utility.

A similar rationale guided the New York Court of Appeals in New York Telephone Company v. City of Binghamton, 18 N.Y. 2d 152 (1966), wherein the Court decided that the utility involved would have to relocate due to a street closing which was part of a housing project. The opinion is not controlling upon the New Hampshire Court, of course; and the facts are distinguishable - the telephone facilities were relocated from one underground location to another rather than from above the ground as in Lebanon. These differences are not, however, persuasive insofar as they may be used to dismiss the case entirely. The New Hampshire Court would certainly look at the case and might well decide to follow the same rationale and the same common law rule.

We would also call your attention to a bill recently introduced in the New Hampshire Legislature, House Bill No. 350 which would generally provide for 50% payment for utility relocation. Passage of this bill would indicate a legislative feeling that the remaining 50% of the cost was and is at the expense of the utility.

We are therefore of the opinion that under the present State of New Hampshire law, the cost of the proposed relocation of the facilities of the utility in question is not compensable and must be borne by the utility.

The Authority should therefore request the City Council to take action in conformity to the Plan, pursuant to Sec. 254:5 RSA.

Very truly yours,

BAKER & PAGE

By

William G. Baker

ld

September 27, 1967

Notice of regular meeting was delivered to each Councilman on September 26, 1967 by the Lebanon Police Department by order of the City Clerk.

Meeting was called to order at 7:30 P.M. by Mayor Evans. Channing Brown was absent.

- 210 Motion of Howard Townsend, seconded by Laurence Howard, that minutes of the Public Hearing of September 13, 1967, minutes of the regular meeting of September 13, 1967 and minutes of the special meetings of September 19, 1967 and September 25, 1967 be accepted as submitted. Motion voted for and adopted by unanimous vote.
- 211 Motion of Merle Hamilton, seconded by Howard Townsend, that all bids submitted for a sweeper be rejected. Motion voted for and adopted by unanimous vote.
- 212 Motion of Howard Townsend, seconded by William Barry, that the City Council appoint Peter Karp as acting City Manager, effective October 21, 1967, to act at the pleasure of the City Council. Three voted for the Motion. Merle Hamilton, George Edson, Robert Dow and Laurence Howard voted against. Motion was lost.

Mayor Evans announced the appointments of Channing Brown, George Edson, and Howard Townsend to act as a selection committee for replacing the City Manager.

Mr. Emory Bailey and Attorney Richard Couser, representing the Granite State Electric Company, was present and discussed with the Council, the matter concerning the placing of overhead utilities underground in the urban renewal area. Costs of such an installation and whether the City or the Granite State Electric Company would be liable for such costs were touched upon by Mr. Bailey and Attorney Couser.

Anthony Romano, LHA Director and Attorney William Baker were present to represent the Lebanon Housing Authority.

It was the decision of the City Council to meet with the City Attorney to seek legal advise concerning this matter.

- 213 Resolution of Howard Townsend, seconded by George Edson, that the Resolution passed by the Lebanon City Council on January 25, 1967 which reads: "Resolution of George Edson, seconded by Channing Brown, Resolved: That for the purpose of paying current maintenance and operation expenses for the financial year ending December 31, 1967, the City Treasurer, with the approval of the City Manager, be and he hereby is authorized and empowered, under and pursuant to the Municipal Finance Act, to borrow a sum or sums of money from time to time during the current financial year, ending December 31, 1967, in anticipation of taxes of said financial year, and to issue and sell at discount temporary notes of the City of Lebanon not exceeding in aggregate principal amount outstanding at any one time six hundred thousand (\$600,000.00) dollars. All such notes shall be signed by the City Manager and countersigned by the City Treasurer, shall have the City seal affixed thereto, and shall mature not later than one year from their respective dates, Except as herein or otherwise provided, discretion to fix the dates, maturities, denomination, discount rate, form and other details of said notes and the sale thereof, be and it hereby is delegated to the City Treasurer, with approval of the City Manager, and it is further resolved that the bid of the National Bank of Lebanon at the price of 3.25% be accepted. Resolution voted for and adopted by unanimous vote."

November 8, 1967

Notice of regular meeting was delivered to each Councilman on November 6, 1967 by the Lebanon Police Department by order of the City Clerk.

Meeting called to order at 7:30 P.M. by Mayor Evans. All members of the Council were present.

- 236 Motion of George Edson, seconded by Channing Brown, that minutes of the Public Hearing of October 24, 1967 and minutes of the regular meeting of October 25, 1967 be accepted as submitted. Motion voted for and adopted by unanimous vote.
- 237 Motion of Howard Townsend, seconded by Laurence Howard, that the City Council authorize the City Manager to accept the deed of Norco Corporation for a certain tract of land on Riverdale Parkway. Motion withdrawn.
- 238 Motion of Channing Brown, seconded by George Edson, that the office of the City Attorney is hereby authorized to institute legal proceedings in the Superior Court for Grafton County for the construction, interpretation and resolution of the legal rights of the City to alter certain licenses and/or permits of the Granite State Electric Company so as to require the underground installation of electrical transmission facilities in the Urban Renewal Area and the apportionment of costs of said relocation; further, to pursue such proceedings until legally terminated. Motion voted for and adopted by unanimous vote.
- 239 Motion of Channing Brown, seconded by Howard Townsend, that the Motion of August 31, 1967 - "Motion of Laurence Howard, seconded by George Edson, that two more ballots be cast and that these ballots would be the final ballots cast by this Council. Motion voted for and adopted by unanimous vote.", be rescinded subject to a written ruling of the City Attorney. Motion withdrawn.
- 240 Motion of George Edson, seconded by Howard Townsend, that the City Manager be granted permission to set up an overdraft in the amount of \$1,400.00 for the shade tree account to come from unexpended balance. Motion voted for and adopted by unanimous vote.
- 241 Motion of Channing Brown, seconded by Merle Hamilton, that the City Manager be authorized to transfer \$10,000.00 from the City general fund to the Water Department in order to pay all bills and that the fund be repaid the City as water receipts permit. Motion voted for and adopted by unanimous vote.
- Mayor Evans announced that a special meeting would be held Thursday, November 9, 1967 at 4 P.M. to canvass the vote of the November 7th City election in accordance with the City Charter.
- 242 Motion of Howard Townsend, seconded by Laurence Howard, that the City of Lebanon accept ~~XXXXXX~~ the bid of Twin State Cable TV, Inc. in the amount of \$10,100.00 for the balance of the so-called Gilson property in the Industrial Park. Motion voted for and adopted by unanimous vote.

January 9, 1969

MEMORANDUM FOR THE RECORD

A meeting was held at the Lebanon Housing Authority on January 8, 1969, between representatives of the Granite State Electric Company and Lebanon Housing Authority to discuss the electrical system. Those present:

Emory Bailey, President, Granite State Electric
Carl Robinson, Granite State Electric
S. E. Perry, New England Power Service
Maurice Freedman, Project Manager, Metcalf & Eddy
Harold R. Gruenberg, Electrical Engineer,
Metcalf & Eddy
James Hickingbotham, Resident Engineer, Metcalf
& Eddy
Anthony W. Romano, Lebanon Housing Authority
Executive Director

A. W. Romano: The purpose of this informal meeting is to explore the possibility of an alternate electric system in the project area. It is imperative that we at least consider alternatives even though no one present can commit himself to any revised plans. We are all aware of the following:

- (a) the urban renewal project is under construction
- (b) a utility plan must be agreed to within weeks
- (c) DHUD has disallowed the cost of an underground system as an eligible project expenditure
- (d) litigation is imminent in order to determine who is to assume underground expense, i.e., utility company or the housing authority and the city
- (e) DHUD will not allow an escrow account and Granite State Electric is not prepared to proceed with installation in accordance with final plan
- (f) government representatives and expert consultants were to have visited Lebanon months ago to survey the project area and to offer the Authority guidance
- (g) installation of the electric system must begin as soon as weather conditions permit.

M. Freedman: We are consultants to the Lebanon Housing Authority. Now that construction has begun, it is our responsibility to assist the Authority in its

Liberty021

effort to execute and complete the project. The utility matter is in limbo; we would wish to discuss any solutions which any one present may have to offer. Mr. Gruenberg of our firm is with us to advise us on the technical aspects and Mr. Hickingbotham is our resident in charge of project execution.

The aesthetics of the renewal area must be preserved; the government and city are spending hundreds of thousands of dollars to upgrade the area, and large sums are to be expended on private redevelopment. We cannot permit an unsightly electrical distribution system which would detract from other surrounding improvements. Perhaps a plan can be devised which would be acceptable to the locality in terms of aesthetic quality, and at the same time be acceptable to Granite State Electric in terms of overall cost.

E. Bailey: Our group fully understands the purpose of this meeting -- it is exploratory. The Authority had suggested that our company install our main cables through the railroad tunnel by hanging same in the upper corner of the tunnel; our initial reluctance to accept this proposal has not changed. Mr. Perry, our advisor from N.E.P.S., will convey our reasons.

S. Perry: The tunnel is to be in excess of 300 feet in length and would present innumerable maintenance problems, such as:

- (a) limited accessibility
- (b) difficulties with the railroad to gain entrance on the right-of-way and the problem of making arrangements for railroad signalmen and engineers during repairs
- (c) manholes would have to be constructed at both ends of the tunnel, again, conflicting with the railroad right-of-way
- (d) we would be the owners of a combined underground-overhead system, which by previous experience has been difficult and costly to maintain
- (e) we object to hanging cables in the tunnel because it is an unsafe practice.

C. Robinson: I have been working out a system installation which I feel would be visually attractive and would be much less costly to install than the complete underground network.

At this point Mr. Robinson's plan was thoroughly reviewed and discussed for the three hours. In brief; the plan and other suggestions offered would provide:

- (a) a limited number of poles to be placed in a strategic locations
- (b) a combination of poles being either steel or wood
- (c) poles are to be colored or painted
- (d) all wiring is to be gray
- (e) all cables will be of extra strength properties to reduce sagging and the cables will be gray
- (f) all cables and wires will be strung vertically rather than in the normal horizontal fashion
- (g) underground conduit to be used from poles to transformers situated in parking lot areas
- (h) three pad-mounted transformers to be placed in inconspicuous areas throughout the project
- (i) electric sources from transformers to existing and future buildings will be via underground
- (j) overhead wiring will be kept to an absolute minimum
- (k) Granite State Electric will study possible underground installation by the utility in the Court Street area which services Colburn Park and some other light standards in the City
- (l) Mr. Freedman will have Metcalf & Eddy electrical engineering department prepare a preliminary plan of the various installations outlined above
- (m) Mr. Romano will ask for a final decision from the City Manager concerning the rental of lighting facilities in the parking lots and streets.

Clearance not possible on poles available on land with vertical growth, - Combination of things considered.

January 9, 1969

- (n) A subsequent meeting will be arranged as soon as the subject revised plan has been drafted.



Anthony W. Romano,
Executive Director

AWR:ee

cc: Emory Bailey
Carl Robinson ✓
S. E. Perry
Maurice Freedman
Harold R. Gruenberg
James Hickingbotham

March 3, 1969

Notice of regular meeting was delivered to each Councilor on February 28, 1969 by the Lebanon Police Department by order of the City Clerk.

Meeting called to order at 7:30 P.M. by Mayor Edson, All Councilors were present.

Roger Wilson led members of the Council and the audience in the salute to the flag.

Motion of Channing Brown, seconded by Merle Hamilton, that minutes of the Public Hearing of February 17, 1969, minutes of the regular meeting of February 17, 1969, minutes of the two public hearings of February 20, 1969, minutes of the special meeting of February 20, 1969 and minutes of the special meeting of February 27, 1969 be accepted as corrected. Motion voted for and adopted by unanimous vote.

The matter of granting a license to Granite State Electric Company to install a padmount transformer in Colburn Park was passed over.

The Matter of granting a license to hold a circus at Rich's Department Store was passed over. (See March 17, 1969)

Motion of Shirley Merrill, seconded by Laurence Howard, that the Loitering Ordinance be accepted as submitted. Eight voted for the Motion. Roger Wilson voted against. Motion declared adopted by the Mayor.

Motion of Mary Demers, seconded by Paul Goodhue, that the City Council take steps in writing a letter to the Civil Aeronautics Board signifying apposition to the Northeast Airlines changing the New England - Great Lakes air route and that copies of the letter be sent to our Congressmen and Senators. Motion voted for and adopted by unanimous vote.

Motion of Mary Demers, seconded by Paul Goodhue, that letters be sent directly to Senator Norris Cotton, Senator Thomas J. McIntyre, Congressman James C. Cleveland and Congressman Louis C. Wyman, soliciting aid concerning changing the air routes. Motion voted for and adopted by unanimous vote.

Motion of Paul Goodhue, seconded by Mary Demers, that the City Council go on record as opposing reduction of operational hours at the flight service station. Motion voted for and adopted by unanimous vote.

Anthony Romano, Executive Director of the Lebanon Housing Authority, gave a report on the modified overhead-underground electrical system in the urban renewal area.

Motion of Laurence Howard, seconded by Paul Goodhue, that the City Council approve the \$28,000.00 project of the relocation of electric utilities in the urban renewal area. Motion voted for and adopted by unanimous vote.

Members of the Council agreed that in the future the City Manager shall present invoices over \$500.00 for the Council to review but that Council action will not be necessary.

Motion of Paul Goodhue, seconded by Carl Foster, that the meeting be adjourned at 9:12 P.M. Motion voted for and adopted by unanimous vote.

Respectfully submitted,

Quincy J. Doyle
City Clerk

CLR

LEBANON HOUSING AUTHORITY
COMMERCE BUILDING
LEBANON, NEW HAMPSHIRE 03766

COMMISSIONERS

JOHN L. BROWN, CHAIRMAN
PAUL G. BOND, VICE CHAIRMAN
WILFRED J. TREMBLAY, TREASURER
FRANCES E. DUDLEY, SECRETARY
NELSON A. CRAWFORD

DIAL 1-603-448-8686

March 4, 1969

Mr. Emory Bailey, President
Granite State Electric Company
North Park Street
Lebanon, New Hampshire

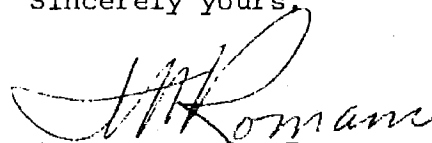
Dear Mr. Bailey: re: Proposed Electric System,
Lebanon, New Hampshire

Please be advised that the Commissioners of the Lebanon Housing Authority voted unanimously on February 26, 1969, to approve the modified overhead-underground system for the Urban Renewal Project. The proposal was submitted to the Lebanon City Council on March 3, 1969, and in like manner, the Council voted its unanimous approval.

The agreements which were made as the result of numerous meetings with you and your staff are outlined in the minutes which you will find attached. If you note any exception to the items as outlined, please notify us immediately.

We trust that the decisive actions of the City Council and Authority will enable you to plan for the work which lies ahead.

Sincerely yours,



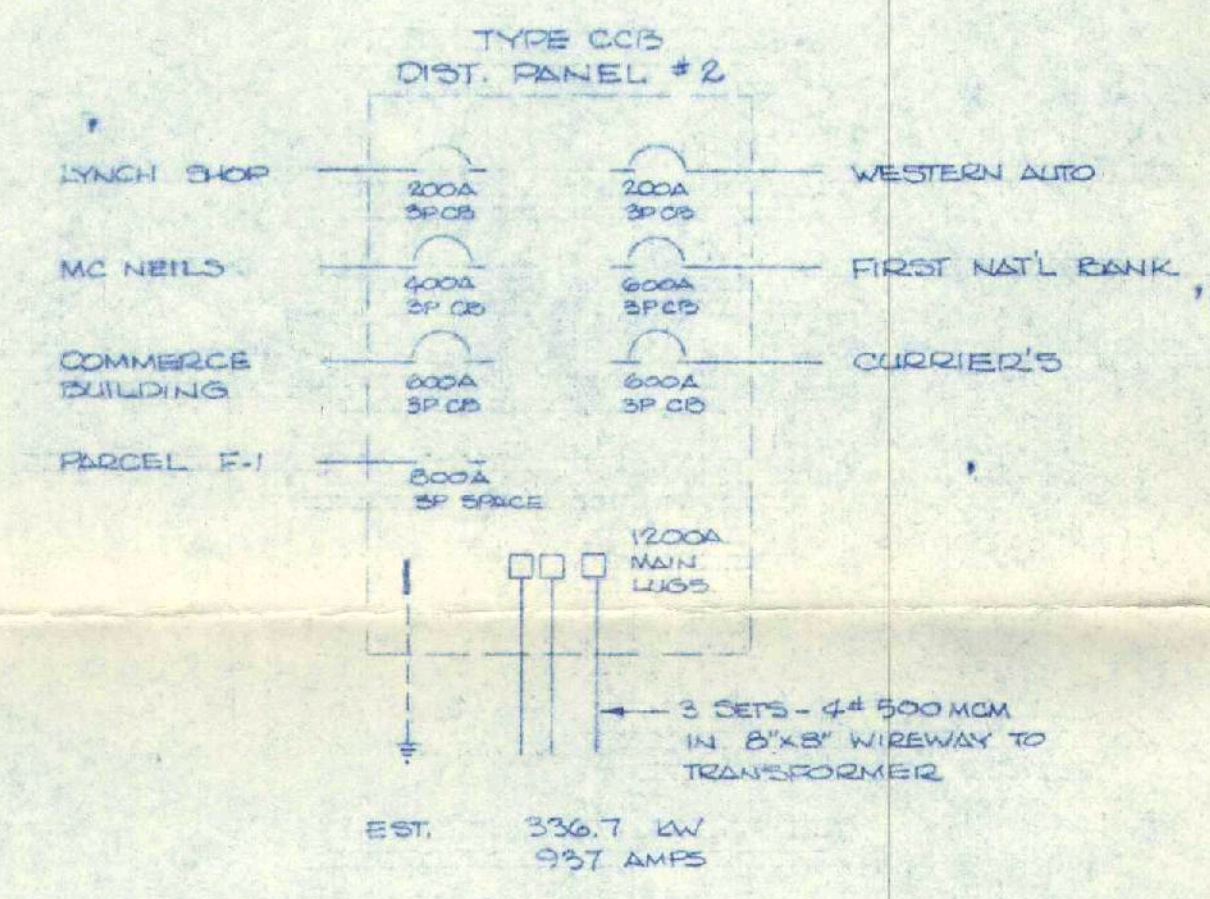
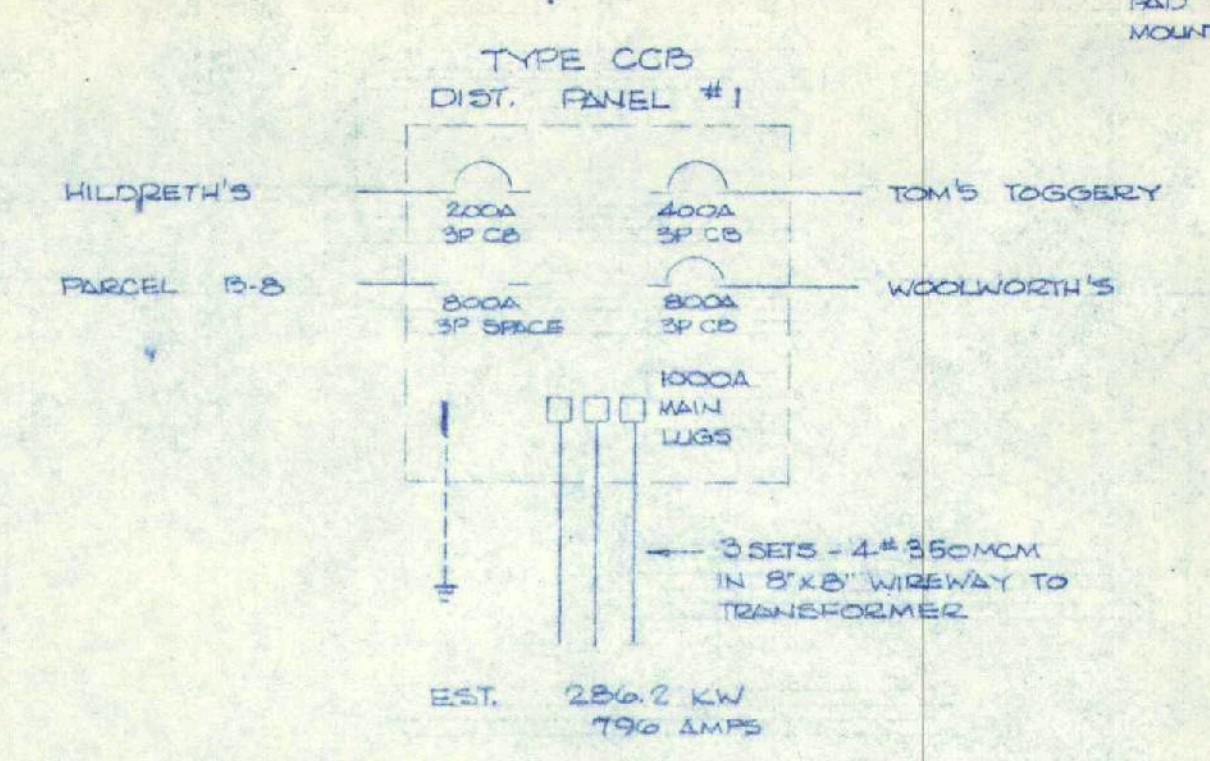
Anthony W. Romano,
Executive Director

AWR:ee
Enc.

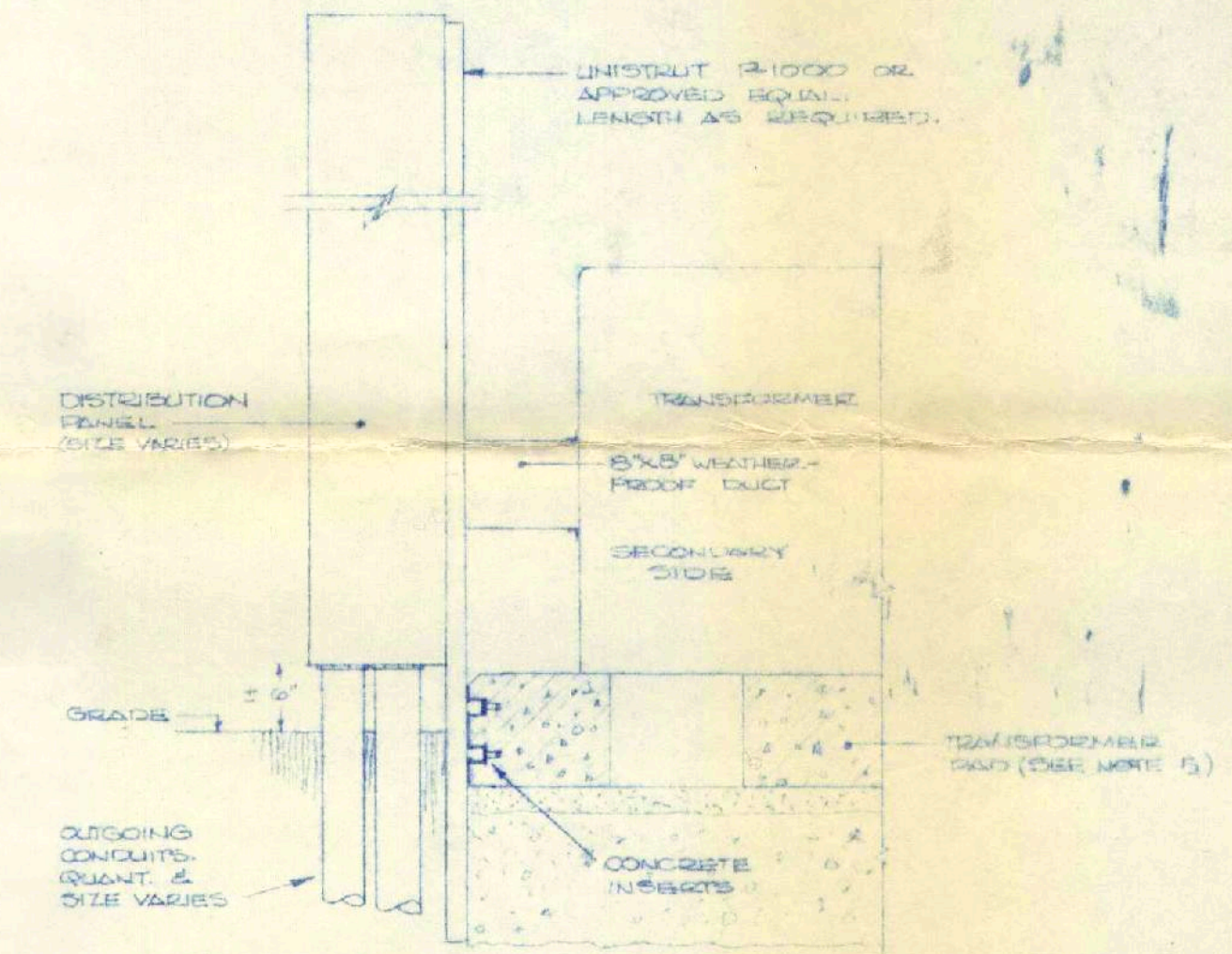
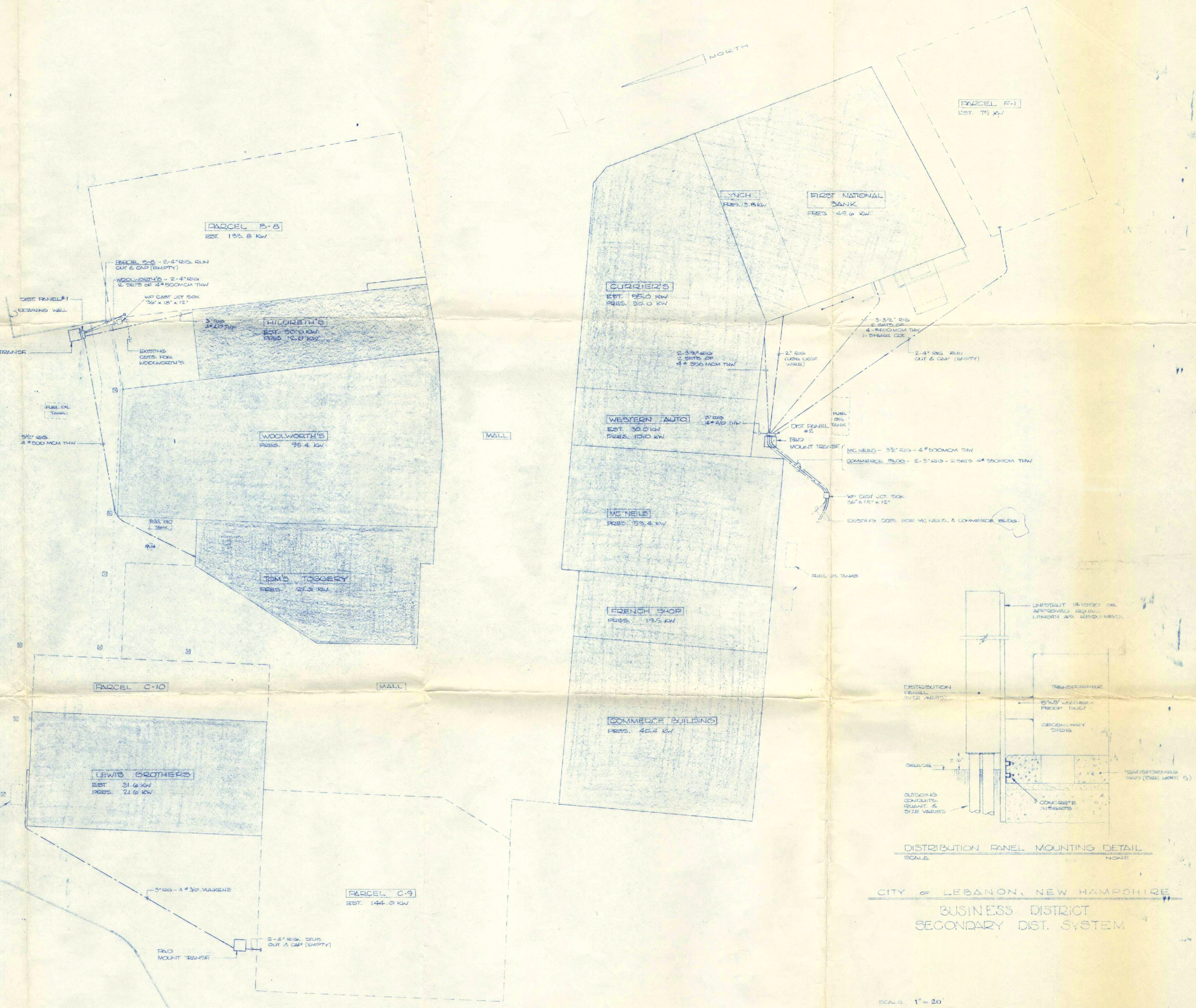
Liberty035

GENERAL NOTES

1. PARCELS B-8, C-9 & F-10 HAVE EMPTY CUTS, 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 "UNISOLUT" CONCRETE INSERTS & P-1000 CHANNEL. INSERTS SHALL BE 4'-0" LONG (P-3259 OR APPRO. 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'

MEMORANDUMTO T. C. CougherLebanon
COMPANY OR LOCATIONOct. 21, 1969FROM N. B. DodsonLebanon
COMPANY OR LOCATION

FILE _____


SUBJECT Urban Renewal - Lebanon

At your request I have contacted Mr. Anthony Romano, Director of Lebanon Housing Authority. He is agreeable to partial billing for work performed by Granite State in conjunction with the Urban Renewal Project. Mr. Romano has requested a brief breakdown of work completed by areas. I suggest that billing be submitted monthly until all work is complete.

Work completed as of Oct. 25, 1969.

Work Order 1-128 Removal of overhead poles and conductors on Water and Mascoma Streets complete. Installation of new riser pole on Hanover Street, underground conduit and primary cables to a padmounted transformer location to the rear of the National Bank complete. This work order 80% complete. Removal of two pole structure, transformers and overhead conductors remain to be done.

Work Order 1-287 Underground service to rear of Lewis Bros. No work performed to date. Engineering and material charges only. This service location has been revised at request of Housing Authority.

 Work Order 1-288 Underground service to rear of Woolworth Building conduit primary cable and concrete pad installed...25% complete. Installation of padmounted transformer and removal of overhead poles, transformers and conductors remains to be done.

Work Order 1-272 Underground service to Common and Court St. area. Overhead poles on Court St. removed and temporary pole installed to service street lights in Park. Underground conduits, handhole and transformer vault installed on Court St. Primary cable installed between handhole on Court St. and Common. Work 75% complete. Installation of primary cable riser splicing of cables - installation of transformer to common and other misc. work remains to be done.

Liberty051

Work Order 1-273 Installation and removal of poles in the
periphery area of Urban Renewal.. One pole
set to date. Work 100% complete.

COMMISSIONERS

JOHN L. BROWN, CHAIRMAN
PAUL G. BOND, VICE CHAIRMAN
WILFRED J. TREMBLAY, TREASURER
FRANCES B. DUDLEY, SECRETARY
NELSON A. CRAWFORD

LEBANON HOUSING AUTHORITY
COMMERCE BUILDING
LEBANON, NEW HAMPSHIRE 03766

DIAL 1-603-448-2696

November 5, 1969

Mr. Norman Dobson
Distribution Superintendent
Granite State Electric Company
North Park Street
Lebanon, New Hampshire

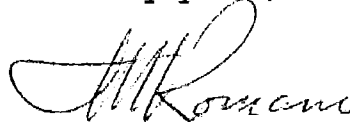
Dear Mr. Dobson:

re: Installation Costs,
Renewal Project NH R-14

We acknowledge receipt of your company's October 28 statement of costs for the work performed in the above captioned project. Before we authorize any disbursements we should have a more defined breakdown of costs for all areas. For instance, Work Order 1-272 pertains to work in the Court Street area and now totals \$6,178.96. We wish to know the number of poles, conductors and devices removed, the singular charges for the vault, duct and cable, etc. Perhaps a photocopy of your accountants ledger sheets for each work order will suffice.

Two charges for work items have been made which are unclear to us. Might we suggest a meeting with you to review the estimated cost sheets so that future remittances by the Authority will not be delayed.

Sincerely yours,



Anthony W. Romano,
Executive Director

AWR:ee

Memorandum for the record

November 5, 1969

Met with Norman Dobson and Granite State Electric accountant to discuss statement of cost procedures. All agreed to the following:

1. The utility company will continue to submit periodic statements for costs incurred to install electrical distribution system in the project.
2. Statements will be prepared to relate to the work orders and original estimates of cost submitted by the Utility.
3. Before final remittance is made to the utility, the accountants will submit photocopies of all account ledgers which will show each charge made to each work order.
4. The utility and Authority will review each item charged to determine eligibility for reimbursement.

AWR:ee



Anthony W. Romano,
Executive Director

cc: Mr. N. Dobson ✓

MEMORANDUM

TO E. P. Bailey COMPANY OR LOCATION May 4, 1971
FROM N. B. Dobson COMPANY OR LOCATION FILE
SUBJECT Lebanon Urban Renewal

→ At your request I have advised Mr. Romano that we would not continue any further billing on that portion unpaid of the Lebanon Urban Renewal Project.

I informed him that we did not necessarily agree with the Authorities position on the matter and still felt that we should be compensated. Nevertheless, any legal or other action on our part was not desirable.

Please inform our accounting department for their action.

NB
(Relocation of street lights West Park St)
WO 1-178 1969

AFFIDAVIT

I, Jay Boucher of Enfield, New Hampshire, do state the following to be true and accurate to the best of my knowledge and belief:

1. I am the President of Defiance Electric, LLC, formerly doing business as Defiance Electric, Inc. ("Defiance Electric"), with offices located at 86 Chosen Vale Lane, Suite 202, Enfield, NH 03748 and I am a licensed master electrician in New Hampshire.
2. In 1988 and 1989 Defiance Electric was the electrical contractor in the construction of the 1 Court Street building in downtown Lebanon, NH owned by One Court Street Associates.
3. As part of that work we provided a new 3-phase electric service connection to secondary service off of a Granite State Electric (now Liberty Utilities) ("GSE") transformer located behind 9 Hanover Street (Hildreth's Hardware at the time) in the City of Lebanon owned parking lot area. The connection to GSE's secondary service was made through an existing terminal box or splice cabinet located next the transformer provided by Granite State Electric. New metal conduit for the service conductors was run from within the 1 Court Street building to the existing terminal box/splice cabinet.
4. In 2000 and/or 2001 Defiance Electric was the electrical contractor for the renovation of the former Woolworth building at 15 Hanover Street for the new owner, Lebanon College.
5. Part of the electrical work that we did for Lebanon College at that time involved an upgrade in the underground service entrance and service conductors serving 15 Hanover Street from the same terminal box/splice cabinet referred to above and located next to GSE's transformer behind 9 Hanover Street.
6. As a condition of allowing the upgrade of service conductors connected to their secondary service, GSE required that Lebanon College include as part of their work, done at their expense, the replacement of the then rusted and deteriorated terminal box/splice cabinet next to and on the same concrete pad as their transformer.
7. This was a challenging endeavor as it involved disconnecting the secondary service connections for four separate buildings with a number of office and business tenants, including a restaurant in 1 Court Street that was open on both weekend and weekday evenings, so we had to schedule the work over weekend hours but not so as to interfere excessively with restaurant operations.
8. After GSE shut off power from the transformer, Defiance Electric personnel disconnected all the existing secondary service conductors and conduits extending out to customers from supply cables or terminals that they were connected to within the terminal box/splice cabinet and which presumably originated on the secondary bus of GSE's transformer.
9. Defiance Electric electricians removed the old terminal box/splice cabinet, set the new one in place, reconnected above grade service conduits to the new cabinet, including those providing service to 1 Court Street, and connected each customer's service conductors, including new ones for Lebanon College to heavy duty terminal

AFFIDAVIT

blocks or splicing devices that connected them to existing conductors apparently provided and connected to the secondary bus on their transformer by GSE.

10. I do not recall Defiance Electric ever having access to or making customer secondary service connections to the secondary bus of GSE's transformer or within the metal pedestal base or raceway located underneath GSE's transformer and connecting it to the terminal box/splice cabinet.
11. As I understand it, in this particular instance, customer service connections to GSE's distribution system for purposes of demarking where One Court Street Associates' and other customers' service connections originate and where the scope or jurisdiction of the NFPA National Electric Code begins, is within the terminal box/splice cabinet located next to GSE's transformer behind 9 Hanover Street, Lebanon, NH.
12. Although there is a Defiance Electric sticker on the terminal box/splice cabinet door, which I believe was placed there at the time we installed that equipment, we do not have access to the inside of that cabinet as I believe the padlock on the door was supplied by GSE and access to this terminal box/splice cabinet is controlled exclusively by GSE/Liberty Utilities.

Signature: _____

Date: May 20, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS.

Subscribed and sworn to before me, this 20th day of May 2016, by the above named Jay Boucher, known to me as such and acknowledged that it was his free act and deed.

Richard J. Podolec 5/23/2016
Justice of the Peace / Notary Public (Affix Seal)
My commission expires: 8/26/2020

RICHARD J. PODOLEC
Notary Public - New Hampshire
My Commission Expires August 26, 2020



December 22, 2015

Mr. Win Spencer Jr.
Lebanon Electrical Inspector
51 North Park St.
Lebanon NH 03766

RE: EXPOSED WIRES AT TRANSFORMER, RIVER VALLEY COMMUNITY COLLEGE

Dear Win,

On Monday of last week you emailed me with regard to the above subject and asked what I knew about ownership of the decaying pedestal under the pad mounted transformer in the City owned parking lot/service area off the end of Court Street. As I understand it that transformer serves our building, as well as a City parking lot and street lighting circuit (LU Account # 44621840-44326264, Meter # E-14280067) and the three adjoining buildings: 9 Hanover Street, formerly Hildreth's Hardware; 15 Hanover St., now the River Valley Community College building, formerly Lebanon College and Woolworths; and 31 Hanover Street, formerly the TK Building). You included in your email to me an email response you received from Rick Huntley of Liberty Utilities (LU) dated 12/9/15 in response to your calling to his attention the rusted condition of the base under the transformer. His response was the following:

"The transformer belongs to Liberty Electric, but the decaying metal structure that the transformer sits upon is part of the custom customer owned raceway and as such, the raceway falls under the city's jurisdiction. Let me know the direction that you would like to follow as this will certainly require a combined effort between the customer, the city and Liberty Electric. Thank you for bringing this to our attention."

After reviewing various documents, including Liberty Utilities NHPUC Tariff No. 19, "TARIFF for RETAIL DELIVERY SERVICE," and speaking with Jay Boucher of Defiance Electric, I come to the opposite conclusion: that the steel base supporting their transformer is part of their utility distribution system, is owned by them, is their responsibility to maintain in safe and adequate condition, and is under the jurisdiction of the NHPUC.

By way of background, I'm the managing general partner of One Court Street Associates, a NH limited partnership, and have been since we purchased the 1 Court Street site from the Lebanon Housing Authority in September 1986 and constructed the present building in 1988-89 that essentially extends to the lot lines and covers almost our whole parcel. The lot (known as "B-8"), was created as a redevelopment parcel as part of an urban renewal plan adopted by the City of Lebanon on December 21, 1965 in the aftermath of the 1964 fire that burned down the portion of the CBD to the immediate west and south of the Woolworths building, which itself survived the fire.

As I understand it, prior to the fire the downtown was served by an overhead electric distribution system. As part of the urban renewal plan the City decided it wanted most of the electric distribution system in the downtown to be put underground.

From recalled conversations I had with Buddy (Anthony) Romano, who was Executive Director of the Lebanon Housing Authority (LHA) when we were developing the site, there was some resistance to this undergrounding plan by Granite State Electric and there was a compromise on the extent of undergrounding and it may be that some or all of the undergrounding was paid for by the City/LHA with federal urban renewal funds. I don't know which party actually constructed this underground commercial distribution system (UCD) before it was put into service by Granite State Electric (GSE, now d/b/a LU), but presumably it was built to GSE specifications and they accepted it when they began to use it for electricity distribution instead of the former overhead pole system. If there was a written agreement or correspondence defining any understanding between the parties (GSE, the City, and LHA) at the time the UCD was constructed, I am unaware of it. I'm just presuming that GSE approved and accepted the UCD when they ran their primary voltage conductors from their poles to their pad mounted transformers serving their then current and future customers.

When we acquired the site, water and sewer lines as well as telephone and electric "ducts" were all stubbed underground into the site. Those stubs are shown on an image of part of "Utility Plan 1," Sheet 6, by Metcalf & Eddy for LHA-City of Lebanon, originally dated June 1968 and revised 9/70 to show as-built conditions. (Attached as "LHA as-built Sheet 6.pdf".) (Pre-existing lot line and structures can be seen in faint trace on this sheet, along with the former utility pole locations that existed prior to undergrounding the electric and telephone utility distribution systems in this area.) Note that no real property, easements, or any interest in real property, beyond the boundaries of our parcel was or has since been conveyed to us by any entity. We do not have any property rights to own or maintain structures or equipment located under LU's transformer located on public property. The electric duct location is further shown on Sheet 6A in the same as-built plan series, attached as "LHA as-built Sheet 6A.pdf". The "APPROX. LOC. ELEC. DUCT" shown on that plan extends from the northwest corner of Parcel B-8 (now 1 Court ST), about 10 feet, to a rectangle just to the left or north of the elevated walkway accessing the main levels of Hildreth's (9 Hanover Street) and Woolworths that was constructed as part of the urban renewal plan. North is to the left on these plans. Within that rectangle is a square on the left, representing the GSE transformer, and a rectangle to the right that represents the terminal box or splice cabinet where customer service conductors are connected to the utility service laterals coming off the secondary voltage bus of the transformer. These shapes can be seen a bit more clearly on Inset A of Sheet 6, attached as "LHA as-built Sheet 6A Inset A.pdf".

I have a photo from when we began work on the site in late spring 1988 in which the terminal box/splice cabinet can be seen. It appears to be of similar width but taller than the terminal box now in that same spot. That is consistent with the recollections of Jay Boucher of Defiance Electric that when they were the electrical contractor on the renovation of the Woolworths building for Lebanon College in the late 1990s the terminal box had to be replaced to accommodate an upgrade of the service to Lebanon College and/or because of the deteriorated condition of the cabinet. He recalls that this was tricky because it had to be done on the weekend because all the power had to be disconnected while the cabinet was being replaced, which they did in coordination with GSE and all the building owners and tenants. He also recalls the GSE made Lebanon College pay for this. He described this cabinet as a big junction box, within which, as he recalls, they disconnected and then reconnected all of the service conductors serving all of customers supplied by this transformer. He does not recall making any splices or connections within or having any access to the transformer itself. Any secondary voltage conductors off the transformer that customers connected to in the terminal box were supplied by GSE. There is a Defiance Electric sticker on the cabinet next to the lock that they put on there at the time, but he believes that the lock on the door is GSE's and that they control access to the box. While 1 Court Street and 9 Hanover Street have service conductor conduits arriving at this terminal box above grade, it is not clear to me whether the service conductors serving 15 and 31 Hanover Street as well as the City account arrive through underground conduits directly under the terminal box or under the transformer base, but Jay recollects that they all make their service connections to GSE power within the box and not within or under the transformer. It is not clear to me whether or not primary voltage switch gear may also be located within this terminal box.

We had to remove the electric duct that was stubbed on to our parcel when we removed the City's sidewalk around our building to excavate for footings and foundations that mostly extend right to the property boundary. In the spring of 1988 when we were preparing to begin construction we contacted GSE about our

plans. According to the very first job meeting note that I found in our files, GSE indicated that the existing transformer, with a capacity of 300 kVA would need to be replaced to accommodate our then estimated 225 kVA load. A later job note indicates that GSE asked for more detailed load information as well as plans for our electrical service equipment and meter room. By August of 1988 they had received all the information they needed and approved our plans. Another job note was started in the fall that indicates that GSE did not have the correct larger capacity transformer in stock to replace the existing one and that installation would need to wait until spring when they could get one. This was a big problem for us because we needed the upgraded transformer to get 3-phase power to run our new elevator and roof top VAC equipment, which were necessary for occupancy which we were planning to begin over the winter, not spring. GSE subsequently indicated that they did have a transformer on hand in Salem that could be used if we would provide a custom base to support it (and the very short connector raceway to their terminal box). The job note indicates that Will Buskey (Jay's late father) of Defiance Electric (also our electrical contractor) would go to the GSE facility on Miracle Mile to measure the new transformer to design the base to support it. The new transformer with the custom base, supplied by us and built to specifications presumably approved and accepted by GSE, was installed sometime in late 1988. (See picture #1.) I have no record, indication, or recollection whatsoever of the plans for the base being seen, much less approved by us, our architect or structural or electrical engineers, or the City building inspector, and that is the type thing that would have been noted in our weekly job meeting notes, which I attended as owner's representative. I presume Will Boucher worked directly with Arthur Demers of GSE on developing plans for, approving, and constructing the base. I have not found an invoice for the base and have no idea who fabricated it, but our change order #8 from 11/22/88 does include the following item: "Add base for transformer \$1,097.00." We also supplied 4 new underground conduits from our electrical service/meter room, through the side of the retaining wall connecting into the east side of the terminal box. As I understand it our service conductors were connected to the utility's service lateral within the terminal box. When the terminal box was replaced in the late 1990s our conduits and service conductors were connected at their terminal ends into the side of the new terminal box in the same relative positions. These conduits can be seen in attached photos 2, 5 and 6.

As noted above, I have not tried to research any understanding that may have existed between LHA, the City and GSE when the UCD was built, nor have I tried to research the tariffs and supporting construction guidelines that were applicable either in the 60s when the UCD system was originally built or in 1988 when the transformer was replaced and we supplied the new base to accommodate our need for a timely upgrade of the transformer. I'll leave that to LU and the NHPUC if they find that necessary. LU's current tariff and supporting construction guidelines are quite informative and applicable in key parts. Regulated utility tariffs on file with and approved by the NHPUC have the effect of a legally binding contract between the utility and its customers taking service under the tariff. The particularly relevant portion of LU's tariff #19 (www.puc.nh.gov/Regulatory/Tariffs/Liberty%20-%20GSE%20Tariff.PDF) is section 18 on page 6 with highlights by me:

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/east/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.

Again, as I understand it, in 1988 we were required to run our wire to a point within the grey terminal box where we connected to the utility service. GSE allowed this connection to be made by our licensed electrician

who was apparently registered with the Company at the time the connection was made. The location of this connection can easily be confirmed by opening up the terminal cabinet. LU's supporting technical construction requirements can be found on their webpage:

http://www.libertyutilities.com/east/electricity/business_partners/service_documents.html. One key document is their [Specifications for Electrical Installations \(ESB 750\)](#) which provides a number of key definitions (the 3 below from p.23):

Service line or lateral: The Company's electric line including the necessary and ancillary accessories to connect a distribution line to an individual customer's meter or point of attachment. (A service line or service lateral, at the Company's discretion, may be connected to two or more meters at a single premise. Wiring along the outside of the Customer's house or building shall not be included in the service line or service lateral.)

Service line: The overhead conductors between the utility electric supply system and the service point. (A service line does include a service drop.)

Service lateral: The underground conductors between the utility electric supply system and the service point.

Service Point: The point of connection between the facilities of the Company and the Customer's premises wiring. (The service point can be described as the point of demarcation between where the serving utility ends and the premises wiring begins. The serving utility generally specifies the location of the service point based on their conditions of service. Refer to Figures 1.5-1 and 2-1.)

Underground Commercial Distribution (UCD): An underground electrical supply system using at grade transformers and switchgear to serve commercial or industrial customers."

Figure 1.5-1 "ILLUSTRATION UTILITY ELECTRIC SUPPLY AND PREMISES WIRING" on p. 14 illustrates what is and is not covered by the National Electrical Code, with everything upstream of the service point consisting of the "Serving Utility Supply Conductors and Equipment" constituting "Utility Line Side" and not covered by the National Electrical Code (NEC) (and hence under the jurisdiction of the NHPUC) and with everything downstream of the service point, the "Service Conductors," constituting "Premises Wiring Load Side" and being subject to NEC (and the jurisdiction of local or state electrical inspectors).

Figure 2-1 "Typical Service Installation Diagram Below 600 volts – Excluding Network" under definitions on p. 19 graphically shows how various defined terms relate. For underground service, the service lateral extends from the utility's overhead supply point to the service point where the customer service conductors connect within a "Terminal Box, or Handhole, or Transformer Secondary." Note that the definition of the service line or lateral specifically includes "the necessary and ancillary accessories to connect a distribution line to an individual customer's meter or point of attachment." The terminal cabinet housing the Service Point where customer conductors (or property/parcel specific conductors serving multiple customers within a single property/parcel) connect or attach to the utility service lateral, as well as the base supporting the transformer and the raceway connecting the two, are necessary and ancillary accessories to create the service point are hence should be considered as part of the service lateral and the LU's equipment.

The ownership and responsibility for the terminal box and base supporting the transformer may be further illuminated by reference to LU's [UCD Installation & Responsibility Guide \(ESB 759B\)](#). Clearly the situation here meets the definition of a UCD cited above, although I don't know where switchgear fits in. The scope of this document on p. 9 states: "The purpose of this specification is to define, interpret and clarify the scope of work and materials dealing with Underground Commercial Developments and Primary Radial Services to padmounted transformers. This document is a Supplement to Electric Service Bulletin (ESB) 750."

On p. 11 begins section 7.0, "Responsibility and Ownership," stating "The division of ownership and responsibility shall be as outlined below, as specified by the State of New Hampshire PUC Tariff for Retail Delivery Service." Section 7.0.1 pertains to "Underground Primary Radial Service Located on Private Property to an Individual Residential, Commercial or Industrial Customers." This is not applicable to this situation as the underground primary radial service is completely within public rights-of-way and is not located on private property and it does not serve an individual customer, rather it serves multiple customers located on multiple properties, including the City itself. The only other category seems to be the more

comparable one starting on p.12: “7.0.2 Underground Primary Service to Commercial & Industrial Developments (UCD)” which states in part:

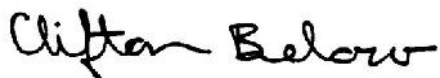
“The Customer, at no cost to the Company, shall be responsible for [among other things]: . . . Providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, splice/pull boxes, grounding systems, and conduit, and concrete encasement when required, including spacers, glue, and pulling strings, etc., as indicated on the Company’s plan and related construction documents (Per Company Specifications); . . . Turn over ownership of the conduit and manhole system, to the Company upon inspection and acceptance of the conduit and manhole system by the Company; “

While this language is unlikely to be identical to any language or standards in effect when this UCD system was first developed and put into use, or when the transformer was upgraded to adequately provide utility service our new building, so may not be directly applicable, it does illustrate a common concept in utility regulation: that when developers or customers want line extensions or upgrades in service for new developments, buildings, or loads(including larger PV or other customer generation systems that want to put excess power onto the grid), it is often common practice to require the requesting customer or developer to pay for some or even all of the cost of those line extensions or improvements to the distribution system, while turning over ownership and responsibility for those improvements to the utility once completed and accepted, especially when located in public rights-of-way. These improvements paid for by other than the utility are called and accounted for as “Contributions in Aid of Construction (costs)” or “CIAC” (pronounced “kayak”). From the point-of-view of One Court Street Associates we view the cost that we paid for the transformer base to be CIAC, and not something that we continued to own once GSE accepted it for use as structural support for their transformer. It is also clear that LU’s primary conductors traverse the area enclosed by this base and use it as a raceway to get to the transformer and to the extent that secondary conductors also use this base as a raceway to get from the transformer to the terminal box where the point of service for multiple customers are located, it does serve multiple customers, including the City, and should be considered part of LU’s distribution system and not owned by any one or, somehow, all of those customers it serves collectively. If LU wants to get rid of the steel base supporting their transformer and replace it with a transformer that fits the pad better and doesn’t need a structural base, rather than replacing or repairing the current base, that is their choice. Otherwise they should maintain it, even if they didn’t book its cost as CIAC at the time and hence don’t have a record of it as an asset of theirs.

If after reviewing this information LU does not accept responsibility for its transformer base and proceed to investigate its structural integrity and repair it so its distribution wiring is safe and secure, then I would suggest that one or more of the customers served by this transformer, such as us and the City, file a complaint with the NHPUC which I expect would promptly accept jurisdiction and resolve the matter. The PUC has full authority to compel LU to ensure that its distribution system, including structural bases holding up its transformers located in public ways, are safe and adequate in all respects.

If you have any questions please do not hesitate to call. Obviously feel free to share this letter and attachments with LU. I look forward to seeing this situation promptly and safely resolved.

Yours truly,



Clifton Below
Managing General Partner, One Court Street Associates

Attachments:

- Photos of LU transformer etc. off Court St.pdf.
- LHA as-built Sheet 6.pdf
- LHA as-built Sheet 6A.pdf
- LHA as-built Sheet 6A Inset A.pdf



① Transformer installed in fall 1988, directly behind 9 Hanover St, off Court St.. Grey terminal box, where secondary voltage distribution lateral off transformer terminates to connect with customer service conductors. City of Lebanon parking lot and street lighting electric circuit meter and disconnect are on the right. Elevated walkway is visible in upper right corner.



② The grey terminal box (splice cabinet) where most, if not all, of the 4 different buildings and one City electrical service conductors connect to LU's secondary voltage service laterals that terminate in this box cabinet, according to Jay Boucher of Defiance Electric that last connected Lebanon College's upgraded service conductor inside this cabinet in the 1990s.



③ above is a close-up of the front right corner of the transformer base and ④ below is the view through the small rusted out hole nearest the corner seen above.



⑤ at right is a view from the elevated walkway directly behind 9 Hanover Street (formerly Hildreth's Hardware).



⑥ below right shows the 4 electrical conduits on top for service conductors running underground from One Court Street's electrical room, through the retaining wall, ending in the side of the terminal box where we connect to the terminal ends of LU's secondary transformer voltage distribution conductors. The two conduits on the bottom run above grade to the service entrance for 9 Hanover Street.





⑦ A view of LU's transformer base from the rear corner on the southeast, near where the retaining wall meets the elevated walkway. Base of terminal box cabinet barely shows in the lower left picture corner. The northwest corner of 1 Court Street is only about 10 feet away directly behind where the camera was to take this picture.



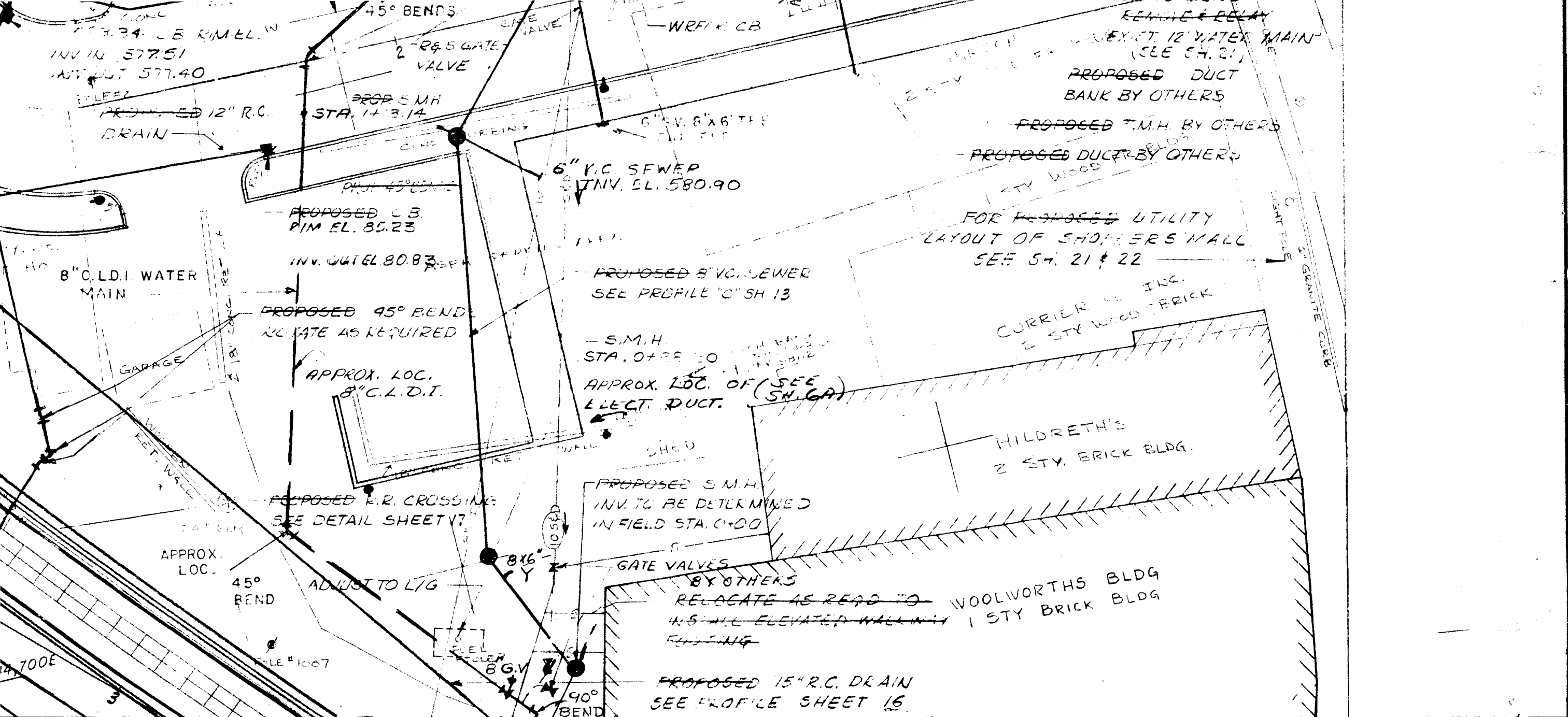
⑧ LU's transformer base from the northeast rear corner. Cigarette butts and dry leaves under the transformer could be a dangerous combination. The two photos below were taken through the flapping hole seen on the lower left. The steel structural tubes holding up the steel I-beams are on the outside rear corners



⑨ The view to the south through the rusted out opening on the rear northeast corner. There appears to be at least one set, perhaps two, of large 3 phase conductors running down from the transformer bus area, through the short connecting raceway to the terminal box. It's not clear whether LU's primary voltage supply line to the transformer arrives through an underground conduit from under the transformer in this area or in the base of the terminal box.



⑩ The view under the base from just outside through the rear hole. Note the spalling rust on the square tube structural support. The conduit in the front of the transformer (center back of picture) appears to host grounding conductors, probably to a ground rod or grounding cable. Except for the ground conductors there do not appear to be any splices in this area under the transformer.




WAGE NOTES SEE SHEETS NO. 11 AND 12.
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H. ARE ACCURATE, BUT THE DUCT RUNS
FOR ADDITIONAL NOTE

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UNLESS OTHERWISE NOTED OR CHANGED BY REPRODUCTION			
APPROVED			
FOR METCALF & EDDY			
REG. PROF. ENGR. N.H. NO. 1334		DATE	

LEBANON HOUSING AUTHORITY
CITY OF LEBANON, NEW HAMPSHIRE

LEBANON BUSINESS DISTRICT
PROJECT - N.H. R-14

UTILITY PLAN I.

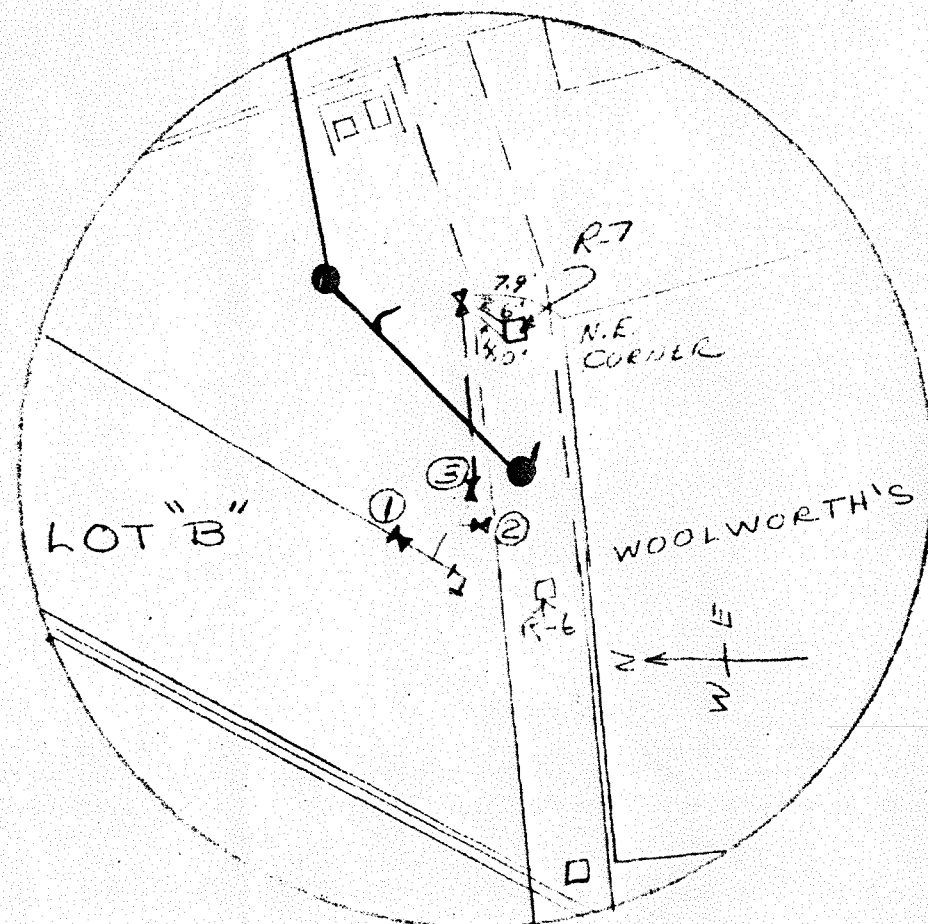
**METCALF & EDDY**

ENGINEERS
BOSTON • NEW YORK • PALO ALTO • SAN FRANCISCO

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INSERT 'A'

	N.W. COR. R-7	N.E. COR. R-6	N.E. COR. WOOLWORTH'S
①	24.5'	17.7'	29.0'
②	20.6'	11.1'	23.8'
③	16.0'	15.7'	19.7'

GENERAL NOTES

1. THE INTENT OF THESE AS-BUILT DRAWINGS IS TO SHOW THE MAJOR CHANGES IN ORIGINAL DRAWINGS AND TO PROVIDE AS ACCURATE AS POSSIBLE FINAL DRAWINGS FROM AVAILABLE INFORMATION.
2. IT SHOULD BE NOTED THAT THERE ARE SOME MINOR CHANGES WHICH HAVE NOT BEEN RECORDED.

3. THERE HAVE ALSO BEEN MAJOR CHANGES BY THE GRANITE STATE ELECTRIC CO., TELEPHONE CO., AND OTHERS. THESE CHANGES WERE NOT A PART OF THIS CONTRACT AND HAVE NOT BEEN RECORDED ON THESE PLANS.

4. SEE SHEET NO 6 FOR ADDITIONAL NOTES

MATCH LINE S

"As-built drawing prepared from a construction sketches" certified

OCSA-50



Michael J. Sheehan, Esq.
Senior Counsel
Phone: 603-216-3635
Email: Michael.Sheehan@libertyutilities.com

March 7, 2016

Via First-Class Mail

Clifton Below, Managing General Partner
One Court Street Associates
1 Court Street
Lebanon, NH 03766

Re: Transformer at River Valley Community College

Dear Mr. Below:

I received a copy of your December 22 letter to Win Spencer regarding the transformer off Court Street, which letter references Rick Huntley's statement that Liberty does not own the rusting pedestal. I write to let you know that we continue to believe that Liberty does not own the rusted transformer pedestal that understandably causes you concern and, therefore, that Liberty is not responsible for its repair. Of course, we stand ready to work with the owner to allow the repairs to be safely made. Our rationale follows.

Liberty's tariff, both the version existing at the time the transformer was installed and the current version, states that Liberty owns the transformer but not the pedestal on which it sits. Section 4 of the old tariff (I can email you a pdf of the old tariff if you wish) proves the point, stating the customer must provide the "foundation ... for any transformers."

**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.

The old tariff also states that the customer, not the company, retains ownership of those parts of the system that facilitate an underground service like the one at issue here.

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.

Consistent with the fact that the customer continues to own the foundation and other parts of the underground service, another section of the old tariff imposed on the customer the obligation to maintain the items that the customer owned.

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.

So, contrary to the assumption in your letter that Liberty "accepted" the foundation after its fabrication and installation by others, Liberty merely required that the foundation comply with appropriate standards. The same is true of the underground wires – Liberty can require that they meet certain standards, but the tariff is clear that the customer owns and is responsible for them. Liberty never accepted ownership of these facilities.

Liberty's current tariff has substantially the same language.

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.

The current tariff also imposes on the customer the duty to maintain the transformer.

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.

The history you describe is consistent with the above. Liberty required others to pay for the underground wires, for the connection, and for the transformer pedestal, although Liberty certainly made sure these items met applicable standards. Liberty obtained the transformer itself.

Next, a comment on two misconceptions in your letter. First, Liberty does not "accept" facilities installed by the customer, such as underground wires and the transformer base at issue here. The customer retains ownership and the obligation to maintain certain parts of the electrical system. Second, the fact that this service travels under a city owned parking lot does not change the rules. A city owned parking lot is the same as privately owned property. Utilities have no special rights over public land. For example, we must obtain licenses from cities and towns to install utility poles along roads.

Finally, it appears that the Lebanon Housing Authority granted the building owners, not Liberty, an easement through which the building owners could construct utilities. A 1985 easement, copy attached, states that LHA "grants to Currier Co., Inc. ... the following irrevocable and perpetual rights and easement" in the Pulsifier Block and the Whipple Block "for the purpose of sewer, water and other utility lines," which easement "shall include the rights of repair and maintenance"

I am happy to discuss this issue with you further, but we are confident that Liberty is not responsible for the repair of the transformer pedestal.

Sincerely,



Michael J. Sheehan

Photos of GSE transformer and distribution panel on South side of Mall.



GSE/LU transformer serving buildings on South side of Mall (including those managed by Richard Balaguar). Note the metal “raceway” or base located under the transformer and above the concrete pad, allowing primary service cables to enter the transformer and secondary service lateral cables to run to the circuit breaker distribution panels on the right.



Neither door to the circuit breakers, which function as whole building disconnects, were secured by locks on 3/29/16 or 2/2/17 when I (Clifton Below) took these photos.



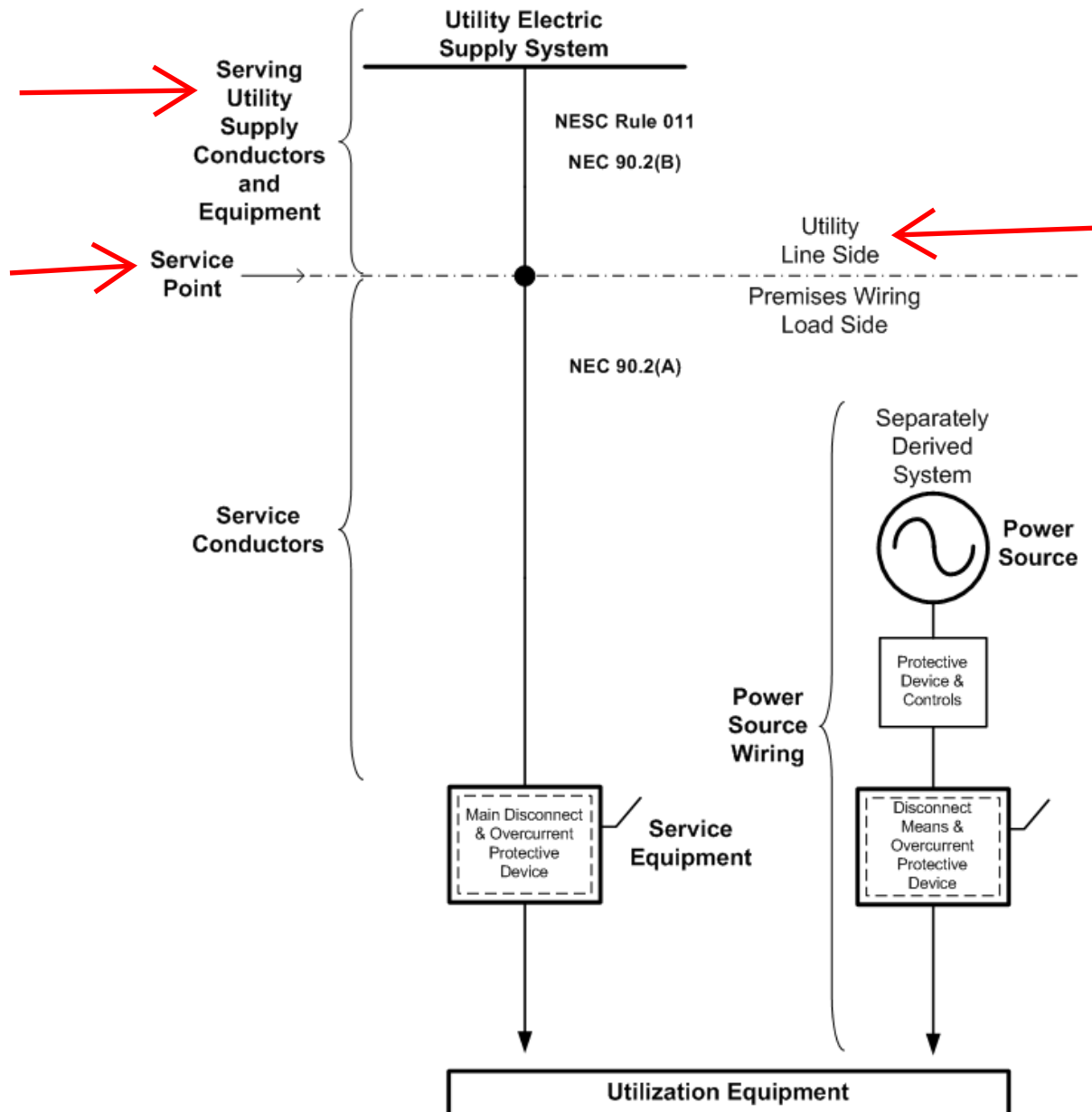
Note the rusted condition on the base of the main circuit breaker distribution panel which opens up the possibility of vermin accessing the interior of the cabinet and transformer.



July 2014

The following is a general illustration of where the Company's electric supply and the Customer's premises wiring meet for what is covered and what is not covered by the NEC as described in NEC Section 90.2. Local conditions of service may permit the Company's metering to be installed at a point on either side of the service point; see 90.2(1) in the NEC. Conditions of electric service are based on governmental laws or regulations that determine the Company's authority to provide electric service under their tariffs. These conditions of electric service affect the location of the service point and facilities under the Company's exclusive control.

FIGURE 1.5-1 – ILLUSTRATION UTILITY ELECTRIC SUPPLY AND PREMISES WIRING

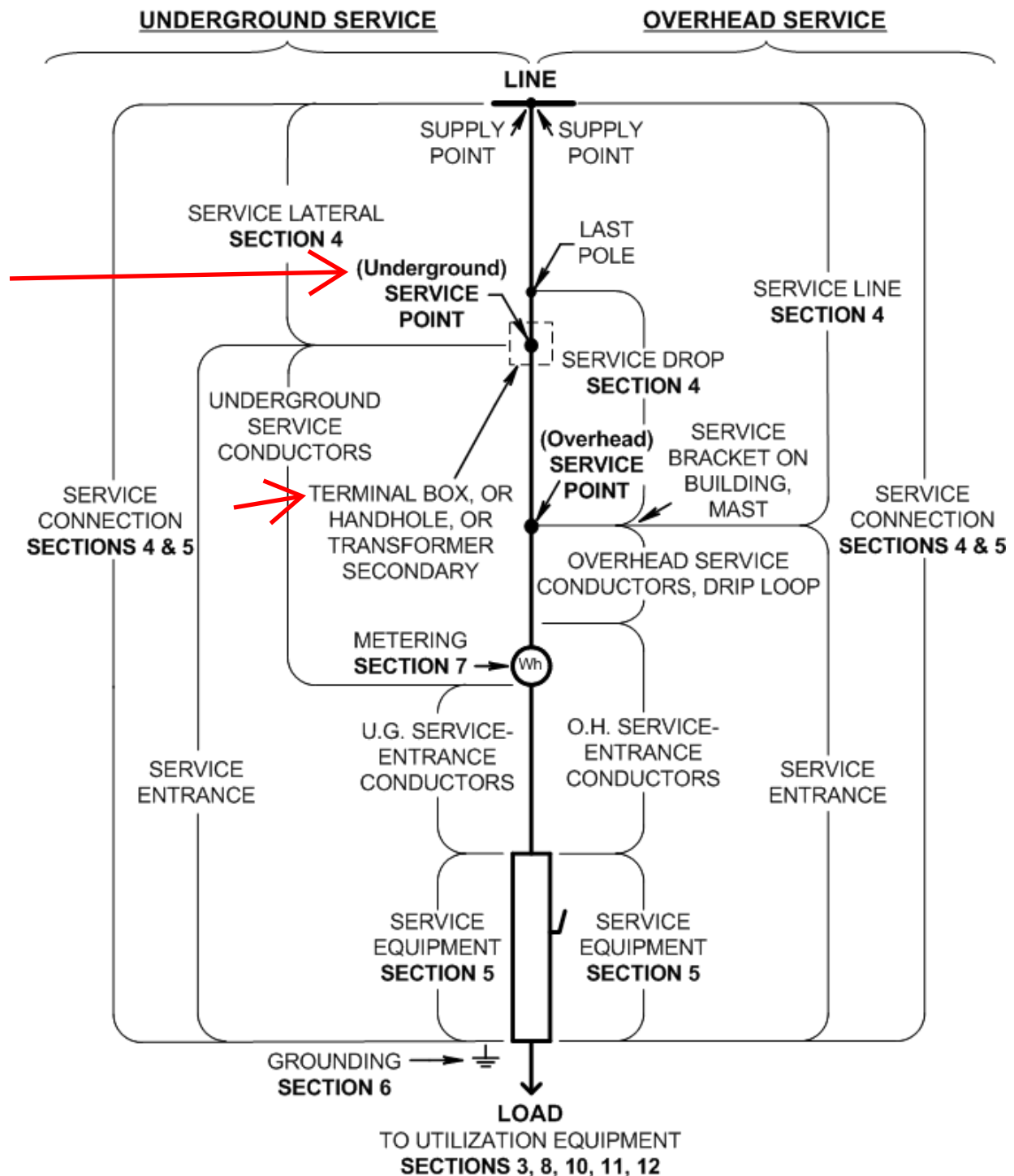


2.0 DEFINITIONS

Notes:

- (1) The following are terms defined as used in this publication.
- (2) For graphical relationships of defined components and section references in this book, see Figure 2-1.

Figure 2-1: Typical Service Installation Diagram Below 600 volts – Excluding Network



July 2014

Electrical Inspector: Inspectors external to the Company are approved by the municipality and are recognized by the Company. Electrical Inspectors are responsible for ensuring that the installation complies with all applicable codes and Company requirements, service equipment, material, installation, and/or procedures.

Electric Service: Maintenance of the Company of the appropriate voltage and frequency at the point of delivery shall constitute the delivery of electric service to the Customer. (See Service.)

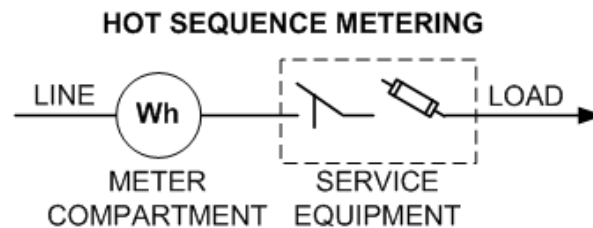
Emergency: Unplanned natural or accidental event that affects existing electric service.

Emergency Power System: A system legally required and classed as emergency codes or a governmental agency having jurisdiction that automatically provides an independent reserve source of electricity, upon failure or outage of the normal power source, to elements of a power system essential to the safety of human life.

Exclusive Control: Generally covers installation, operations, restricted access, operation, and maintenance of qualified and authorized persons.

Fire Wall: A wall separating buildings or subdividing a building to prevent the spread of fire and having a fire resistance rating and structural stability as determined and approved in writing by the BCJ.

Hot Sequence metering: Metering equipment located on the Company's side of the service equipment.



Line: A system of poles, conduit, wires, cables, transformers, fixtures and accessory equipment used for the distribution of electricity to the public. A line may be located: (1) in a street, right-of-way, alley, or (2) on a private right-of-way owned or useful to supply two or more customers at separate premises.

Maintenance Service: Scheduled service for the Company to perform maintenance on the Customer's equipment, during a Customer's planned outage. Such service shall be pursuant to written agreement and, normally, scheduled at least one month in advance of the Company.

Manufactured Home: A factory-assembled structure or structures transportable and designed to be used as a dwelling unit on a permanent foundation acceptable to the local BCJ.

Mobile Home: A factory-assembled structure or structures transportable on their own running gear and designed to be used as a dwelling unit(s) without a permanent foundation.

Multiple Residential Occupancy Building: A structure, including row houses, enclosed or open exterior walls or fire walls, which is built, erected and framed of composite structural parts and is designed to contain four or more individual dwelling units for permanent residential occupancy.

Point of Attachment: The location of the service drop conductors to a building or structure provided by the Customer and installed to maintain clearances specified by the BCJ (Article 33) and the Company's requirements. (Service conductors are supported by mechanical attachment to the building or structure.)

Premise: A premise is a unified, undivided parcel of real property under the Customer or public control through ownership or lease which is not separated by a public road, right-of-way, or property belonging to another entity. A premise may or may not contain buildings or structures on the real property.

Premises: The land and buildings of the Customer located on the Customer's side of the service point.

July 2014

Service Head: For cable in conduit risers, a service head is one that is rai-tig-t and listed for the purpose for preventing water from entering service entrance conductors, raceway, or equipment.

Service line or lateral: The Company's electric line including the necessary and ancillary accessories to connect a distribution line to an individual customer's meter or point of attachment. (A service line or service lateral, at the Company's discretion, may be connected to two or more meters at a single premise. Wiring along the outside of the Customer's house or building shall not be included in the service line or service lateral.)

Service line: The overhead conductors between the utility electric supply system and the service point. (A service line does include a service drop.)

Service lateral: The underground conductors between the utility electric supply system and the service point.

Service Point: The point of connection between the facilities of the Company and the Customer's premises wiring. (The service point may be described as the point of demarcation between where the serving utility ends and the premises wiring begins. The serving utility generally specifies the location of the service point based on their conditions of service. Refer to Figures 1.0-1 and 1.1.)

Service Riser Mast: A rigid metal conduit containing service entrance conductors that supports the service drop to maintain required vertical clearance.

Service Riser Pole: The Company's pole where the Customer's underground service conductors emerge to connect to the Company's overhead distribution line or transformer.

Short-term service: A service that is recurrently required only for short periods each time, either periodically each year, intermittently during the year, or at other irregular intervals.

Standby Power System: An alternate source of electricity incorporating necessary transfer equipment intended to supply power to selected loads upon loss of the normal power supply.

Supervised Installation: Conditions of maintenance and supervision ensure that only qualified persons monitor and service the system continuously provided on a single building management.

Supplemental Service: A service provided to meet the Customer's electrical requirements in excess of on-site generation.

Supply Point: The point of connection of the Company's service lateral or service line and the facilities of the Company.

Temporary Service: A non-recurring service intended to be used for a short time only, not to exceed one year for residential or two years for commercial applications. (Temporary service may be to a non-permanent structure or personal property, or to a building or structure which is non-permanent in that it may be readily removed or relocated, or as a preliminary connection toward the establishment of permanent service.)

Underground Commercial Distribution (UCD): An underground electrical supply system using at-grade transformers and switchgear to serve commercial or industrial customers.

Underground Residential Distribution (URD): An underground electrical supply system using at-grade transformers and switchgear to serve five or more residential customers.

Utilization Equipment: An electrical installation that uses electric or light energy for electroic, electromechanical, chemical, heating, lighting, testing, communication, signaling, or similar purposes on the premises wiring side of the service point. (Performed under the NEC.)

Weatherhead: A weatherhead for service entrance cable installations is a manufactured rai-tig-t service head listed for the purpose as permitted according to the NEC.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA Chapters 203 and 205 as amended, with offices in the City of Lebanon, Grafton County, New Hampshire, for consideration paid, grants to ONE COURT STREET ASSOCIATES, a limited partnership organized under the laws of the State of New Hampshire, with a mailing address of Box 888, Lebanon, New Hampshire 03766, with QUITCLAIM covenants, that certain tract or parcel of land, together with all improvements located thereon, situated in the Mall area, so-called, of the downtown business section of the City of Lebanon, and bounded and described as follows:

Beginning at an iron pin located at the northwesterly corner of the intersection of North Park Street, Court Street and West Park Street in said Lebanon; thence proceeding North 01° 03' East bounded easterly by Court Street a distance of 142 feet to a concrete bound at the southeasterly corner of Parcel B-1; thence proceeding North 88° 46' West a distance of 59.86 feet to a drill hole in a concrete retaining wall at the northeasterly corner of land formerly of Francis Sargent et al; thence the following courses along said Sargent land: South 05° 26' West 36.24 feet; South 05° 02' 30" West 80.57 feet; South 85° 10' 30" East 3.2 feet; South 04° 40' 30" West 25.64 feet to a point on the northerly side of the Mall (formerly known as Hanover Street); thence proceeding South 89° 03' East a distance of 66.65 feet along the northerly side of the Mall to the point of beginning.

Reference is made to a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon, Grafton County, New Hampshire, Boundary and Disposition Plat" which plan is dated January 25, 1971, prepared by K. A. LeClair Assoc, Inc., and is recorded in the Grafton County Registry of Deeds in Pocket 3, Folder 4, Plan 13. Meaning and intending to convey Parcel B-8 as shown on said plan. Reference is also made to a plan entitled "Land Disposition Map, Parcel B-8, Lebanon Housing Authority, Lebanon, N.H." dated January 25, 1971, prepared by K. A. LeClair Assoc., Inc.

This conveyance is made upon the following express conditions, covenants and restrictions which shall be construed as covenants running with the land:

1. The premises shall not be subdivided. This condition shall remain in effect until December 21, 2005, or until such later date as may be provided by amendment of the Urban Renewal Plan.

See Book 1749 Page 305
See 9309 Pg 486

See Attach # 20721

2. The grantee shall devote the premises to, and only to and in accordance with the uses specified in the Urban Renewal Plan of the City of Lebanon approved December 21, 1965 as amended prior to the date of delivery of this deed provided that this paragraph shall not supersede any other provisions of this deed including any more restrictive conditions, covenants and restrictions imposed herein. This condition shall remain in effect until December 21, 2005, or until such later date as may be provided by amendment of the Urban Renewal Plan.

3. The grantee shall not discriminate upon the basis of race, color, creed, or national origin in the sale, lease or rental or in the use or occupancy of the premises or any improvements erected or to be erected thereon, or any part thereof. The covenant of this paragraph shall remain in effect without limitation as to time.

4. The grantee shall promptly begin and diligently prosecute to completion the redevelopment of the premises through the construction of improvements thereon, such construction to commence no later than JULY 1, 1988, and to be completed no later than JUNE 30, 1988, provided that promptly after completion of the improvements the grantor will give the grantee an instrument certifying such completion and this certificate shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the contract of the parties and this Paragraph 4 with respect to the obligation of the grantee and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof.

If the grantee shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within three (3) months, (six months, if the default is with respect to the date for completion of the improvements) after written demand by the grantor so to do; or the grantee shall fail to pay real estate taxes or assessments on the premises or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the contract of the parties, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the grantor made for such payment, removal, or discharge, within ninety (90) days after written demand by the grantor so to do; or there is, in violation of the contract of the parties any transfer of the premises or any part thereof, or any change in the ownership or distribution of the stock of the grantee, or with respect to the identity of the parties, in control of the grantee or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the grantor to the grantee, then the grantor shall have the right to re-enter and take possession of the premises and to terminate (and revert in the grantor) the estate conveyed by this deed, and all title and all rights and interests of the grantee, and any assigns or successors in interest to and in the premises, shall revert to the grantor; Provided, that such condition subsequent and any reversion of title as a result thereof in the grantor shall always be

subject to and limited by, and shall not defeat, render invalid or limit in any way, (i) the lien of any mortgage authorized by the contract of the parties, and (ii) any rights or interests provided in that contract for the protection of the holders of such mortgages. No remedies under this paragraph shall be enforceable after delivery of the certificate of completion referred to in Paragraph 4 above.

The conditions, covenants and restrictions in paragraphs numbered one through four above shall be binding, to the fullest extent permitted by law and equity and for the benefit and in favor of the enforceable by the grantor, its successors and assigns, the City of Lebanon, any successor in interest to the premises or any part thereof and the owner of any other land (or of any interest in such land) in the area of the Lebanon Business District Project of the City of Lebanon and the grantor as the area of the Project now exists or as it may hereafter be extended which land is subject to the land use requirements and restrictions of the Urban Renewal Plan of the City of Lebanon, and without limiting such enforcement by others, the covenants of Paragraph 3 shall further be enforceable by the United States of America, such enforcement by any of the persons or governments heretofore named to be against the grantee, its successors and assigns and every successor in interest to the premises or any part thereof or any interest therein and any party in possession or occupancy of the property or any part thereof. The conditions, covenants and restrictions set forth above shall run in favor of the grantor and the United States, for the entire period during which such conditions, covenants and restrictions shall be in force and effect, without regard to whether the grantor or the United States has at any time been, remains or is an owner of any land or interest therein to or in favor of which such conditions, covenants and restrictions relate. The grantor shall have the right, in the event of any breach of any such condition, covenant and restriction, and the United States shall have the right in the event of any breach of the covenant provided in Paragraph 3, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity of other proper proceedings to enforce the curing of such breach of condition, covenant and restriction, to which it or any other beneficiaries of such condition, covenant and restriction may be entitled.

The grantor makes no warranty to the grantee against loss or damage by reason of the following:

- I. Any law, ordinance or governmental regulation including but not limited to zoning ordinances restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- II. Governmental rights of police power or eminent domain.
- III. Title to any property, rights or easements beyond the lines of the land conveyed.
- IV. Defects, liens, encumbrances or adverse claims created, suffered, assumed or agreed to by the grantee, or known to the grantee on the date of delivery of the deed and not known to the grantor or not shown by the public

records, or resulting in no loss to the grantee, or attaching or created subsequent to the delivery of the deed.

V. Lack of power or capacity of the grantee to accept title to or legally enforce the interests conveyed hereunder.

IN WITNESS WHEREOF, the grantor has caused this deed to be executed by its Chairman, Gordon K. Place, duly authorized, by setting the name of the grantor hereto and affixing the seal of the grantor this 10th day of SEPTEMBER, 1986.

LEBANON HOUSING AUTHORITY

By Gordon K. Place
Chairman

STATE OF NEW HAMPSHIRE
GRAFTON, SS.

On this 10th day of SEPTEMBER, 1986, before me, William A. Baker, the undersigned officer, personally appeared Gordon K. Place, who acknowledged himself to be the Chairman of Lebanon Housing Authority, a corporation, and that he, as Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

Before me,

W. A. Baker

Justice of the Peace
Notary Public

Received and recorded: September 10, 1986 3:20 P.M.

Charles A. Wood, Register

MEMORANDUM

C. L. Robinson

TO E. P. Bailey Lebanon January 17, 1968
FROM K. E. Gordon North Andover
SUBJECT

GRANITE STATE ELECTRIC COMPANY
LEBANON HOUSING AUTHORITY
URBAN RENEWAL - CENTRAL BUSINESS DISTRICT
LEBANON, NEW HAMPSHIRE

In accordance with request of December 18, 1967, we have prepared estimates from a preliminary plan by Metcalf & Eddy for overhead distribution and street lights and also underground distribution and underground-fed street lights, summary and detail attached.

The overhead estimate assumes that permission will be granted to the Company for pole lines in the development to serve the various buildings and to meet the existing overhead line beyond the northeasterly end of the proposed railroad tunnel.

The estimates are based on the proposed construction necessary in this area being done as a single complete project, and not a series of projects spread over an extended period of time, and also developed generally in accordance with attached "Preliminary Plan" by Metcalf & Eddy.

→ The City or the property owner to supply necessary grants or easements. If underground distribution is accepted then all customers must agree to install underground services.

→ The Company policy is to carry underground services two (2) feet inside of private property except where the building is on the property line and in this case work would terminate outside of building. Duct work on and in the building is to be done by private owner. The Company then will feed secondary cable into building and charge for that portion of the cable within the building. The overhead estimate assumes the Company will bring the secondary overhead service to the building and the service from then on will be at customer's expense.

Within the Urban Redevelopment Area, street lighting has been recommended with an average light level on public ways of 1.5 footcandles. A total of 19 - 21,000 lumen Mercury Vapor units will be used on City streets. In the parking lots, area lighting has been recommended with an average light level of 2.0 footcandles. A total of 37 Mercury Vapor units will be used (for this purpose). Of the above 56 lights, 12 poles will carry twin fixtures and 32 poles will hold single fixtures. The City should be made aware of the annual costs as soon as possible and their acceptance of the new lighting requested.

Liberty014

E. P. Bailey - 2 - January 17, 1968

It should be realized that the figures shown are not based on firm information on load, location of new buildings and type of service to be supplied. When such information is available, it may be necessary to revise our estimates.

Not included in the above estimates is the cost of the preliminary engineering which has accrued since March, 1965 and is part of the total cost of the project.

A 5% increase in costs is anticipated for each additional year construction is delayed.

K. E. Gordon

K. E. Gordon

Attachments

KEG/ria

cc: E. P. Bailey (2)
H. J. Beauchemin
R. A. Gove
A. S. Trowbridge
D. Z. Breck
C. L. Robinson

Liberty015

OCSA-64

1/10/68

GRANITE STATE ELECTRIC COMPANY

LEBANON URBAN RENEWAL

SUMMARY OF UNDERGROUND AND OVERHEAD ESTIMATES

Street	U.G. Dist System	U.G. St. Ltg System	Total U.G. Cost	O.H. Dist. System	O.H. St. Ltg. System	Total O.H. Cost
Mascoma	\$ 25,600.	\$ 2,700.	\$ 28,300.	\$	\$ 800.	\$ 800.
Hanover (Relocated)	50,700.	7,500.	58,200.		2,900.	2,900.
Hanover (Relocated) and Development				15,500.		15,500.
West Park	12,600.	-	12,600.		-	
Court	20,300.	2,850.	23,150.		1,000.	1,000.
Flynn	13,000.	1,650.	14,650.		800.	800.
Development	67,300.	22,400.	89,700.		10,900.	10,900.
Taylor		1,700.	1,700.		800.	800.
	\$189,500.	\$ 38,800.	\$228,300.	\$15,500.	\$17,200.	\$ 32,700.

The estimated difference in cost between serving
this area underground instead of overhead is \$195,600.

Liberty016

Lebanon Housing Authority

May 23, 1969

Resolution # 229

"Be it resolved by the Commissioners of the Lebanon Housing Authority that the Granite State Electric Company is to be reimbursed for the cost of underground construction to serve three padmounted transformers, one single phase unit, a secondary service to the Mall area, and the perimeter overhead installation.


Total estimate of cost as submitted by Granite State Electric Company is \$28,600.00.

It is further resolved that the Chairman is authorized to execute an agreement with the utility company on behalf of the Lebanon Housing Authority as soon as said agreement has been properly prepared and delivered to the Authority for signature."

Motion by: Frances B. Dudley
Seconded by: Nelson Crawford

Unanimously carried.

Certified a true and correct copy.


Frances Elliott, Notary Public
(Commission expires August, 1970)

Grafton County Registry of Deeds

Book 1218 p. 427

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That LEBANON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of New Hampshire, pursuant to RSA Ch. 203:4, as amended, with offices in the City of Lebanon, Grafton County, New Hampshire, for consideration paid, grants to CITY OF LEBANON, NEW HAMPSHIRE, a municipal corporation organized and existing under the laws of the State of New Hampshire, with QUITCLAIM covenants,

Those certain tracts or parcels of land together with all improvements located thereon situated in said City of Lebanon and bounded and described as follows:

TRACT 1:

Beginning at a point in the easterly line of Court Street, so-called, at the northwesterly corner of the building now or formerly owned by Mascoma Savings Bank, as that building is shown on a plan entitled "Lebanon Business District, Project NH-14, City of Lebanon, Grafton County, New Hampshire, Boundary and Disposition Plat" which plan is dated January 25, 1971, and was prepared by K. A. LeClair Assoc., Inc.; thence proceeding North 84° 03' East 28.8 feet along the northerly line of said Mascoma Savings Bank building; thence continuing North 89° 28' East along said building a distance of 31.25 feet to an iron pin; thence turning and proceeding North 05° 57' West 42.1 feet to an iron pin in pavement; thence proceeding North 80° 30' East 47.55 feet to an iron pin; thence proceeding North 05° 55' West 39.25 feet to a stone bound; thence turning and proceeding North 88° 49' East 9.96 feet to a point; thence proceeding North 88° 55' East 84.6 feet to an iron pin; thence turning and proceeding North 02° 13' West a distance of 63.1 feet across Flynn Street, so-called, to a stone bound; thence proceeding South 88° 52' West a distance of 80 feet to a concrete bound on the westerly side of Flynn Street; thence turning and proceeding North 01° 53' East a distance of 164.96 feet to a concrete bound on the westerly side of Taylor Street, so-called; thence proceeding southwesterly in a curve to the left with a radius of 1515 feet, a distance of 173.54 feet to an iron pin (the chord of said curve is South 58° 48' West a distance of 173.45 feet); thence proceeding North 39° 11' 30" West a distance of 37.25 feet to a stone bound; thence proceeding North 03° 10' 30" East 71.81 feet to a stone bound; thence proceeding

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North 18° 34' West 51.04 feet to a stone bound on the southeasterly bank of the Mascoma River; thence proceeding in a general southwesterly direction along the riverbank and along a retaining wall a distance of 540 feet, more or less, to a drill hole in a concrete wall; thence proceeding South 44° 57' East a distance of 40.23 feet to a concrete bound at the northwesterly corner of Parcel C-9 as shown on said plan; thence proceeding South 75° 42' East a distance of 70.15' along the northerly line of said Parcel C-9 to a point marking the southwesterly corner of land formerly belonging to Lewis Brothers Hardware, and now or formerly belonging to one Jackson; thence proceeding North 14° 11' East along the westerly line of said Jackson land a distance of 105.40 feet to the northwesterly corner of the said Jackson's building; thence proceeding South 75° 49' East a distance of 50.7 feet to the northeasterly corner of said building; thence continuing in the same course a distance of 24.3 feet along Parcel C-10 to a concrete bound; thence proceeding South 14° 11' West along the easterly line of said Parcel C-10 a distance of 40 feet to a point; thence proceeding South 75° 49' East a distance of 42.5 feet to a point in the approximate center of the railroad right-of-way; thence proceeding South 12° 12' 30" West a distance of 30.01 feet to a point on the northerly line of land now or formerly of Thomas J. Keane et ux; thence proceeding South 76° 00' East a distance of 20.48 feet to a corner of buildings; thence proceeding North 14° 00' East a distance of 35.67 feet along the building now or formerly of 410 Nashua Corporation a distance of 35.67 feet to the northwesterly corner of said building; thence proceeding South 75° 52' East a distance of 57.3 feet to the northeasterly corner of said building; thence proceeding South 88° 46' East a distance of 31.06 feet to a drill hole in a retaining wall at the northwesterly corner of Parcel B-8; thence proceeding South 88° 46' East a distance of 59.86 feet to a concrete bound on the westerly side of Court Street, so-called; thence proceeding North 01° 03' East a distance of 79.11 feet to an iron pin; thence following said Court Street in a curve to the right with a radius of 60 feet a distance of 69.83 feet to a point; thence continuing along said Court Street in a curve to the right with a radius of 60 feet a distance of 24.42 feet to an iron pin; thence turning and proceeding South 04° 28' West a distance of 110.23 feet to a point in the easterly side of Court Street; thence continuing along the easterly side of Court Street South 03° 26' West a distance of 45.01 feet to the point of beginning.

Meaning and intending to include hereby in this conveyance Parcels A-1, A-2, A-3, A-4, B-1 and C-1 as shown on said plan, excepting herefrom the land previously conveyed to the grantee by the

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the grantor known as the so-called railroad right-of-way which land was conveyed to the grantee by deed of the Northern Railroad, which deed is dated May 12, 1969, and recorded in the Grafton County Registry of Deeds, Book 1092, Page 479. In an exchange of deeds, said railroad land was conveyed by the City of Lebanon to Lebanon Housing Authority and was reconveyed to the City of Lebanon by the Lebanon Housing Authority by deed to be recorded herewith.

TRACT 2:

Beginning at a point on the southerly side of new Route 120 at the point where said new Route 120 intersects with the westerly side of said railroad right-of-way; thence proceeding South 43° 44' 30" West along said railroad right-of-way a distance of 71 feet to the easterly bank of the Mascoma River; thence proceeding northerly along said riverbank a distance of approximately 225 feet to a dam; thence continuing northerly and northeasterly along said dam and along said riverbank to the southerly side of said new Route 120 at the southwesterly abutment of the new bridge, so-called; thence proceeding in a curve to the left along the southerly side of said Route 120 with a radius of 470 feet a distance of 169.84 feet to the point of beginning.

Meaning to convey hereby Parcel D-2 as shown on said plan.

Meaning to include herewith all rights of the grantor between the riverbank and the middle of the said river including all rights of the grantor in and to said dam, said new bridge and any other improvements to said river.

TRACT 3:

Beginning at a point in the northerly line of Mascoma Street, so-called, at the northeasterly corner of an existing bridge crossing the Mascoma River, which point is marked by a drill hole in a concrete wall; thence proceeding North 74° 08' 23" East 26 feet to a concrete bound on the northerly side of said Mascoma Street; thence proceeding North 03° 35' West bounded easterly by Parcel D-3 a distance of 154.6 feet to a concrete bound in the easterly side of said railroad right-of-way; thence proceeding South 43° 44' 30" West a distance of 41 feet to a stone retaining wall on the easterly bank of the Mascoma River; thence proceeding in a general southerly and southeasterly direction along said Mascoma River retaining wall a distance of 135 feet to the point of beginning.

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Meaning and intending to convey hereby Parcel D-3a as shown on said plan. Also conveying herewith any interest of the grantor between the riverbank and the middle of said river including any rights of the grantor in and to said dam, said new bridge and any other improvements to said river.

Also conveying with this Tract 3 an easement 15 feet in width as shown on said plan, which easement is located easterly of the second course of the within described Tract 3. The grantee shall have the right to use said easement to lay and re-lay water pipes and sewer pipes and the like and to use said easement for any other purposes consistent with the Urban Renewal Plan hereinafter described.

Conveyance of the within described three tracts is made upon the following express conditions, covenants and restrictions which shall be construed as covenants running with the land:

The grantee shall devote the premises to, and only to and in accordance with the uses specified in the Urban Renewal Plan of the City of Lebanon approved December 21, 1965, as amended prior to the date of delivery of this deed provided that this paragraph shall not supersede any other provisions of this deed including any more restrictive conditions, covenants and restrictions imposed herein. This condition shall remain in effect until December 21, 2005, or until such later date as may be provided by amendment of the Urban Renewal Plan.

IN WITNESS WHEREOF, Lebanon Housing Authority has caused its corporate name and seal to be hereunto affixed by John L. Brown, its CHAIRMAN, thereunto duly authorized, this 25th day of APRIL, 1974.

W. L. B.
Witness

LEBANON HOUSING AUTHORITY
By John L. Brown
Its CHAIRMAN

STATE OF NEW HAMPSHIRE
GRAFTON, SS.

On this 25th day of APRIL, 1974, before me, William A. Brown, the undersigned officer, personally appeared John L. Brown, who acknowledged himself to be the CHAIRMAN of Lebanon Housing Authority, and that he, as such CHAIRMAN being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CHAIRMAN.

Before me,

W. L. B.
Justice of the Peace

-4-

Received and recorded April 30, 1974 11:15 A.M.

Charles A. Wood
Charles A Wood Register

p.13

pp. 46-47

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

OCSA-71 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

LINE EXTENSIONS

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.



E. P. Bailey

Lebanon

June 23, 1969

W. L. Klehm

North Andover

41.1.3

GRANITE STATE ELECTRIC COMPANY
ESTIMATED COST
LEBANON URBAN RENEWAL

An estimate of the cost of primary service to the Lebanon Urban Renewal project has been prepared. This estimate, based on the latest available information, supersedes all others. The construction covered by this estimate is underground service to three (3) three-phase padmounted transformers, underground service to one (1) single phase transformer in a vault, and the periphery overhead system. Also included is the cost of removal, minus salvage, of the existing overhead system.

Not included in the estimate are the costs of transformation, secondary and service (Lebanon Housing Authority responsibility) and street lighting (transmitted under separate cover from R. A. Gove).

If any further information is desired, please let us know.

M. J. K.

Attachments

WLE/ria

cc: A. S. Trowbridge
D. Z. Breck
M. E. Dobson
W. Quirk

Liberty039

OCSA-72

June 23, 1969

PROJECT: Underground placement of Utility Distribution Lines for service to padmounted transformer at the rear of the National Bank and removal of overhead equipment in this area.

SCOPE: Install one primary cable riser, one transformer pad, approximately 215 feet of 2 duct bank and approximately 810 feet of #2 primary cable.

Remove nine poles and approximately 5100 feet of wire with associated hardware and devices.

INSTALL:

Riser	\$ 700.	
Transformer Pad	250.	
Duct	3,270.	
Cable	<u>1,180.</u>	
		\$ 5,400.

COST OF REMOVAL:

Poles & Fixtures	\$ 550.	
Overhead Conductors & Devices	<u>450.</u>	
		\$ 1,000.

SALVAGE:

Poles & Fixtures	\$ 150.	
Overhead Conductors & Devices	<u>250.</u>	
		\$ 400.

COST OF REMOVAL MINUS SALVAGE: \$ 600.

CONTINGENCY: 600.

ENGINEERING & OTHER OVERHEADS: 1,100.

TOTAL ESTIMATED COST: \$ 7,700.

WLK

Liberty040

June 23, 1969

PROJECT: Underground placement of Utility Distribution Lines for service to padmounted transformer at the rear of Woolworth's and removal of existing overhead equipment in this area.

SCOPE: Install one primary cable riser, one heavy duty handhole, one transformer pad, approximately 190 feet of 2 duct bank and approximately 780 feet of #2 primary cable.

Remove 2 poles and approximately 1,700 feet of wire with associated hardware and devices.

INSTALL:

Riser	\$700.	
Handhole	900.	
Transformer Pad	250.	
Duct	2,850.	
Cable	<u>1,100.</u>	
		\$ 5,800.

COST OF REMOVAL:

Poles & Fixtures	\$ 150.	
Overhead Conductors & Devices	<u>150.</u>	
		\$300.

SALVAGE:

Poles & Fixtures	60.	
Overhead Conductors & Devices	<u>140.</u>	
		\$200.

COST OF REMOVAL MINUS SALVAGE: 100.

CONTINGENCY: 600.

ENGINEERING & OTHER OVERHEADS: 1,100.

TOTAL ESTIMATED COST: \$ 7,600.

WLK

Liberty042