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Parties or Party: Liberty Utilities and/or one or more Customers under this Tariff.

Payment Agent: Any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.

Rate Schedule: The Rate Schedules included as part of this Tariff.

Specifications for Electrical Installations booklet: The booklet prepared by the Company to establish standardized rules and regulations for the installation of electric service connections within the Company's Service Area. The booklet is available online here https://new-hampshire.libertyutilities.com/uploads/Specifications_for_Electrical_Installations_2014_ESB_750_July_2014.pdf.

Self-Supply Service: Electric energy, ancillary services and capacity purchased by a Customer directly from the New England wholesale electric market managed by ISO-NE.

Tariff: This Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.

3. General

The Company undertakes to render dependable Delivery Service in accordance with this Tariff, of which these Terms and Conditions are a part, as on file from time to time with the Commission and legally in effect; such undertaking being subject to the applicable rules and regulations of the Commission and to the Company's Specifications for Electrical Installations booklet.

Although the Company will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, Delivery Service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the Delivery Service may be varied and/or such service to any Customer or Customers may be interrupted, curtailed, or suspended in the following described circumstances; and the obligations of the Company to render service under this Tariff are subject to such variance, interruption, curtailment, or suspension:

- i. When necessary to prevent injury to persons or damage to property.
- ii. When necessary to permit the Company to make repairs to or changes and improvements in a part or parts of the Company's electrical facilities; such action to be taken upon reasonable notice to the Customers to be affected, if practicable, or without any notice in an emergency when such notification would be impracticable or would prolong a dangerous situation.
- iii. When conditions in a part or parts of the interconnected generation-transmission system of which the Company's facilities are a part make it appear necessary for the common good.

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- iv. When such variance, including a reversal of supply, or such interruption, curtailment or suspension is a result of Force Majeure as defined in this Tariff and any cause except willful default or neglect on the Company's part.

The Company shall not be responsible for any loss, cost, damage or expense to persons and/or property resulting therefrom.

The Company does not undertake to regulate the voltage or frequency of its service more closely than is standard commercial practice or required by the rules of the Commission. If the Customer requires regulation of voltage or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at the Customer's expense.

4. Availability

Delivery Service shall be available to a Customer who has made an Application and has satisfied all of the requirements of this Tariff. Delivery Service shall be available solely for the delivery of electricity from a Supplier to a Customer or for the delivery of Energy Service or Self-Supply Service to a Customer.

In the event that a Customer is not receiving Self-Supply Service and is not receiving Supplier Service from a Supplier for any reason, the Company will arrange Energy Service provided the Customer has satisfied all the requirements for service under this Tariff.

5. Application, Contract and Commencement of Service

Application by the Customer for Delivery Service may be made to the Company at any time. Whether or not an Application for service is made by the Customer and accepted by the Company, the rendering of the service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the Tariff, as in effect from time to time, applicable to the service.

Except as otherwise specifically provided for under a Rate Schedule, all rates are predicated on a period of service at one location of not less than twelve (12) consecutive months, with monthly billing and monthly payment. The rendering of bills to Customers under this Tariff shall be performed exclusively by the Company.

6. Deposits, Payments, Refusal or Discontinuance of Service

The Company, to protect against loss, may require a satisfactory cash deposit or other guarantee as a condition of new or continuing service. No deposit shall be less than ten (10) dollars nor more than the estimated charge for utility service for a period of two (2) high-use billings

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the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus meets the Specifications for Electrical Installations booklet.

If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to \$2.76 per month per KVA of transformer needed.

If the Company does not furnish a separate connection for such load but does install additional transformer capacity, other new facilities, or rearranges its existing facilities, the customer may be required to make a payment or other guarantees such as an agreement by the customer to pay a minimum amount each month in lieu of, or in addition to, an up-front payment. Any such agreement would be based on the specific circumstances of the customer, and would be contained in a special contract filed with the Commission.

12. Underground Service

Prior to March 1, 2018, a Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

For installations after March 1, 2018, a Customer's premises may be connected to the Company's aerial distribution wires through an underground connection as provided for in Line Extensions - Policy 1: Individual Residential Customers and Line Extensions – Policy 2: Residential Developments.

13. Rate for Trial Installations

The Company may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be no longer than is necessary for the demonstration and must be specified in the agreement. Any such rates would be determined on a case-by-case basis, and would be included in a special contract filed with the Commission.

14. Installation and Sealing of Meter Switches and Circuit Breakers

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

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15. 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. Further information regarding the Company's specifications is contained within the Specifications for Electrical Installations booklet, which may be found here:

https://newhampshire.libertyutilities.com/uploads/Specifications_for_Electrical_Installations_2014_ESB_750_July_2014.pdf

16. Services to Barns or Garages

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

17. 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, 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.

18. Obtaining Street or Other Permits and Certificates

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits,

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22. 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. Further information regarding the Company's specifications is contained within the Specifications for Electrical Installations booklet, which may be found here:

https://newhamphshire.libertyutilities.com/uploads/Specifications_for_Electrical_Installations_2014_ESB_750_July_2014.pdf

23. Compliance

Service hereunder is subject to the Customer's compliance with the following conditions:

- i. The Customer shall comply with or perform all of the requirements or obligations of this Tariff and the Company's Specifications for Electrical Installations booklet.
- ii. The Customer shall allow the Company reasonable access to the Company's facilities located on the Customer's premises.
- iii. The Customer shall comply with any applicable orders and regulations of the Commission.
- iv. The Customer shall not cause or allow to exist any unauthorized or fraudulent use or procurement of the Delivery Service or any tampering with the connections or other equipment of the Company, or any condition on the Customer's premises involving the Delivery Service which is dangerous to health, safety or the electric service of others or which represents a clear and present danger to life, health, or physical property, or to the Company's ability to serve its other Customers.
- v. The Customer shall notify the Company when the Customer no longer desires Delivery Service.

24. Resale of Delivery Service

No Customer shall sell, resell, assign or otherwise dispose of all or any part of the Delivery Service purchased from the Company without the written consent of the Company. The sale of electric vehicle charging services electricity to a third party from an electric vehicle charging station shall not be considered resale of electricity.

25. Company Property

The Company shall have the right to install, maintain and operate such Company-owned facilities on the premises of the Customer as in its judgment may be required to render Delivery Service to the Customer in accordance with this Tariff, as such facilities shall be overhead or underground

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28. Relocation of Customer-Owned Equipment

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

29. Customer Street Crossings

i. Customer Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors under the street, the Customer should petition for the conductor crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing in accordance with current National Electric Safety Code and by applicable rules and regulations of the local government board having jurisdiction to a location designated by the Company. The Customer will own, operate and maintain the crossing.

ii. Company-Owned

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

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

For underground line extension installations after March 1, 2018, this policy no longer applies.

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57. Line Extensions – Policy 1: Individual Residential Customers

In areas in which Delivery Service by the Company is authorized, the Company will extend its single-phase or three-phase distribution facilities or upgrade its single-phase distribution facilities to three-phase distribution facilities to a maximum of 5,280 feet in length to serve Customers under Residential Delivery Service Rate D and Rate D-10, as follows:

i. Applicability

When an individual residential Customer (“Customer”) requests that a distribution line be extended to serve the Customer’s single family or duplex home the terms of this policy shall apply.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installations” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public Way and Private Property

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line.

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The Company has the right to refuse to accept a line extension that does not conform to the Company's specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the house and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such estimated cost is in excess of 50% of the average cost per foot.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property in accordance with the Company's specifications and subject to the Company's inspection.

3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 750, Specifications for Electrical Installations, found here:

https://newhampshire.libertyutilities.com/uploads/Specifications_for_Electrical_Installations_2014_ESB_750_July_2014.pdf

v. Payment Required

1. Overhead Line Extension

The "Overhead Cost per Foot" will be a predetermined cost per foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

The Company will provide a predetermined length of overhead distribution line, plus a service drop per house, free of charge ("Allowed Overhead Line Distance per House"). The service drop is considered to be from the last pole to the house.

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The “Allowed Overhead Line Distance per House” will be a predetermined distance per home as stated in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

If the total line distance required to serve the house is in excess of the “Allowed Overhead Line Distance per House,” there will be a charge to the Customer (“Overhead Installation Charge”).\

The “Overhead Installation Charge” payable by the Customer will be equal to the “Overhead Cost per Foot” times the number of feet in excess of the “Allowed Overhead Line Distance per House.”

2. Underground Line Extension

The Customer shall pay the estimated cost derived by multiplying the length of the Overhead System in excess of Three Hundred (300) feet, including normal service drops, by the average cost per foot on page 76 Section i.1. and adding the result to the excess cost of any padmounted transformers to be installed. The excess cost of a padmounted transformer is the amount by which the cost of a padmounted transformer exceeds the cost of an equivalent pole-mounted transformer. The Customer shall pay to the Company the difference between the estimated cost of an overhead service drop and the cost of an underground service drop and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company.

If an overhead line extension is built in combination with an underground line extension, the credit for the “Allowed Overhead Line Distance” will only be applied once.

If an existing overhead line extension is converted to an underground line extension, the Customer will not receive the credit associated with the first 300 feet.

3. Payment Terms

If the “Overhead/Underground Installation Charge” is less than \$3,000, the Customer will be required to pay the entire amount before the start of the construction.

If the “Overhead/Underground Installation Charge” is \$3,000 or greater, the Customer will have the option to either pay the entire amount before the start of the construction, or sign an agreement to pay the amount in 60 equal monthly payments, plus interest at the rate of interest applicable to the Company’s Customer deposit accounts at the time of execution of the payment agreement.

The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

For underground residential developments requesting underground service to the home, the Customer shall pay to the Company the difference between the estimated cost of an overhead service drop and the cost of an underground service drop and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company based on the average cost per foot on page 76 Section ii.

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4. More Than One Customer

Where overhead service is requested by more than one Customer under this policy at the same time, for the same line, the “Overhead Installation Charge” will be apportioned among those Customers, based on the amount of line attributable to each Customer. The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. The calculation of the “Overhead Installation Charge” shall allow for a credit equal to “Allowed Overhead Line Distance per House” for each Customer.

5. Customer Added After Initial Construction

At the original Customer’s request, if a new Customer (or group of Customers) is supplied service from facilities constructed under this policy, and if such service begins within five years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer(s) to make a prorated contribution to the payment of the initial “Overhead Installation Charge.” Any contribution received from a new Customer(s) will be used to proportionately reduce the original Customer’s “Overhead Installation Charge.” The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. However, no refunds will be paid in excess of the original Customer(s) “Overhead Installation Charge.” In addition, a credit for the “Allowed Overhead Line Distance per House” for each Customer will be applied.

6. Change of Customer

The Customer must agree, as a condition for the line extension monthly payments, that if the Customer sells, leases or otherwise transfers control and use of the home to another individual (“New Occupant”), and such “New Occupant” opens a new account with the Company, the Customer will obtain an agreement from the “New Occupant” to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Unless the “New Occupant” signs a new superseding payment agreement with the Company, the original Customer will remain personally liable for the balance owed.

7. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer’s home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

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The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

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

vi. Failure of Underground Facilities Which are the Subject of Customer Ownership

Individual residential line extensions installed prior to March 1, 2018 are owned by the Customer and thus the Customer is responsible for replacement of facilities owned by the customer, if failure occurs. At the request of the Customer, the Company will replace the underground line extension at the Customer's cost calculated in v-2. above. The Customer will be required to sign an authorization agreement, install the conduit to the Company's specifications, and once complete, the Company will replace the cable, and take ownership. The Customer is responsible for all requirements under iv.3. prior to installation of the replacement line extension including removal of all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary and secondary cable, and conduit including, but not limited to, spacers, glue and pulling strings. The Customer is responsible for any requirement regarding the removal or abandonment of the Customer Owned failed system on private property.

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58. Line Extensions – Policy 2: Residential Developments

i. General Applicability

When a developer, contractor, builder or other entity other than an individual residential Customer (“Customer”) proposing to construct individual homes or a residential development of single family or duplex homes, requests that distribution lines be constructed to serve the homes or development and no suitable distribution facilities exist, the terms of this policy shall apply. This policy applies to a Customer whenever it is building more than one single family or duplex home. Policy 2 applies to the subdivision mainline only. Individual services will fall under Policy 1.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications.

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Customers may not contract with private line contractors to construct line extensions along public ways.

2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house, and
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if in the Company's opinion such estimated cost is in excess of 50% of the average cost per foot.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public, and ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759A, Specifications for Electrical Installations – Underground Residential Distribution (URD) Installation and Responsibility Guide, found here: https://new-hampshire.libertyutilities.com/uploads/shared_constr_esb759A.pdf

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

4. Plans and Other Documents

The total number of house lots proposed to be constructed will be provided in advance to the Company by the Customer, along with a complete copy of the subdivision plans approved by the planning board in the municipality, if such is required by the municipality. The Company need not begin design work prior to receipt of the approved plans.

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The Company may require the Customer to provide, in advance and at no cost to the Company:

- a) a copy of the approval of the planning board for the subdivision;
- b) a copy of all permits and approvals that have been obtained for constructing the development;
- c) easements, drafted by the Company, for all facilities required to serve the development;
- d) the name and address of the financial institution providing financing for the development, including a contact person and phone number; a copy of
- e) a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required;
- f) if installation is requested after construction is complete, additional costs, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- g) a schedule of Customer's best estimate for the construction of homes in the development; and such other reasonable information that may be requested to confirm the viability of the development.

v. Payment Required

1. Overhead Installation Charge

Centerline Feet Calculation: The centerline feet calculation will be defined as the total length of all roadways within the subdivision.

The "Overhead Cost -per Centerline Foot" will be a predetermined cost per centerline foot calculated by the Company. This cost is located in Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

The "Overhead Cost per Centerline Foot" assumes that service points are in close proximity to roadways. The Company reserves the right to require the Customer to pay any excess costs to reach the service point when more than one span of wire is required to reach the service point from the roadway.

The Company will provide a predetermined length of centerline feet per house lot free of charge ("Allowed Overhead Distance per House"). The "Total Allowed Overhead Distance" for the development is equal to the number of house lots times the "Allowed Overhead Distance per House." The predetermined "Allowed Overhead Distance per House" can be located in Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

If the total centerline feet within the development are greater than the "Total Allowed Overhead Distance," then there will be a charge to the Customer ("Overhead Installation Charge").

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The “Overhead Installation Charge” will be equal to the “Overhead Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Overhead Distance,” and shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

2. Underground Installation Charge

The “Underground Cost per Centerline Foot” will be a predetermined cost per centerline foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The “Underground Cost per Centerline Foot” is calculated assuming all Company facilities terminate within 2 feet of the roadway. The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Underground Distance per House”).

The “Total Allowed Underground Distance” for the development is equal to the number of house lots times the “Allowed Underground Distance per House.” The predetermined “Allowed Underground Distance per House” can be located on page 76 of this tariff.

If the total centerline feet within the development are greater than the “Total Allowed Underground Distance”, then there will be a charge to the Customer (“Underground Installation Charge”).

The “Underground Installation Charge” will be equal to the “Underground Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Underground Distance.” The “Underground Installation Charge” shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

For underground residential developments requesting underground service to the home, the Customer shall pay to the Company the difference between the estimated cost of an overhead service drop and the cost of an underground service drop and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company based on the average cost per foot on page 76 Section ii.

3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

4. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with

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the installation to the Customer's home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met. The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

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

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59. Line Extensions – Policy 3: Individual Commercial and Industrial Customers

i. General Applicability

When a commercial or industrial Customer, developer, contractor, builder or other entity (“Customer”) requests service for new or increased load to a single lot, the terms of this policy shall apply.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

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2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and.
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive. The cost of the blasting and tree trimming is included in (C) of the formula which is found in section 59.vi.1.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

3. Underground Line Extension

The Company will install, own and maintain primary service from the Company's distribution system for commercial and industrial customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: https://new-hampshire.libertyutilities.com/uploads/shared_constr_esb759B.pdf

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

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4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company:

- a) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenant or buyer for the building or the proposed type of occupant, as far as is known by the Customer;
- c) barring a known occupant, the Customer's best estimates of the likely load of the proposed building; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a schedule of the Customer's best estimate for construction;
- h) and such other reasonable information that may be requested

v. Payment Required

1. Construction Advance

Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail additional payments from the Customer.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (R/k)$$

Where:

A = the Construction Advance paid to the Company by the Customer.

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C = the total estimated cost of construction for facilities required exclusively to meet the distribution service requirement of the Customer. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the annual Distribution Revenue derived from the Customer within the first year following the completion of the Company's construction of the facilities.

k = the annual carrying charges measured at the time of construction, expressed as a decimal.

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

2. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction.

Advance payment using actual construction costs and actual distribution revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time between twelve and thirty-six months after commencement of delivery of electricity.

To determine the refund the Construction Formula shall be modified as follows:

C = the actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the actual additional annual distribution revenue for the most recent twelve months.

k = the annual carrying charge factor, expressed as a decimal.

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If a lower or negative (A) results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the Customer's usage or the collectability of the Customer's account, then the Company shall refund a portion of, or the entire calculated Construction Advance or the full cost of construction, without interest. In no case shall the amount refunded exceed the original construction advance (A), nor shall the review result in additional payments from the Customer, unless excess costs are caused by the Customer.

3. Additional Payment

When in the Company's opinion, more than 32 hours of engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer the excess of 32 hours of engineering before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded unless excess costs are caused by the Customer.

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60. Line Extensions – Policy 4: Commercial and Industrial Developments

i. Applicability

When a developer, contractor, builder or other entity (“Customer”) proposes to construct a commercial or industrial development and no suitable distribution facilities exist, the terms of this policy shall apply. For the purposes of this policy, commercial or industrial Customers shall include condominiums, apartments or mobile home complexes.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

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2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc., that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive. The cost of the blasting and tree trimming is included in (C) of the formula which is found in section 60.vi.1.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: https://new-hampshire.libertyutilities.com/uploads/shared_constr_esb759B.pdf.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

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4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company, the following:

- a) a complete copy of construction plans including the subdivision plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenants or buyers for each building or the proposed type of occupant, as far as is known by the Customer; barring a known occupant, the Customer's best estimates of the likely load of each proposed building;
- c) all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required. If installation is requested after construction is complete, additional cost may be borne by the municipality and/or Customer if the appropriate tariff does not collect all costs of construction;
- h) a schedule of the Customer's best estimate for construction; and
- i) such other reasonable information that may be requested.

v. Payment Required

1. Construction Advance

The Company will determine the roadway infrastructure required to meet the distribution service requirements of the commercial development.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The "Allowed Credit per Buildable Lot" (B) will be a predetermined cost calculated by the company. This cost is located in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions. The Construction Advance shall be paid in full prior to the start of any construction.

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$$\text{Construction Advance (A)} = C - (B * N)$$

Where:

A = the Construction Advance paid to the Company by the Customer

C = the total estimated cost of construction for facilities required along the traveled way to meet the distribution service requirements of the development. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

B = Allowed Credit per buildable lot

N = Number of buildable lots

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

2. Additional Payment

When in the Company's opinion, more than 60 hours of engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer the excess of 60 hours before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

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61. Schedule of Fees for Line Extensions

i. Policy 1

1. Allowed Overhead/Underground Distance Per House:

- a) 300 feet or 1 pole, whichever is greater
- b) Overhead Cost per Foot greater than 300 feet \$11.40
- c) Excess Underground Cost per Foot greater than 300 feet:
 - 200 Amp Underground Residential Extension \$12.86
 - 400 Amp Underground Residential Extension \$14.26
 - 200 Amp Underground Residential Extension Siphon Service \$15.98
 - 400 Amp Underground Residential Extension Siphon Service \$17.79

The Customer is given a credit equal to the cost of up to 300 feet of overhead or underground distribution line towards the construction cost and the Customer pays for the costs in excess of the amount of the credit.

ii. Policy 2

- 1. Allowed Overhead Distance per House 100 feet
 - a) Overhead Cost per Foot \$11.40
- 2. Allowed Underground Distance per House 100 feet
 - a) Underground Cost per Centerline Foot \$14.71

Individual services will fall under Policy 1

iii. Policy 4

- 1. Overhead
 - a) B = Allowed Credit per Buildable Lot \$4,500
- 2. Underground
 - a) B = Allowed Credit per Buildable Lot \$4,500

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Title: ~~President~~

Authorized by NHPUC Order No. ~~26,005~~ in Docket No. DE ~~16-383~~, dated ~~April 12, 2017~~

Parties or Party: Liberty Utilities and/or one or more Customers under this Tariff.

Payment Agent: Any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.

Rate Schedule: The Rate Schedules included as part of this Tariff.

Specifications for Electrical Installations booklet: The booklet prepared by the Company to establish standardized rules and regulations for the installation of electric service connections within the Company's Service Area. The booklet is available online here https://new-hampshire.libertyutilities.com/uploads/Specifications_for_Electrical_Installations_2014_ESB_750_July_2014.pdf. ~~<https://new-hampshire.libertyutilities.com/acworth/commercial/electricity-partners.html>~~.

Self-Supply Service: Electric energy, ancillary services and capacity purchased by a Customer directly from the New England wholesale electric market managed by ISO-NE.

Tariff: This Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.

3. General

The Company undertakes to render dependable Delivery Service in accordance with this Tariff, of which these Terms and Conditions are a part, as on file from time to time with the Commission and legally in effect; such undertaking being subject to the applicable rules and regulations of the Commission and to the Company's Specifications for Electrical Installations booklet.

Although the Company will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, Delivery Service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the Delivery Service may be varied and/or such service to any Customer or Customers may be interrupted, curtailed, or suspended in the following described circumstances; and the obligations of the Company to render service under this Tariff are subject to such variance, interruption, curtailment, or suspension:

- i. When necessary to prevent injury to persons or damage to property.
- ii. When necessary to permit the Company to make repairs to or changes and improvements in a part or parts of the Company's electrical facilities; such action to be taken upon reasonable notice to the Customers to be affected, if practicable, or without any notice in an emergency when such notification would be impracticable or would prolong a dangerous situation.

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~~ii.~~iii. When conditions in a part or parts of the interconnected generation-transmission system of which the Company's facilities are a part make it appear necessary for the common good.

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~~iii.~~iv. When such variance, including a reversal of supply, or such interruption, curtailment or suspension is a result of Force Majeure as defined in this Tariff and any cause except willful default or neglect on the Company's part.

The Company shall not be responsible for any loss, cost, damage or expense to persons and/or property resulting therefrom.

The Company does not undertake to regulate the voltage or frequency of its service more closely than is standard commercial practice or required by the rules of the Commission. If the Customer requires regulation of voltage or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at the Customer's expense.

4. Availability

Delivery Service shall be available to a Customer who has made an Application and has satisfied all of the requirements of this Tariff. Delivery Service shall be available solely for the delivery of electricity from a Supplier to a Customer or for the delivery of Energy Service or Self-Supply Service to a Customer.

In the event that a Customer is not receiving Self-Supply Service and is not receiving Supplier Service from a Supplier for any reason, the Company will arrange Energy Service provided the Customer has satisfied all the requirements for service under this Tariff.

5. Application, Contract and Commencement of Service

Application by the Customer for Delivery Service may be made to the Company at any time. Whether or not an Application for service is made by the Customer and accepted by the Company, the rendering of the service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the Tariff, as in effect from time to time, applicable to the service.

Except as otherwise specifically provided for under a Rate Schedule, all rates are predicated on a period of service at one location of not less than twelve (12) consecutive months, with monthly billing and monthly payment. The rendering of bills to Customers under this Tariff shall be performed exclusively by the Company.

6. Deposits, Payments, Refusal or Discontinuance of Service

The Company, to protect against loss, may require a satisfactory cash deposit or other guarantee as a condition of new or continuing service. No deposit shall be less than ten (10) dollars nor more than the estimated charge for utility service for a period of two (2) high-use billings

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the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus meets the Specifications for Electrical Installations booklet.

If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to \$2.76 per month per KVA of transformer needed.

If the Company does not furnish a separate connection for such load but does install additional transformer capacity, other new facilities, or rearranges its existing facilities, the customer may be required to make a payment or other guarantees such as an agreement by the customer to pay a minimum amount each month in lieu of, or in addition to, an up-front payment. Any such agreement would be based on the specific circumstances of the customer, and would be contained in a special contract filed with the Commission.

12. Underground Service

Prior to March 1, 2018, Aa Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

For installations after March 1, 2018, a Customer's premises may be connected to the Company's aerial distribution wires through an underground connection as provided for in Line Extensions - Policy 1: Individual Residential Customers and Line Extensions – Policy 2: Residential Developments.

13. Rate for Trial Installations

The Company may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be no longer than is necessary for the demonstration and must be specified in the agreement. Any such rates would be determined on a case-by-case basis, and would be included in a special contract filed with the Commission.

14. Installation and Sealing of Meter Switches and Circuit Breakers

The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker -and such

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seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

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15. 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. Further information regarding the Company's specifications is contained within the Specifications for Electrical Installations booklet, which may be found here:

https://newhampshire.libertyutilities.com/uploads/Specifications_for_Electrical_Installations_2014_ESB_750_July_2014.pdf ~~https://newhampshire.libertyutilities.com/acworth/commercial/electricity_partners.html~~

16. Services to Barns or Garages

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

17. 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, 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.

18. Obtaining Street or Other Permits and Certificates

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The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits,

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22. 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. Further information regarding the Company's specifications is contained within the Specifications for Electrical Installations booklet, which may be found here:

https://newhampshire.libertyutilities.com/uploads/Specifications_for_Electrical_Installations_2014_ESB_750_July_2014.pdf

23. Compliance

Service hereunder is subject to the Customer's compliance with the following conditions:

- i. The Customer shall comply with or perform all of the requirements or obligations of this Tariff and the Company's Specifications for Electrical Installations booklet.
- ii. The Customer shall allow the Company reasonable access to the Company's facilities located on the Customer's premises.
- iii. The Customer shall comply with any applicable orders and regulations of the Commission.
- iv. The Customer shall not cause or allow to exist any unauthorized or fraudulent use or procurement of the Delivery Service or any tampering with the connections or other equipment of the Company, or any condition on the Customer's premises involving the Delivery Service which is dangerous to health, safety or the electric service of others or which represents a clear and present danger to life, health, or physical property, or to the Company's ability to serve its other Customers.
- v. The Customer shall notify the Company when the Customer no longer desires Delivery Service.

24. Resale of Delivery Service

No Customer shall sell, resell, assign or otherwise dispose of all or any part of the Delivery Service purchased from the Company without the written consent of the Company. The sale of electric vehicle charging services electricity to a third party from an electric vehicle charging station shall not be considered resale of electricity.

25. Company Property

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The Company shall have the right to install, maintain and operate such Company-owned facilities on the premises of the Customer as in its judgment may be required to render Delivery Service to the Customer in accordance with this Tariff, as such facilities shall be overhead or underground

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28. Relocation of Customer-Owned Equipment

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

29. Customer Street Crossings

i. Customer Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors under the street, the Customer should petition for the conductor crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing in accordance with current National Electric Safety Code and by applicable rules and regulations of the local government board having jurisdiction to a location designated by the Company. The Customer will own, operate and maintain the crossing.

ii. Company-Owned

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

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

For underground line extension installations after March 1, 2018, this policy no longer applies.

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57. Line Extensions – Policy 1: Individual Residential Customers

In areas in which Delivery Service by the Company is authorized, the Company will extend its single-phase or three-phase distribution facilities or upgrade its single-phase distribution facilities to three-phase distribution facilities to a maximum of 5,280 feet in length to serve Customers under Residential Delivery Service Rate D and Rate D-10, as follows:

i. Applicability

When an individual residential Customer (“Customer”) requests that a distribution line be extended to serve the Customer’s single family or duplex home the terms of this policy shall apply.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installations” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public Way and Private Property

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

~~2. Overhead Line Extension~~

Pursuant to RSA 370:12, Customers requiring an overhead or underground line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by ~~the~~ the.

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Company, to construct such ~~overhead power~~ line extension on private property. The contractor shall supply and install all materials as specified by the Company.

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All Overhead line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line.

The Company has the right to refuse to accept a line extension that does not conform to the Company's specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the house and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such estimated cost is in excess of 50% of the average cost per foot.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property in accordance with the Company's specifications and subject to the Company's inspection.

3. Underground Line Extension

The Company will install, own and maintain~~provide~~ a single phase residential service ~~to a residential customer~~ from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are shall be responsible defined in Electric Service Bulletin No. 750, Specifications for Electrical Installations, found here:
<https://newhampshire.libertyutilities.com/uploads/Specifications for Electrical Installations 2014 ESB 750 July 2014.pdf>
for:

- ~~a) Developing the plan to provide underground electric service (if feasible);~~
 - ~~a) Designating the location of all Company owned equipment, the service entrance, and meter location;~~
 - ~~b) Designating riser pole location or underground switching cubicle for primary and/or secondary service;~~
 - ~~c) Designating pad mount transformer location with protection (bollards), if required, and if oil containment is required for transformer foundation boxpad;~~

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- ~~d) Providing the Company owned transformer foundation boxpad and grounding for single phase pad mount transformer, along with pull box (if required).~~
- ~~e) Inspecting transformer foundation boxpad installation (including ground grid), other designated Company owned equipment installations, conduit system, and trenching to provided Company specifications;~~

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~~The Customer, at no cost to the Company, shall be responsible for the following prior to the start of the Company's construction:~~

- ~~a) Contacting the Company to apply for a new electric service and obtain a work request number sufficiently in advance of the commencement of construction to provide for applicable planning, material order, and construction schedule;~~
- ~~a) Obtaining any required municipal electrical permits and arranging electrical inspection;~~
- ~~b) Providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;~~
- ~~c) Installing all required foundations, handholes, pullboxes, grounding systems, and conduit including spacers, glue and pulling rope, etc., according to the Company's plan and Specifications;~~
- ~~d) Installing a primary riser (conduit system), 8 feet above ground shall be galvanized steel, including 90 degree steel sweep flush mount to pole designated by the Company, and bonding clamp with copper wire tap for grounding. The Company will install ground rod and complete bonding requirements;~~
- ~~e) Providing and installing Company approved Self contained Meter Socket at location Pre-Approved By the Company. Refer to Liberty Utilities ESB # 750 Specifications for Electrical Installations, latest version, Section 7.0 Metering, for Self contained Meter Socket requirements;~~
- ~~f) Provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company;~~
- ~~g) Code compliance: All construction must be in accordance with the Company's Construction Standards and the Specifications for Electrical Installations booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction; and~~
- ~~h) Obtaining any required environmental permits prior to the start of construction.~~

v. Payment Required

1. Overhead Line Extension

The "Overhead Cost per Foot" will be a predetermined cost per foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

The Company will provide a predetermined length of overhead distribution line, plus a service drop per house, free of charge ("Allowed Overhead Line Distance per House"). The service drop is considered to be from the last pole to the house.

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The “Allowed Overhead Line Distance per House” will be a predetermined distance per home as stated in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

If the total line distance required to serve the house is in excess of the “Allowed Overhead Line Distance per House,” there will be a charge to the Customer (“Overhead Installation Charge”).\

The “Overhead Installation Charge” payable by the Customer will be equal to the “Overhead Cost per Foot” times the number of feet in excess of the “Allowed Overhead Line Distance per House.”

2. Underground Line Extension

The Customer shall pay the estimated cost derived by multiplying the length of the Overhead System in excess of Three Hundred (300) feet, including normal service drops, by the average cost per foot on page 76 Section i.1.~~of the line extension which shall be derived by multiplying the length of the distribution facilities by the average cost per foot of underground distribution facilities greater than 300 feet, based on the schedule of charges on page 78 Section i.1.~~ and adding the result to the excess cost of any padmounted transformers to be installed. The excess cost of a padmounted transformer is the amount by which the cost of a padmounted transformer exceeds the cost of an equivalent pole-mounted transformer. The Customer shall pay to the Company the difference between the estimated cost of an overhead service drop and the cost of an underground service drop and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company.

~~The length of the distribution facilities shall be based on the length of primary and secondary line to be installed, excluding the length of secondary line to be installed for each Underground Service Drop.~~

If an overhead line extension is built in combination with an underground line extension, the credit for the “Allowed Overhead Line Distance” will only be applied once.

If an existing overhead line extension is converted to an underground line extension, the Customer will not receive the credit associated with the first 300 feet.

3. Payment Terms

If the “Overhead/Underground Installation Charge” is less than \$3,000, the Customer will be required to pay the entire amount before the start of the construction.

If the “Overhead/Underground Installation Charge” is \$3,000 or greater, the Customer will have the option to either pay the entire amount before the start of the construction, or sign an agreement to pay the amount in 60 equal monthly payments, plus interest at the rate of interest applicable to the Company’s Customer deposit accounts at the time of execution of the payment agreement.

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The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

For underground residential developments requesting underground service to the home, the Customer shall pay to the Company the difference between the estimated cost of an overhead service drop and the cost of an underground service drop and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company based on the average cost per foot on page 76 Section ii.

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4. More Than One Customer

Where overhead service is requested by more than one Customer under this policy at the same time, for the same line, the “Overhead Installation Charge” will be apportioned among those Customers, based on the amount of line attributable to each Customer. The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. The calculation of the “Overhead Installation Charge” shall allow for a credit equal to “Allowed Overhead Line Distance per House” for each Customer.

5. Customer Added After Initial Construction

At the original Customer’s request, if a new Customer (or group of Customers) is supplied service from facilities constructed under this policy, and if such service begins within five years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer(s) to make a prorated contribution to the payment of the initial “Overhead Installation Charge.” Any contribution received from a new Customer(s) will be used to proportionately reduce the original Customer’s “Overhead Installation Charge.” The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. However, no refunds will be paid in excess of the original Customer(s) “Overhead Installation Charge.” In addition, a credit for the “Allowed Overhead Line Distance per House” for each Customer will be applied.

6. Change of Customer

The Customer must agree, as a condition for the line extension monthly payments, that if the Customer sells, leases or otherwise transfers control and use of the home to another individual (“New Occupant”), and such “New Occupant” opens a new account with the Company, the Customer will obtain an agreement from the “New Occupant” to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Unless the “New Occupant” signs a new superseding payment agreement with the Company, the original Customer will remain personally liable for the balance owed.

7. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer’s home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

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The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

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

vi. Failure of Underground Facilities Which are the Subject of Customer Ownership

Individual residential line extensions installed prior to March 1, 2018 are owned by the Customer and thus the Customer is responsible for replacement of facilities owned by the customer, if failure occurs. At the request of the Customer, the Company will replace the underground line extension at the Customer's cost calculated in ~~viii.2.~~ above. The Customer will be required to sign an authorization agreement, install the conduit to the Company's specifications, and once complete, the Company will replace the cable, and take ownership. The Customer is responsible for all requirements under iv.3. prior to installation of the replacement line extension including removal of all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary and secondary cable, and conduit including, but not limited to, spacers, glue and pulling strings. The Customer is responsible for any requirement regarding the~~the~~ removal or abandonment of the Customer Owned failed system.

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58. Line Extensions – Policy 2: Residential Developments

i. General Applicability

When a developer, contractor, builder or other entity other than an individual residential Customer (“Customer”) proposing to construct individual homes or a residential development of single family or duplex homes, requests that distribution lines be constructed to serve the homes or development and no suitable distribution facilities exist, the terms of this policy shall apply. This policy applies to a Customer whenever it is building more than one single family or duplex home. Policy 2 applies to the subdivision mainline only. Individual services will fall under Policy 1.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring an overhead or underground line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such ~~overhead power~~ line extension on private property. The contractor shall supply and install all materials as specified by the Company. ~~Overhead-All~~

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line extensions must be designed by the Company and built to its specifications in order for the Company to assume

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ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company's specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house, and
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if in the Company's opinion such estimated cost is in excess of 50% of the average cost per foot.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public, and ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

3. Underground Line Extension

~~The Company shall be responsible for:~~

~~developing the plan to provide underground electric service;-~~

- ~~d) supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;-~~
- ~~e) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);-~~
- ~~f) providing Company owned street light foundations; providing, installing, owning and maintaining all transformers, Company owned street lights, primary and secondary cable, except services;-~~
- ~~g) making all connections to Company equipment;-~~
- ~~h) inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling;-~~

~~The Customer, at no cost to the Company, shall be responsible for providing, prior to the start of the Company's construction:~~

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The Company will install, own and maintain a single phase residential service from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759A, Specifications for Electrical Installations – Underground Residential Distribution (URD) Installation and Responsibility Guide, found here: https://new-hampshire.libertyutilities.com/uploads/shared_constr_esb759A.pdf ~~all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;- providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents;- installing foundations, provided by the Company, for Company owned street lights; supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above;- equipment that is not approved shall not be used without the prior written consent of the Company; installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location;- turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company; Provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company; Code compliance: All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installation booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction; and Obtaining any required environmental permits prior to the start of construction.~~

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

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4. Plans and Other Documents

The total number of house lots proposed to be constructed will be provided in advance to the Company by the Customer, along with a complete copy of the subdivision plans approved by the planning board in the municipality, if such is required by the municipality. The Company need not begin design work prior to receipt of the approved plans.

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The Company may require the Customer to provide, in advance and at no cost to the Company:

- a) a copy of the approval of the planning board for the subdivision;
- b) a copy of all permits and approvals that have been obtained for constructing the development;
- c) easements, drafted by the Company, for all facilities required to serve the development;
- d) the name and address of the financial institution providing financing for the development, including a contact person and phone number; a copy of
- e) a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required;
- f) if installation is requested after construction is complete, additional costs, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- g) a schedule of Customer's best estimate for the construction of homes in the development; and such other reasonable information that may be requested to confirm the viability of the development.

v. Payment Required

1. Overhead Installation Charge

Centerline Feet Calculation: The centerline feet calculation will be defined as the total length of all roadways within the subdivision.

The "Overhead Cost -per Centerline Foot" will be a predetermined cost per centerline foot calculated by the Company. This cost is located in Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

The "Overhead Cost per Centerline Foot" assumes that service points are in close proximity to roadways. The Company reserves the right to require the Customer to pay any excess costs to reach the service point when more than one span of wire is required to reach the service point from the roadway.

The Company will provide a predetermined length of centerline feet per house lot free of charge ("Allowed Overhead Distance per House"). The "Total Allowed Overhead Distance" for the development is equal to the number of house lots times the "Allowed Overhead Distance per House." The predetermined "Allowed Overhead Distance per House" can be located in Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

If the total centerline feet within the development are greater than the "Total Allowed Overhead Distance," then there will be a charge to the Customer ("Overhead Installation Charge").

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The “Overhead Installation Charge” will be equal to the “Overhead Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Overhead Distance,” and shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

2. Underground Installation Charge

The “Underground Cost per Centerline Foot” will be a predetermined cost per centerline foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The “Underground Cost per Centerline Foot” is calculated assuming all Company facilities terminate within 2 feet of the roadway. The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Underground Distance per House”).

The “Total Allowed Underground Distance” for the development is equal to the number of house lots times the “Allowed Underground Distance per House.” The predetermined “Allowed Underground Distance per House” can be located on page 768 of this tariff.

If the total centerline feet within the development are greater than the “Total Allowed Underground Distance”, then there will be a charge to the Customer (“Underground Installation Charge”).

The “Underground Installation Charge” will be equal to the “Underground Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Underground Distance.” The “Underground Installation Charge” shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

For underground residential developments requesting underground service to the home, the Customer shall pay to the Company the difference between the estimated cost of an overhead service drop and the cost of an underground service drop and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company based on the average cost per foot on page 76 Section ii.

3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

4. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with

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the installation to the Customer's home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met. The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

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

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59. Line Extensions – Policy 3: Individual Commercial and Industrial Customers

i. General Applicability

When a commercial or industrial Customer, developer, contractor, builder or other entity (“Customer”) requests service for new or increased load to a single lot, the terms of this policy shall apply.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring an overhead or underground line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such overhead power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All Overhead line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

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2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and.
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive. The cost of the blasting and tree trimming is included in (C) of the formula which is found in section 59.vi.1.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

3. Underground Line Extension

The Company will install, own and maintain primary service from the Company's distribution system for commercial and industrial customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: https://new-hampshire.libertyutilities.com/uploads/shared_constr_esb759B.pdf~~The Company will connect the Customer's underground primary distribution line extension to the Company's distribution system under the conditions shown below.~~

~~The Company shall be responsible for:~~

- ~~a) Developing the plan to provide underground electric service (if feasible);~~
- ~~b) Designating the location of all Company owned equipment, the service entrance, and meter location;~~
- ~~c) Designating riser pole location or underground switching cubicle for primary and/or secondary service;~~
- ~~d) Designating pad mount transformer location with protection (bollards), if required, and if oil containment is required for transformer foundation boxpad;~~
- ~~e) Inspecting transformer foundation boxpad installation (including ground grid), other designated Company owned equipment installations, conduit system, and trenching to provided Company specifications;~~
- ~~f) Installing, owning and maintaining: Pad Mount Transformer, primary cable and cable terminations, secondary cable, and meter (up to and including 400 Amp service).~~

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~~The Customer, at no cost to the Company, shall be responsible the following prior to the start of the Company's construction:~~

~~a) Contacting the Company to apply for a new electric service and obtain a work request number;~~

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- ~~sufficiently in advance of the commencement of construction to provide for applicable planning, material order, and construction schedule;~~
- ~~b) Obtaining any required municipal electrical permits and arranging electrical inspection;~~
 - ~~c) Providing, prior to the start of the Company's construction, a signed easement, drafted by the Company, for Company owned equipment on private property;~~
 - ~~d) Installing all required foundations, handholes, pullboxes, grounding systems, and primary conduit including spacers, glue and pulling rope, etc., according to the Company's plan and Specifications;~~
 - ~~e) Installing a primary riser (conduit system), 8 feet above ground shall be galvanized steel, including 90 degree steel sweep flush mount to pole designated by the Company, and bonding clamp with copper wire tap for grounding. The Company will install ground rod and complete bonding requirements;~~
 - ~~f) Providing and installing Company approved Self-contained Meter Socket at location Pre-Approved By the Company. Refer to Liberty Utilities ESB # 750 Specifications for Electrical Installations, latest version, Section 7.0 Metering, for Self-contained Meter Socket requirements;~~
 - ~~g) Provide the Company with easements, drafted by the Company, for all Company-owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company;~~
 - ~~h) Code compliance: All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installation booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction; and~~
 - ~~i) Obtaining any required environmental permits prior to the start of construction.~~

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

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4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company:

- a) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenant or buyer for the building or the proposed type of occupant, as far as is known by the Customer;
- c) barring a known occupant, the Customer's best estimates of the likely load of the proposed building; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a schedule of the Customer's best estimate for construction;
- h) and such other reasonable information that may be requested

v. Payment Required

1. Construction Advance

Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail additional payments from the Customer.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (R/k)$$

Where:

A = the Construction Advance paid to the Company by the Customer.

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C = the total estimated cost of construction for facilities required exclusively to meet the distribution service requirement of the Customer. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the annual Distribution Revenue derived from the Customer within the first year following the completion of the Company's construction of the facilities.

k = the annual carrying charges measured at the time of construction, expressed as a decimal.

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

2. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction.

Advance payment using actual construction costs and actual distribution revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time between twelve and thirty-six months after commencement of delivery of electricity.

To determine the refund the Construction Formula shall be modified as follows:

C = the actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the actual additional annual distribution revenue for the most recent twelve months.

k = the annual carrying charge factor, expressed as a decimal.

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If a lower or negative (A) results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the Customer's usage or the collectability of the Customer's account, then the Company shall refund a portion of, or the entire calculated Construction Advance or the full cost of construction, without interest. In no case shall the amount refunded exceed the original construction advance (A), nor shall the review result in additional payments from the Customer, unless excess costs are caused by the Customer.

3. Additional Payment

When in the Company's opinion, more than 32 hours of engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer the excess of 32 hours of engineering before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded unless excess costs are caused by the Customer.

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60. Line Extensions – Policy 4: Commercial and Industrial Developments

i. Applicability

When a developer, contractor, builder or other entity (“Customer”) proposes to construct a commercial or industrial development and no suitable distribution facilities exist, the terms of this policy shall apply. For the purposes of this policy, commercial or industrial Customers shall include condominiums, apartments or mobile home complexes.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Street Lights

This policy shall not apply to street lights. All street light installations will be made in accordance with the Company’s street light tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring an overhead or underground line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such ~~overhead power~~ line extension on private property. The contractor shall supply and install all materials as specified by the Company. ~~All~~Overhead line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

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2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc., that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive. The cost of the blasting and tree trimming is included in (C) of the formula which is found in section 60.vi.1.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: https://new-hampshire.libertyutilities.com/uploads/shared_constr_esb759B.pdf. ~~When underground service is requested, the Company shall be responsible for:~~

- ~~a) developing the plan to provide underground electric infrastructure along the traveled way;~~
- ~~a) supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer; designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);~~
- ~~b) providing Company owned street light foundations providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company owned street lights, and meters;~~
- ~~c) making all connections to Company equipment and;~~
- ~~d) inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.~~

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~~The Customer, at no cost to the Company, shall be responsible for, prior to the start of the Company's construction:~~

- ~~a) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;~~
- ~~a) providing and installing all required foundations (except for Company-owned street light foundations), handholes, manholes, grounding systems;~~

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- ~~and conduit including spacers, glue, and pulling strings, etc., as indicated on the Company's plan and related construction documents;~~
- ~~b) installing foundations, provided by the Company, for Company-owned street lights;~~
 - ~~c) supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above;~~
 - ~~d) obtaining written consent of the Company for use of non-approved equipment and;~~
 - ~~e) turning over ownership of the conduit system, to the Company upon inspection and acceptance of the conduit system by the Company;~~
 - ~~f) Provide the Company with easements, drafted by the Company, for all Company-owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company;~~
 - ~~g) Code compliance: All construction must be in accordance with the Company's Construction Standards and the Specification for Electrical Installations booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction; and~~
 - ~~h) obtaining any required environmental permits prior to the start of construction.~~

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company, the following:

- a) a complete copy of construction plans including the subdivision plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenants or buyers for each building or the proposed type of occupant, as far as is known by the Customer; barring a known occupant, the Customer's best estimates of the likely load of each proposed building;
- c) all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;

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- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required. If installation is requested after construction is complete, additional cost may be borne by the municipality and/or Customer if the appropriate tariff does not collect all costs of construction;
- h) a schedule of the Customer's best estimate for construction; and
- i) such other reasonable information that may be requested.

v. Payment Required

1. Construction Advance

The Company will determine the roadway infrastructure required to meet the distribution service requirements of the commercial development.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The "Allowed Credit per Buildable Lot" (B) will be a predetermined cost calculated by the company. This cost is located in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (B * N)$$

Where:

A = the Construction Advance paid to the Company by the Customer

C = the total estimated cost of construction for facilities required along the traveled way to meet the distribution service requirements of the development. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

B = Allowed Credit per buildable lot

N = Number of buildable lots

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Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

2. Additional Payment

When in the Company's opinion, more than 60 hours of engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer the excess of 60 hours before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

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61. Schedule of Fees for Line Extensions

i. Policy 1

1. Allowed Overhead/Underground Distance Per House:

- a) 300 feet or 1 pole, whichever is greater
- b) Overhead Cost per Foot greater than 300 feet \$11.40
- c) Excess Underground Cost per Foot greater than 300 feet: \$15.22
 - 200 Amp Underground Residential Extension \$12.86
 - 400 Amp Underground Residential Extension \$14.26
 - 200 Amp Underground Residential Extension Siphon Service \$15.98
 - 400 Amp Underground Residential Extension Siphon Service \$17.79

The Customer is given a credit equal to the cost of up to 300 feet of overhead or underground distribution line towards the construction cost and the Customer pays for the costs in excess of the amount of the credit.

ii. Policy 2

- 1. Allowed Overhead Distance per House 100 feet
 - a) Overhead Cost per Foot \$11.40
- 2. Allowed Underground Distance per House 100 feet
 - a) Underground Cost per Centerline Foot \$14.71
 - ~~a) Individual services will fall under Policy 1 Excess Underground Cost per Foot greater than 300 feet per house:~~
 - ~~200 Amp Underground Residential Extension~~ ~~\$12.86~~
 - ~~400 Amp Underground Residential Extension~~ ~~\$14.26~~
 - ~~200 Amp Underground Residential Extension Siphon Service~~ ~~\$15.98~~
 - ~~400 Amp Underground Residential Extension Siphon Service~~ ~~\$17.79~~

iii. Policy 4

- 1. Overhead
 - a) B = Allowed Credit per Buildable Lot \$4,500
- 2. Underground
 - a) B = Allowed Credit per Buildable Lot \$4,500

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