

**Attachments:**

- 1) Declaration and Complaint of 20 West Park, LLC and Godfrey Road Holdings, LLC
- 2) GIS – Lebanon, NH Online Property Viewer, Property Map showing approximate location of line failure
- 3) Single Line Drawing provided by Liberty – Power failure occurred on the dark segment of line 15
- 4) Correspondence between Liberty and Plaintiff/ Complainant
- 5) City of Lebanon, Urban Renewal Plans, adopted 12/65
- 6) Plaintiffs Mediation Statement
- 7) Specifications for Electrical Installations showing terminal Box or Transformer Secondary belong to Liberty
- 8) Liberty Electric Response to First Interrogatories
- 9) Policy 3 of NHPUC No. 19 - applies to a single Customer
- 10) Policy 4 of NHPUC No. 19 - applies to a Development or multiple customers
- 11) Lebanon Housing Authority – March 4, 1969 and May 23, 1969
- 12) Granite State Electric Memo, April 15, 1969 – cost “of our placing our lines underground”

**1) Declaration and Complaint of 20 West Park, LLC and  
Godfrey Road Holdings, LLC**

**THE STATE OF NEW HAMPSHIRE  
SECOND JUDICIAL CIRCUIT  
DISTRICT DIVISION - LEBANON                      DOCKET NO. \_\_\_\_\_**

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

v.

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

**DECLARATION and COMPLAINT**

The Plaintiffs complain against the Defendants as follows:

**PARTIES**

1. Plaintiff, 20 West Park LLC, is a New Hampshire limited liability company with a mailing address of 20 West Park Street, Suite 1, Lebanon, New Hampshire 03766 (hereinafter referred to jointly as "Plaintiff" or individually as "20 West Park").
2. Plaintiff, Godfrey Road Holdings, LLC, is a Vermont limited liability company with a principal place of business at 20 West Park Street, Suite 1, Lebanon, New Hampshire, 03766 (hereinafter referred to jointly as "Plaintiff" or individually as "Godfrey Road Holdings").
3. Plaintiff, Balagur Associates LLC, is a New Hampshire limited liability company with a mailing address of 20 West Park Street, Suite 1, Lebanon, New Hampshire 03766 (hereinafter referred to jointly as "Plaintiff" or individually as "Balagur Associates").
4. Plaintiff, Richard Balagur is a Vermont resident but with a principal business address at 20 West Park Street, Suite 1, Lebanon, New Hampshire 03766 (hereinafter referred to jointly as "Plaintiff" or individually as "Balagur").

2018 JUL 6 PM 3 54

5. Defendant, Liberty Energy Utilities (New Hampshire) Corp. (d/b/a Liberty Utilities), is a Delaware corporation with a principal place office at 11 Northeastern Boulevard, Salem, New Hampshire 03079, and whose registered agent is C T Corporation System, 9 Capitol Street, Concord, New Hampshire 03301 (hereinafter referred to jointly as "Defendant" or individually as "Liberty").

6. Defendant, City of Lebanon, is a municipal corporation organized under the laws of the State of New Hampshire and has a principal place of business and mailing address at 51 N. Park Street, Lebanon, New Hampshire 03766 (hereinafter referred to jointly as "Defendant" or individually as the "City").

#### **JURISDICTION and VENUE**

7. This Court has personal and subject matter jurisdiction over the parties pursuant to RSA 502-A:14 where Plaintiffs principal offices are all within the District, all parties do business within the District, and the allegations in this complaint relate to damages resulting from failure of a high voltage power line serving property located in Lebanon, New Hampshire, again within the District. Venue is appropriate under RSA 502-A:16 where all actions taken with regard to the allegation in this complaint occurred in Lebanon, New Hampshire, within the jurisdiction of the Lebanon District Division.

#### **BACKGROUND FACTS**

8. On July 7, 2012, the south side of the Lebanon Mall lost one leg of its three phase electrical service.

9. The loss of power was due to a failure of the underground high voltage line connecting the electrical distribution system of Liberty Utilities to a transformer on City owned land. No

part of this high voltage line which serves multiple businesses enters or crosses the property of the Plaintiffs.

10. The commercial buildings affected were the 30,000 square foot, four story Citizens Bank Building, the 30,000 square foot, three story Whipple Block, the 10,000 square foot, one story Sargent Block, and the 15,000 square foot, two story Commerce Building, which included properties owned and managed by Plaintiffs.

11. Businesses located within these commercial buildings were shut down due to a loss of electric power.

12. Elevators in the affected buildings were shut down by the power loss and ultimately had to be reset by service companies.

13. At all times relevant to the allegations herein, the Defendants owned and operated the high voltage distribution system serving Plaintiffs' buildings and the land upon which the distribution system was located.

14. Liberty Utilities was immediately contacted after the power failure and refused to provide repair services.

15. The City failed to provide financial assistance with the repair.

16. Plaintiff, Balagur Associates, as manager of buildings affected by the power outage, was left with no other choice but to arranged for repair of the Defendants' high voltage distribution line.

17. Electrical service was restored to the affected buildings on July 11, 2012.

18. Plaintiffs contributed funds to cover the cost of the repair and expenses related to the loss of power, these damages being within the jurisdictional limits of this Court.

**COUNT I (Negligence)**

19. The above paragraphs are incorporated by reference.
20. Defendants, owed the Plaintiffs a duty to maintain the high voltage line from the Liberty Utilities distribution system across City owned land.
21. Upon failure of this high voltage line, the Defendants owed the Plaintiffs a duty to promptly repair the electrical system and to cover all costs associated with said repair.
22. Defendants have breached their duty to maintain and repair the electrical system.
23. Plaintiffs had an obligation to mitigate damages and were responsible to numerous commercial tenants that required restoration of electrical power service to operate their businesses.
24. It was reasonable for Plaintiffs to move forward and effectuate the repair of the failed high voltage system to prevent further loss or damage to Plaintiffs and their tenants.
25. Plaintiffs have incurred damages as a direct and proximate result of the intentional decision of Defendants not to assume responsibility for the repair of the high voltage line that failed on July 7, 2012.

**COUNT II (Gross Negligence)**

26. The above paragraphs are incorporated by reference.
27. Defendants, owed the Plaintiffs a duty to maintain the high voltage line from the Liberty Utilities distribution system across City owned land.
28. Upon failure of this high voltage line, the Defendants owed the Plaintiffs a duty to promptly repair the electrical system and to cover all costs associated with said repair.

29. Defendants, despite knowledge of the failed utility line and knowledge of the costs associated with necessary repairs, breached their duty to Plaintiffs and required Plaintiffs to both manage and pay for the repairs.

30. Defendants failure to act to effectuate any repair to the high voltage line in a prompt and reasonable manner constitutes a conscious, voluntary and extreme failure on Defendants' part to use reasonable care which was likely to cause foreseeable damages to Plaintiffs.

31. Plaintiffs have incurred damages as a direct and proximate result of Defendants' gross negligence and breach of duty.

**COUNT III - LIBERTY UTILITIES (Violation of RSA 374:1)**

32. The above paragraphs are incorporated by reference.

33. New Hampshire statute RSA 374:1 provides that "every public utility shall furnish such service and facilities as shall be reasonably safe and adequate and in all other respects just and reasonable."

34. Defendant Liberty Utilities' actions in failing to repair the high voltage line in question have violated RSA 374:1 as it failed to provide in this instance services and facilities that were either safe or adequate for Plaintiffs reasonable use.

35. Plaintiffs have incurred damages as a direct and proximate result of Defendant's violation of RSA 374:1.

**COUNT IV (Breach of Contract)**

36. The above paragraphs are incorporated by reference.

37. Plaintiffs had a contractual agreement with Defendants for the provision of electrical service to their properties and for the repair of the failed high voltage line in question.

38. Liberty Utilities is contracted to provide the electrical service to Plaintiffs' properties.

39. The City, through its redevelopment plan after the fire on the Lebanon Mall in 1964, is contractually obligated to maintain the electrical service to the Lebanon Mall, including Plaintiffs' properties.

40. Defendants breached their contractual duty to maintain the high voltage line across City property by refusing or otherwise failing to repair the failed electrical line.

41. Plaintiffs have incurred damages as a direct and proximate result of Defendants' breach of agreement.

#### COUNT V (Unjust Enrichment)

42. The above paragraphs are incorporated by reference.

43. Because of Defendants failure to take responsibility for the failed high voltage line serving Plaintiffs' properties, Plaintiff invested significant sums of money to repair the Defendants electrical system.

44. The value of the electrical system owned by Defendants has been significantly increased by Plaintiffs repair of the failed high voltage system.

45. Defendants did not expend the costs to repair the failed electrical system despite their obligation to do so.

46. Defendants have been unjustly enriched by the reasonable actions of Plaintiffs.

47. Plaintiffs have incurred damages as a direct and proximate result of the unjust enrichment received by Defendants'.

48. It would be inequitable not to compensate Plaintiffs for the unjust enrichment received by Defendants.

WHEREFORE, Plaintiffs request the following relief:

- A. Judgment in favor of Plaintiffs for a dollar amount constituting damages within the jurisdictional limits of this Court;
- B. Costs, interest, and reasonable attorney's fees as permitted by New Hampshire law; and
- C. Such other relief the Court deems just and equitable.

Respectfully submitted,

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

Date: 7/6/15

By:   
\_\_\_\_\_  
Their Attorney

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



**ORIGINAL**  
**THE STATE OF NEW HAMPSHIRE**  
**JUDICIAL BRANCH**  
<http://www.courts.state.nh.us>

COPY FOR RETURN TO COURT

Court Name: 2nd Circuit - District Division - Lebanon

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

Case Number: 452-2015-CV-00030  
(if known)

20 West Park LLC, Godfrey Road  
Holdings LLC, Balagur Assoc. ~~WR~~  
and Richard Balagur

**WRIT OF SUMMONS**

*Liberty Energy  
Utilities (New  
Hampshire) Corp,  
d/b/a Liberty Util  
11 Northeastern Blue  
Salem, NH 0307*

Plaintiff

City of Lebanon  
Defendant

All at: 20 West Park St., Suite 1  
Street Address

51 N. Park Street  
Street Address

Lebanon, NH 03766  
City, State, Zip Code

Lebanon, NH 03766  
City, State, Zip Code

To the Sheriff or Deputy Sheriff of any County:

WE COMMAND YOU TO SUMMON: City of Lebanon and Liberty Energy Utilities (New Hampshire) Corp  
of Lebanon and Salem in the County of Grafton and Rockingham  
if found in your precinct, to appear at the 2nd Circuit - District Division - Lebanon  
Court at 38 Centerra Pkwy, Lebanon in said County of Grafton  
on the first Tuesday of September 2015

IN A PLEA OF: Assumpsit, case and law. See Declaration and Complaint, attached.

To the damage of the plaintiff(s), in an amount within the jurisdictional limits of the court.  
And make return of this Writ.

Witness Edwin W. Kelly Administrative Judge,  
New Hampshire Circuit Court

**NOTICE**

You do not have to physically appear in Court on the day specified in this writ since there will be no hearing on that day. However, if you desire to be heard on the matters raised in these papers, you must notify the court by filing an appearance with the court on or before the date specified on this writ. (Appearance forms are available at [www.courts.state.nh.us](http://www.courts.state.nh.us) or from any court location). The Court will then set a date for a hearing and you will be notified by mail. If you fail to file such an appearance, it will be assumed that you do not wish to contest the action and a default judgment may be entered against you.

Pamela L. Krawczyk  
Clerk of Court

July 6, 2015  
Date

Endorsed by \_\_\_\_\_  
Signature of Attorney or Self-Represented Person

Stephen P. Girdwood, Esq. 9997  
Name Bar ID # of Attorney  
P.O. Box 506, Lebanon, NH 03766  
Address  
(603) 448-1177  
Phone

COPY FOR RETURN TO COURT

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

Case Number: \_\_\_\_\_

WRIT OF SUMMONS

RETURN OF SERVICE

On \_\_\_\_\_ I summoned the within named \_\_\_\_\_ by

Giving in hand to him/her

Leaving at the abode of \_\_\_\_\_

at \_\_\_\_\_

an attested copy of this Writ/Petition at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

Fees: Service: \$ \_\_\_\_\_

Travel: \_\_\_\_\_

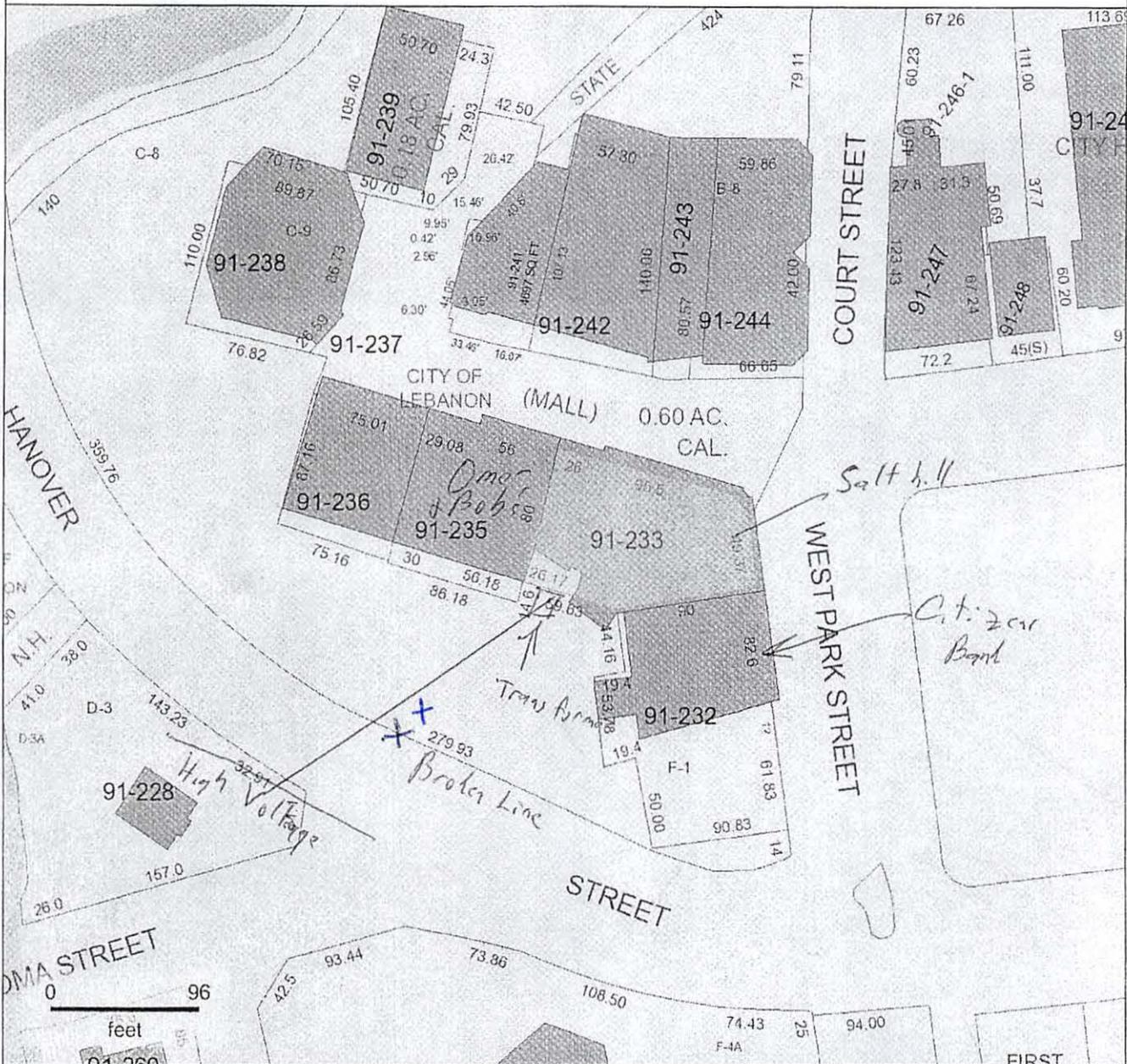
Other: \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**2) GIS – Lebanon, NH Online Property Viewer, Property Map showing approximate location of line failure**

Power Outage  
July 7, 2012

### Property Map



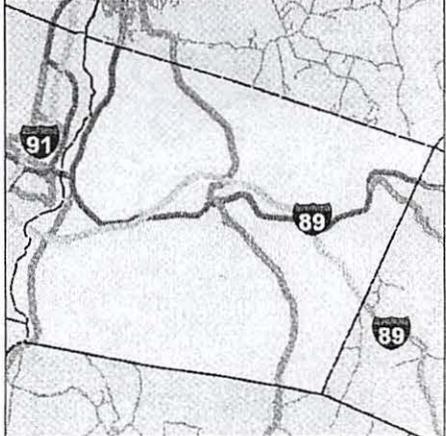
*South 1/4*  
*City Zoning Board*

**Property Information**  
 Property ID 91-233  
 Location 2 W PARK ST  
 Owner GODFREY ROAD HOLDINGS LLC



**MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT**

This data set/map is for planning purposes only and should not be used for larger scale analysis. The City of Lebanon shall not be held liable for any use of the data or images shown on this map, nor is any warranty of accuracy expressed. All uses of this data set/map are subject to field verification.



3) Single Line Drawing provided by Liberty – Power failure occurred on the dark segment of line 15

TIE POINT  
1L3

SCOMA ST

1-84  
OPEN

NIC ST. 2

4 3-4/0 CU 225

(25) C

(25) C

(C) 65K

75KVA  
STACKER  
120/208V

3-2/0 CU  
3-1/0 AL

(15) B

3-4/0 ALUM  
TAYLOR ST TAP

2-1  
40K

15K(CB)  
cust

150  
120/208  
9202/98

NAT. BANK  
500 KVA  
9202/24

3-#2 AL ALPE  
(CA)  
cust



N. PARK

S. PARK

225

10K 75  
(CC)120/208  
cust



9202/25

5

225

75

#### 4) Correspondence between Liberty and Plaintiff/ Complainant



February 27, 2015

Robert Black,  
Director of Electrical Operations  
Liberty Electric  
407 Miracle Mile  
Lebanon, NH 03766

RE: Power Outage – July 7, 2012 effecting the Lebanon Mall

Dear Mr. Black,

Thank you for taking the time to discuss the Power Outage that occurred in Lebanon shortly after Liberty Electric purchased the Lebanon service area from National Grid.

On Saturday, July 7, 2012 the south side of the Lebanon Mall lost one leg of three phase service. Affected were the 30,000 + SF, Citizens Bank building, the 30,000 +SF, Whipple block, the Sargent block, and the Commerce building. All buildings lost one leg of the three phase power. Due to the power imbalance all three phase systems shut down including elevators; Salt hill pub and the Lebanon diner were immediately affected and shut down for the duration. I have attached a drawing from the Lebanon GIS showing approximate locations of the buried power line, the break on the north side of Hanover St. (also Rt. 120) and the location of the transformer.

Liberty Electric completed its purchase of the local electric system on July 3, 2012. After receiving notification workers determined the problem lay somewhere between the high voltage line on the south side of Hanover St. and the transformer located in the municipal parking lot behind the Citizens bank building and Omer and Bob's store. Liberty Electric refused to provide repair services despite the fact the power line was a high voltage line connecting their distribution system to a transformer serving forty odd separate business, located on City owned land a served via a line traveling beneath a municipal parking lot. Richard Balagur, manager of the two larger buildings (separate ownership but joint management), later joined by the other property owners, authorized emergency repairs rather than wait for authorities to make repairs.

In 1964 it appears that a transformer was located in the middle of this parking lot. The Lebanon blaze of 1964 burned much of downtown Lebanon resulting in the City taking the parking lot by eminent domain in order to facilitate federal disaster reconstruction aid. The transformer serving the forty odd separate meters in the four buildings cited above was moved adjacent to the Whipple and Sargent buildings. From the GIS information the transformer is on City property.

Allen Robinson, facilities manager for the two larger buildings coordinated the response once Liberty Electric declined to repair the break, claiming that they had no record of owning the affected line. Liberty cooperated by providing the names and contacts of a local high voltage electrician, terminating high voltage service to the buildings, etc. I contracted with Richard Electric to provide repair service, and when repairs could not be completed within the weekend to have a portable generator installed and attached to the transformer output.

After several failed attempts the problem was determined to be a break in a line at the north eastern side of Route 120. A section of conduit was removed, the wire cut and a new wire from the high voltage line to the transformer installed. After power was restored elevators in both buildings required a manual reset by the elevator service companies, resulting in overtime charges to restore service.

Service was restored July 11, 2012, four days after the original break.

We seek restitution for our expenses to resolve this problem. Over \$20,000 was paid to Richard Electric, with thousands more spend on a project manager (Allen Robinson), generator fuel, elevator service due to wiring/ phase changes, etc. Please let me know how we can resolve this without resorting to the legal system.

Richard Balagur, Manager, 20 West Park, LLC (Owner Citizens Bank Building, 20 West Park Street, Lebanon, NH 03766

Richard Balagur, President, MTS Development Corp. (Owner, Whipple block aka Salt hill, 2 West Park Street, Lebanon, NH 03766

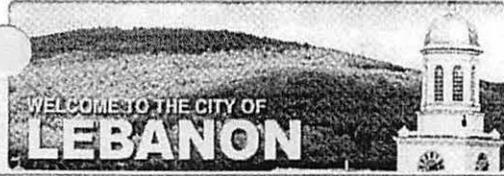
Attachments: GIS Map showing effected areas

Account Numbers from Current Bills

Invoices from Richard Electric

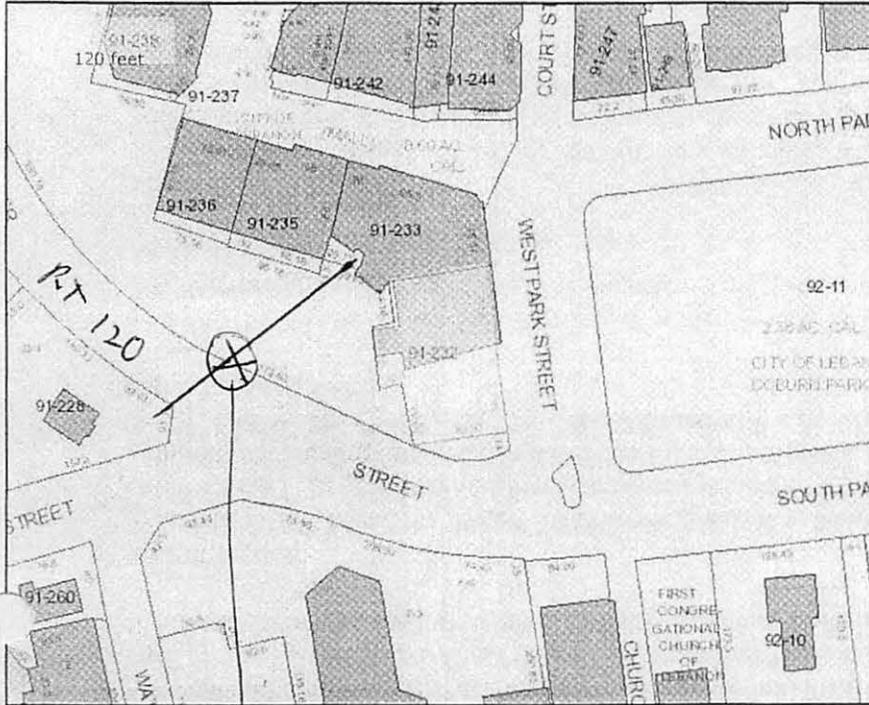
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IGNORED OPEN CLOSED VAULT HIDDEN

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# Online GIS Viewer

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Select a map size.

Scale 1" = 120 ft

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

Property ID	91-232
Location	20 W PARK ST
Owner	20 WEST PARK, LLC

Lot Size (acres)	0.33
Book	0
Page	0
Sale Date	3/13/2003
Sale Price	\$0.00

Property Viewer Theme ▾

*Damaged Line*

# Hartford Closes Budget Gap on Bridge Fix

By **MAGGIE CASSIDY**  
Valley News Staff Writer

**HARTFORD** — The town manager expects to award Windsor-based contractor Miller Construction with a contract today to rebuild the Quechee Bridge after the Selectboard gave a silent go-ahead last night, affirming a plan to tap town funds to close a budget gap.

Town Manager Hunter Rieseberg worked with a town-hired engineering firm to cut in half the \$600,000 difference between Miller's bid and

the town's \$1.8 million budget to rebuild the bridge that was devastated by Tropical Storm Irene last August.

Cost-cutting measures include nixing the field house and sharing space with the waste water treatment plant, an altered design of the wing wall, and incorporating an additional \$40,000 in spending from the Federal Emergency Management Agency.

The remaining \$313,000 will be made up through a \$250,000 surplus from the fiscal 2011-12 year budget and withdrawing \$63,000 from the

town's undesignated fund, which Rieseberg said currently totals about \$1.7 million.

While the bridge was scheduled as the central topic on last night's agenda, discussion about how to rebuild the West Hartford Library — also destroyed by Irene — was resurrected and at times tentatively debated.

Following nearly two hours of discussion, the board voted 5-1 at its last June meeting to put out to bid plans for a new library behind its current location on Route 14, on ground

about one foot higher than Irene's water line.

At the meeting, Selectman F.X. Flinn was the lone naysayer, and Selectwoman Sonia O. Knight was absent.

Board members Simon Dennis and Bethany Fleishman had reluctantly voted in favor of that option over an alternative that called for purchasing and renovating a dilapidated church nearby, which was championed by Flinn.

Both plans were expected to exceed  
*See HARTFORD—A3*

a hurry to construct a tower before Jan. 1, when broadband signals will switch to narrowband signals, necessitating a new tower.

If the Selectboard adopts a warning for a special Town Meeting tonight, then residents would vote for a bond issue of up to \$275,000 on Aug. 28, which is also primary day.

The proposed communication tower would be placed on New Boston Road near the public works garage and transfer station. At a June 27 Selectboard meeting, Town Manager Neil Fulton said the tower would need to win Act 250 approval, a land

**SURVIVE**  
regulatory  
review as  
designed."

Watt Alexander,  
Norwich

reviews  
"The  
vive reg  
seems  
borrow  
know w  
Alexan.  
Selectb  
Norwic

# Lebanon Power Outage Has Officials Wondering

By **BEN CONARCK**  
Valley News Staff Writer

**LEBANON** — It was a picturesque afternoon above ground on the city's pedestrian mall yesterday afternoon, but utility crews working on a faulty power cable had a mess on their hands beneath the surface.

Building owners and city officials don't know for certain who is responsi-

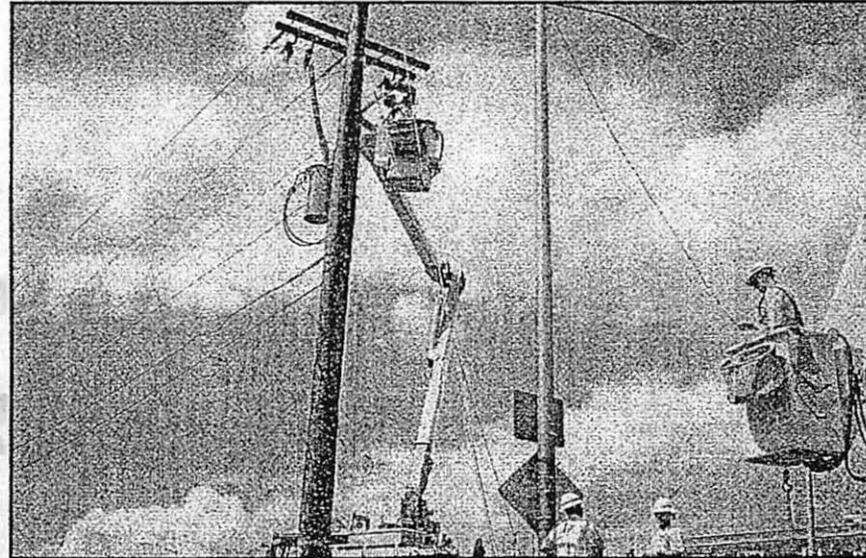
ble for repairing the outdated power cable that failed Saturday afternoon, leaving more than dozen businesses in four separate buildings on the mall without full power until an emergency generator was put into place on Monday afternoon.

To complicate matters even further, the site at which utility crews are working to determine where the cable was damaged is also the site of the 1964

*See LEBANON—A3*

Liberty Electric workers Mike Perry, left and Chuck Jones finish installing a new electric line across from the Lebanon Mall after a line failure caused a power outage yesterday.

VALLEY NEWS — SARAH PRIESTAP



# Ohio Att. Baseball C

By **JOHN**  
Associe

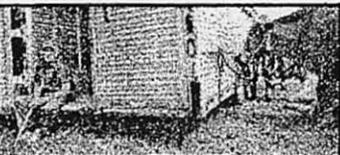
**DEFIANCE, OHIO** — Kar covered cardboard box t en dollhouse in his grand inside, he saw hundreds with twine. They were s used to seeing.

But some of the nar Famers Ty Cobb, Cy Yo Then he put the box or digging through the attic It wasn't until two wee



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**WEATHER**  
Partly sunn  
pleasant, highs

## ts Bridge Costs

and Alex DeFelicce echoed several residents who spoke in saying that "if we can find an extra \$300,000 to fund the Quechee Bridge," then the board should be willing to explore the options in spending more money on the library.

Flinn rejected those arguments, suggesting that the library rebuild was not thoroughly vetted before it went before voters in March.

While the bridge drew less contention last night, it was not without some debate: White River Junction resident Luke Eastman, who grew up in Quechee and spoke on

behalf of his mother, who still lives there, questioned how much of the bridge's surplus costs could be attributed to expediting the project for completion by Dec. 1. He suggested construction might be deferred until the spring so the costs fit what was "represented" during the bond vote in March.

Evan Detrick, project manager for DuBois & King, acknowledged it was an "aggressive" timeline but could not exact a dollar value for expediting the opening.

But business owners suggested waiting until spring would hurt their revenues, adding they were losing money every day the bridge was out of operation. Andrew Pearce, of Simon Pearce glassware and restaurant, said the restoration the village has endured since Irene would be moot if visitors could were not able to make it there.

The board was not required to take a vote on the issue, but did not raise objections to Rieseberg's alterations to the project and use of surplus funds.

*Maggie Cassidy can be reached at 603-727-3220 or mcassidy@vnews.com.*

## Lebanon Power Outage Goes Into Day Five

CONTINUED FROM PAGE A1

Lebanon fire, which has led to difficulties extracting the failed cable due to debris in the conduit which houses the cable.

Steven Cornell is a manager at Richard Electric, the contractor that is working alongside Liberty Utilities crews to restore power to the buildings. He said that despite the chaotic state of the underground conduit, the crews on-site and the building owners have "bent over backwards to help each other."

"We're talking about a utility that was put in over 45 years ago," Cornell said. "Because of the age of it, we can't budge it. There's debris, dirt, filth, and who knows what down inside the conduit and that has got all the cables locked up, so we can't pull them from either end."

Maureen Kirk, Liberty Utilities' New Hampshire spokeswoman, said yesterday evening that crews were attempting to cut the cable in half after efforts to pull the wire using a fiberglass cable rod failed earlier in the day.

"Envision cutting a garden hose in half," Kirk said. "If you had something inside the garden hose, then you'd be trying to pull it from the middle rather than from either end."

Both Kirk and Cornell anticipated the work would be completed by the end of the week.

In her office above Citizens Bank at the Lebanon Mall, hypnotherapist Pat Schwab sat peacefully to a backdrop of meditative music and a tranquil fountain, an ambiance that belied the confusion occurring in the parking lot below her office.

Schwab had to cancel two appointments on Monday, but said the clinic has been up and running since the generator was installed, and that the facilities manager of the building had been updating her on the power situation throughout the day via email.

"They've been very considerate to everyone," Schwab said.

Allen Robinson, the facilities manager for the Whipple Block and the Citizens Bank building, said he began working on the issue as soon as he found out the buildings had lost power on Saturday evening.

The other two structures affected by the outage were the 20 Hanover Street building and the Commerce building.



Workers from Liberty Electric, D.R. Key Corporation, and Richard Electric watch as D.R. Key Corporation employee Ron Garvin digs a hole yesterday to access a metal conduit pipe where a bad electric line was located across the street from the Lebanon Mall. VALLEY NEWS — SARAH PRIESTAP

Commenting on the team effort between utility crews and building owners, Robinson emphasized that the buildings' tenants have also been "outstanding" throughout the process.

"It could have gone south in a hurry," Robinson said.

Marty Carlton, who owns the Shoetorium, said that while he appreciates the efforts of those working to fix the problem, "you never make up lost business" in retail.

"If you go to the bank to make a deposit and it's closed, you're going to make that deposit the next day," Carlton said. "If someone comes here and we're closed, they'll go somewhere else."

Jonathan Wilmot, who works at Omer and Bob's Sport Shop, said that, the store was able to stay open on Monday because they still had their lights working.

Although the shop lost their computer and

Internet access for the day, Wilmot said they were still able to make transactions "the old fashioned way."

Karen Griffiths Smith, an optician at the Eye-glass Outlet, said that while there was enough natural light for customers to browse, the store lost its computers and was unable to cut lenses.

"Now we're playing catch-up today," Griffiths Smith said.

Acupuncturist Charles Meyers, who works at the Ancient Healing Arts Yoga Studio, made a call to his building administrator to make sure he would receive ample notification if power were to be disrupted during work hours yesterday.

"If you have someone on the table with needles in and the lights go out, it won't be pretty," Meyers said.

*Ben Conarck can be reached at bconarck@vnews.com or 603-727-3213*



# RICHARD / ELECTRIC INC.

## INVOICE

26000

131 A Street P.O. Box 999 Wilder, Vermont 05088  
802-295-3894 Fax 802-295-7917

BILL TO:

Balagur Associates, LLC  
Attn; Allen Robinson  
20 West Park St  
Lebanon, NH 03766

JOB W79485-911 Balagur/FailedUngd  
Attn; Allen Robinson  
20 West Park St  
Lebanon, NH 03766

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAGE
BALAGUR			Net 30	7/10/12	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Work performed on workorder W79485				
Work completed through 7/9/12				
Troubleshoot failed primary underground. Pull out wire in conduit. Install temporary generator.				
	1	Generator Rental	4853.00	4,853.00
	1	Sub Contracto (Bob Woodward)	220.00	220.00
	1	Excavation for pavement removal	880.00	880.00
	1	Blade	4.35	4.35
Total Material and Other				5,957.35
	5.50	Emergency Electrician hours	110.00	605.00
	12.00	Emergency Supervisor hours	143.00	1,716.00
	26.50	Electrician hours	55.00	1,457.50
	12.00	Supervisor hours	65.00	780.00
	1.50	Over Time Electrician hours	82.50	123.75
Total Labor				4,682.25

*REC'D 07/17 AB*

PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1 1/2% PER MONTH (18%PER YEAR) AND COLLECTION FEES.	SALE AMOUNT	10,639.60
	<b>TOTAL</b>	<b>\$10,639.60</b>

# RICHARD / ELECTRIC INC.

131 A Street P.O. Box 999 Wilder, Vermont 05088  
802-295-3894 Fax 802-295-7917

# INVOICE

26097

BILL TO:

Balagur Associates, LLC  
Attn; Allen Robinson  
20 West Park St  
Lebanon, NH 03766

JOB W79485-911 Balagur/FailedUngd  
Attn; Allen Robinson  
20 West Park St  
Lebanon, NH 03766

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAG
BALAGUR			Net 10	7/19/12	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	----------	-------------	------------	----------------

Work performed on workorder W79485-911

Work completed on 7/11/12

Finish repairs for failed underground service.

1		Loader/Backhoe Work	5863.08	5,863.08
3		-Bushing Plastic 4"	342.23C	10.27
2		-EMT Coupl DC SS 4"	1,783.11C	35.66
2		-EMT Conn DC Comp 1"	141.07c	2.82
1		GRC 90D Elbow	288.75	288.75
4		PVC Strap 2 Hole 4"	458.11c	18.32
1		Electrical Coating 15oz.	44.13ea	44.13
10		-GRC Conduit 4"	3,005.84cf	300.58
1		-PVC Sch40 90D 4"	3,008.25c	30.08
1		-PVC Fitting Exp Coupl 4"	11,643.50C	116.44
4		-PVC Fitting FM Adaptor 4"	734.00C	29.36
10		-PVC Conduit SCH 80 4"	472.49C	47.25
1		Sub Contractor (Bob Woodward)	220.00	220.00

COPY

Total Material and Other 7,006.74

21.00 Supervisor hours 65.00 1,365.00  
26.00 Electrician hours 55.00 1,430.00

Total Labor 2,795.00

PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1 1/2% PER MONTH (18%PER YEAR) AND COLLECTION FEES.

SALE AMOUNT	9,801.74
<b>TOTAL</b>	<b>\$9,801.74</b>

# Balagur Associates, LLC

20 West Park Street, Suite #1  
Lebanon, NH 03766

# Invoice

Date	Invoice #
8/14/2012	320

<b>Bill To</b>
20 West Park, LLC 20 West Park Street Suite 1 Lebanon NH 03766

Location	Terms	Vendor
Bank Building	Due on receipt	AR

Date Complet...	Description	Qty	Rate	Amount
7/2/2012	HVAC service 2nd & 4th floor	7	50.00	350.00
7/3/2012	Notes, schedules & work orders	1.5	50.00	75.00
7/3/2012	Met w/ Richard, walk through plans, schedules	1	50.00	50.00
7/3/2012	HVAC service 3rd floor (capacito bad, fan)	2.5	50.00	125.00
7/5/2012	Orientation/mechanical walk through w/ Peter	2.5	50.00	125.00
7/5/2012	HVAC roof, filters change w/ Peter, went over units & air exchanger	3	50.00	150.00
7/6/2012	Projects list w/ Peter, schedule etc.	2	50.00	100.00
7/7/2012	Power outage (4.0 hrs. 20 WP, 4.0 hrs. MTS)	4	50.00	200.00
7/8/2012	Power outage ((6.5 hrs. 20 WP, 6.5 hrs. MTS)	6.5	50.00	325.00
8/9/2012	Power outage (5.75 hrs. 20 WP, 5.75 hrs. MTS)	5.75	50.00	287.50
7/10/2012	Power outage (3.0 hrs. 20 WP, 3.0 hrs. MTS)	3	50.00	150.00
7/10/2012	HVAC, outage issues w/ heat pumps	1	50.00	50.00
7/10/2012	Power outage follow up (0.5 hrs. 20 WP, 0.5 hrs. MTS)	0.5	50.00	25.00
7/11/2012	Power outage (0.75 hrs. 20 WP, 0.75 hrs. MTS)	0.75	50.00	37.50
7/11/2012	HVAC, restart pumos, replace fuses, roof top units	5.5	50.00	275.00
7/11/2012	HVAC, service Aldrich/Lindner	2	50.00	100.00
7/11/2012	HVAC notes, 0.25 hrs. 20 WP, 0.25 hrs. MTS)	0.25	50.00	12.50
7/12/2012	HVAC restart w/ Peter	2	50.00	100.00
7/12/2012	Met w/ Paul w/ updates throughout	0.5	50.00	25.00
7/12/2012	Met w/ SCORE	2	50.00	100.00
7/13/2012	paperwork & updates	3	50.00	150.00
7/13/2012	Reset heat pumps, Lindner	3	50.00	150.00
			<b>Total</b>	<b>\$2,962.50</b>

*Allen  
2.5 hr.*

# Balagur Associates, LLC

20 West Park Street, Suite #1  
Lebanon, NH 03766

# Invoice

Date	Invoice #
8/14/2012	321

Bill To
MTS Development Corp. 2 West Park Street Suite 1 Lebanon NH 03766

Date Complet...	Description	Qty	Rate	Amount	Location	Terms	Vendor
						Due on receipt	AR
7/2/2012	HVAC, Systra service follow up	0.5	50.00	<del>25.00</del>			
7/3/2012	Carpet cleaning schedule for Ira	0.5	50.00	<del>25.00</del>			
7/3/2012	Lights, reset timer 2nd floor	0.5	50.00	<del>25.00</del>			
7/3/2012	Carpet cleaning schedule NCCT	0.5	50.00	<del>25.00</del>			
7/5/2012	Change filters/ HVAC roof	1	50.00	<del>50.00</del>			
7/6/2012	Follow up w/ Salt hill function room	1.5	50.00	75.00			
7/6/2012	HVAC, Salt hill A/C & function room	1.5	50.00	<del>75.00</del>			
7/6/2012	HVAC, 2nd floor, east side, damper adjust	2	50.00	<del>100.00</del>			
7/7/2012	Power outage (4.0 hrs. 20 WP, 4.0 hrs. MTS)	4	50.00	200.00			
7/8/2012	Power outage (6.5 hrs. 20 WP, 6.5 hrs. MTS)	6.5	50.00	325.00			
7/9/2012	Power outage (5.75 hrs. 20 WP, 5.75 hrs. MTS)	5.75	50.00	287.50			
7/10/2012	Power outage (3.0 hrs. 20 WP, 3.0 hrs. MTS)	3	50.00	150.00			
7/10/2012	HVAC, outage issues w/ heat pumps	3	50.00	150.00			
7/10/2012	Outage follow up (0.5 hrs. 20 WP, 0.5 hrs. MTS)	0.5	50.00	25.00			
7/11/2012	Power outage (0.75 hrs. 20 WP, 0.75 hrs. MTS)	0.75	50.00	37.50			
7/11/2012	HVAC, change fuse, restart	2.5	50.00	125.00			
7/11/2012	HVAC notes (0.25 hrs. 20 WP, 0.25 hrs. MTS)	0.25	50.00	12.50			
7/12/2012	HVAC, Salt hill	2.5	50.00	125.00			
7/12/2012	HVAC, called in for Salt hill	2	50.00	100.00			
7/13/2012	HVAC, change filters, roof units	2.5	50.00	125.00			
7/14/2012	HVAC, follow up Salt hill	0.5	50.00	25.00			
<b>Total</b>						<b>\$2,087.50</b>	

# ThyssenKrupp Elevator



ThyssenKrupp

ThyssenKrupp Elevator  
PO Box 933007  
Atlanta, Georgia 31193-3007

## INVOICE 341908

Invoice Date: 7/17/12  
WORCESTER

Reference:  
CITIZEN BANK  
20 WEST PARK STREET  
LEBANON, NH

ACCOUNTS PAYABLE  
20 WEST PARK, LLC  
SUITE 1  
20 WEST PARK STREET  
LEBANON, NH 03766 1399

Customer Number: 834786-031

TRACK#: 7561764

Invoice Amount: 1,200.00

Customer Number: 834786-031 Invoice Number: 341908 Reference: CITIZEN BANK  
TRACK#: 7561764

REQUEST PAYMENT FOR SERVICE CALL ON 7/10/12. *Tuesday*  
ELEVATOR WAS NOT WORKING AFTER A POWER FAILURE. MECHANIC  
RESET RAM MEMORY AND RETURNED TO SERVICE.  
SEE COPY OF TIME TICKET 4.5 ST MECHANIC HOURS @ A RATE OF  
\$260.00 PER HOUR.  
EXPENSES

1,170.00  
30.00

SALES TAX

*Travel times: not included  
@ \$260 hr. for*

INVOICE IS DUE UPON RECEIPT

For Billing: 401-642-2700  
For Service: 401-642-2700

Total Amount:

1,200.00

**Please Enclose Above Remittance  
Stub With Your Payment**

ThyssenKrupp Elevator

PO Box 933007

Atlanta, Georgia 31193-3007

# ThyssenKrupp Elevator



**Customer Service Ticket**

**Print Date: 7/16/12**

44 ALBION RD. SUITE 103  
 LINCOLN, RI 02865  
 Phone: 4016422700  
**Location:**  
 CITIZEN BANK  
 20 WEST PARK STREET  
 LEBANON, NH 03766  
 347867031 - 20 WEST PARK, LLC  
**BillingInfo:** Billing Code: 2  
**Caller:** Allen Robinson / 6032529946

**Date:** 07/10/2012      **From:** 9:00 AM      **To:** 12:30 PM  
**Branch No.:** 420      **Route No.:** 3,104      **Ticket No.:** 7561764  
**Received:** 7/10/2012 8:28:00AM  
**Technician:** O'DONNELL, MICHAEL  
**Work Completed**

**Trouble Reported**

After power failure, they are up and running on full power w/generator - elevator won't work - pls confirmED

**Action Required**

troubleshoot controles after power failure reset RAM memory

Part Number	Description	Quantity
-------------	-------------	----------

**Maintenance Contract      Warranty Maintenance**

Maintenance	Call Back	Billable	Maintenance	Billable
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Payroll & Expense Information**

Zone	Subsistence	Cartage	Misc	Miles	Materials	PerDiem	Tolls
0.00	\$ 0.00	\$ 0.00	50.00	0.0	\$ 0.00	\$ 0.00	\$ 0.00

**Work Time      Travel Time**

	ST	1.5	1.7	2.0	ST	1.5	1.7	2.0
Billable	4.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Billable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>4.50</b>	<b>0.00</b>						

**Customer Signature**

**Technician Signature**

# ThyssenKrupp Elevator



ThyssenKrupp

ThyssenKrupp Elevator  
PO Box 933007  
Atlanta, Georgia 31193-3007

## INVOICE 341916

Invoice Date: 7/17/12  
WORCESTER

Reference:  
CITIZEN BANK  
20 WEST PARK STREET  
LEBANON, NH

ACCOUNTS PAYABLE  
20 WEST PARK, LLC  
SUITE 1  
20 WEST PARK STREET  
LEBANON, NH 03766 1399

Customer Number: 834786-031

TRACK#: 7563082

Invoice Amount: 914.00

Customer Number: 834786-031 Invoice Number: 341916 Reference: CITIZEN BANK  
TRACK#: 7563082

REQUEST PAYMENT FOR SERVICE CALL ON 7/11/12.  
POWER WAS BACK ON BUT ELEVATOR WAS NOT RUNNING. MECHANIC  
FOUND CONTROLLER OUT OF PHASE . WAITED FOR IT TO CORRECT  
AND THEN CLEARED RAM. RETURNED TO SERVICE.  
SEE COPY OF TIME TICKET 2.0 OT MECHANIC HOURS @ A RATE OF  
\$442.00 PER HOUR.

EXPENSES

884.00  
30.00

SALES TAX

INVOICE IS VOID UPON RECEIPT

For Billing: 401-642-2700  
For Service: 401-642-2700

Total Amount: 914.00

**Please Enclose Above Remittance  
Stub With Your Payment**

ThyssenKrupp Elevator

PO Box 933007

Atlanta, Georgia 31193-3007

# ThyssenKrupp Elevator



**Customer Service Ticket**

**Print Date: 7/16/12**

44 ALBION RD. SUITE 103  
 LINCOLN, RI 02865  
 Phone: 4016422700

**Location:**  
 CITIZEN BANK  
 20 WEST PARK STREET  
 LEBANON, NH 03766  
 347867031 - 20 WEST PARK, LLC

**BillingInfo:** Billing Code: 2  
 Caller: Paul Ballanger / 6034481100

**Date:** 07/11/2012  
**From:** 4:20 PM  
**To:** 5:50 PM

**Branch No.:** 420  
**Route No.:** 3,104  
**Ticket No.:** 7563082

**Received:** 7/11/2012 4:09:00PM

**Technician:** O'DONNELL, MICHAEL

**Trouble Reported**

They are back to full power, elevator not running - pls confirmED

**Action Required**

controler out of phase wait for it tobe corrected then clear ram

Part Number	Description	Quantity
-------------	-------------	----------

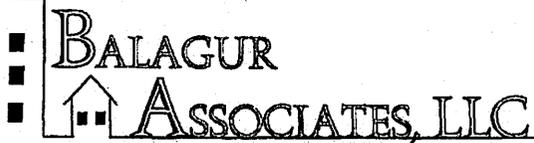
Maintenance Contract			Warranty Maintenance		
Maintenance	Call Back	Billable	Maintenance	Billable	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Payroll & Expense Information							
Zone	Subsistence	Cartage	Misc	Miles	Materials	PerDiem	Tolls
0.00	\$ 0.00	\$ 0.00	\$0.00	0.0	\$ 0.00	\$ 0.00	\$ 0.00

	Work Time				Travel Time			
	ST	1.5	1.7	2.0	ST	1.5	1.7	2.0
Billable	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00
Non-Billable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Customer Signature**

**Technician Signature**



Richard L. Balagur  
20 West Park Street, Suite 1  
Lebanon, NH 03766  
Phone: 603-448-1100 Fax: 603-448-0661  
Email: Richard@Balagur.com

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May 1, 2015

Robert Black,  
Director of Electrical Operations  
Liberty Electric  
407 Miracle Mile  
Lebanon, NH 03766

Liberty Utilities c/o Adam Norman  
Cunningham and Lindsay  
330 Bear Hill Road  
Suite 201  
Waltham, MA 02451

RE: Power Outage – July 7, 2012 effecting the south side of the Lebanon Mall, including 2 and 20 West Park Street, Lebanon, NH 03766

Dear Mr. Blank:

I am anxiously awaiting your response to my February 27, 2015 letter requesting reimbursement for expenses incurred in connection with a repair to high voltage power line feeding the transformer servicing the south side of the Lebanon Mall. I am requesting a written reply as to who you believe owns this line and who is responsible for its maintenance.

Our claim includes charges from Richard Electric for \$20,441.34, from Balagur Associates for project management of \$2,150 and elevator charges from Thyssen-Krupp caused by phase reversals (twice) of \$2,109, totaling \$24,707.77.

This line does not feed a single customer at an industrial facility which may have taken responsibility for its maintenance crossing its own land to facilitate its purchase of bulk power. This line crosses a state highway and public parking lot to serve a transformer which serves four legal separate building. These buildings house forty plus separate accounts and almost as many separate entities. As a layman it appears that Liberty Electric is presumed to own and operate this line which is entirely on City of Lebanon property.

Your prompt reply is requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Balagur', is written over the word 'Sincerely,'.

Richard Balagur, Manager, 20 West Park, LLC (Owner Citizens Bank Building, 20 West Park Street, Lebanon, NH 03766

Richard Balagur, President, MTS Development Corp. (Owner in 2012, Whipple block aka Salt hill), 2 West Park Street, Lebanon, NH 03766

Richard Balagur, Manager, Godfrey Road Holdings, LLC (Current Owner 2 West Park Street, Whipple block aka Salt hill), Lebanon, NH 03766

---



PLEASE READ BOTH SIDES OF THIS FORM BEFORE COMPLETING IT (PLEASE PRINT)

Your Name Richard Balaguer Last Name Richard First Name

Mailing Address 20 West Park St Number and Street Lebanon NH 03766 Nearest Cross Street City/Town State Zip

Business Name 20 West Park LLC, MFS Development Corp, Red Army Rd Holdings LLC

Home Phone 802-785-4574 Business Phone 498-1100 Account Number see attached

Location of incident Parking Area South of Le6 Mall off Rt. 120 - Hanover St. Number and Street Nearest Cross Street Lebanon NH City/Town State

Date and time of loss 7/7/12 - 7/11/12

Loss related to: (circle) Gas / Electric / Vehicle Weather conditions: (circle) Rain / Snow / Lightning / Wind / Fair / Other

Briefly describe the events causing the damage/loss or personal injury. If known, include the name of Liberty Utilities employees or contractors involved. Underground Power line Pooled probably due to age Steve Cornell at Richard Electric has further details

List the items damaged: YOU MUST INCLUDE MAKE, MODEL NUMBER and DATE OF ORIGINAL PURCHASE and PURCHASE PRICE. Enclose a written repair bill or estimate for each damaged item. If items are not repairable, enclose a statement from a repairman stating the cost to repair would exceed the cost to replace, along with a copy of the original purchase receipt or a written estimate of the replacement cost. Depreciation is taken on replacement items.

See attached

INSURANCE COMPANY NAME: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

Have you made a claim for this loss with your insurance carrier? No

Claimant's Signature [Signature] Date 5/1/15

## CLAIM POLICY

In acknowledgment of your claim for damages against Liberty Utilities, please complete, sign and return this form to

**Adam Norman @ Cunningham and Lindsay, 330 Bear Hill Road, Suite 201, Waltham, MA 02451**

### PROVISION OF THIS FORM IS NOT AN AGREEMENT TO PAY FOR DAMAGES

Upon completion of our investigation and the return of this form, you will be contacted by Cunningham and Lindsay, who investigates claims for Liberty Utilities. If we do not receive your completed form and supporting documents within 60 days of the event, we will close our file.

Liberty Utilities will not reimburse for injuries, damages, or losses due to service interruptions or service defects (1) induced by wind, ice, lightning, floods, storms and other such phenomena; or (2) arising from causes beyond our control. Such claims are not individually investigated and are rejected under the premise that they are associated with events or conditions that are beyond the Company's control.

With the exception of weather related claims, each matter is investigated to determine underlying facts. In cases where Liberty Utilities acknowledges responsibility, claim payments will be made only to the properly identified owners of the damaged property. Payments will not be made to contractors or other agents of the customer engaged in the inspection or repair of damaged property.

Claims relating to damages, injuries, interruptions of service or voltage irregularities which result from acts of third parties, such as contractor dig ups or motor vehicle pole hits, are not paid by Liberty Utilities.

***Claimants are required to furnish original repair bills or repair estimates as supporting proof of damages and losses alleged.*** A final decision will not be rendered until such bills and estimates have been received. Requests for such proof shall not be construed as an agreement to pay a claim.

Liberty Utilities does not engage in the repair of property of others allegedly damaged due to its operation nor will it inspect damaged appliances or goods for the purpose of determining the nature or extent of damage. Such inspections and repairs must be performed by contractors or agents of the claimant's choice. Liberty Utilities does not recommend contractors or repair agencies.

Liberty Utilities may inspect or appraise damaged property for the purpose of determining fair and reasonable value. Payments will be made based on actual cash value. Waiver of inspection does not constitute agreement as to the fair and reasonable value of the damaged property. Spoiled food, medicine or other perishable merchandise should not be held for inspection but should be inventoried, listed and disposed of according to good sanitary practice.

Claimants have a common law duty to limit damages and minimize losses. Damages arising from a claimant's failure to make repairs and minimize losses will not be reimbursed.

Liberty Utilities contractors are responsible for their own operations and carry mandatory liability insurance. Claims relating to contractor activities will be referred to the contractor and its insurer for processing. Liberty Utilities will assist our customers in the resolution of contractor claims.

Claims for damages arising from interruption or irregularities in gas or electric service are considered under the terms and conditions of the tariff for Electric/Gas Service which is on file with and approved by the New Hampshire Public Utilities Commission.

Customers are cautioned not to withhold payment of gas or electric bills pending a decision on claims filed. This practice could lead to a deterioration of the customer's credit rating and could ultimately result in a collection action including the discontinuance of service.



Local and responsive.

ACCOUNT INFORMATION	
Account Number:	44654725-44328563
Statement #:	2114579
Bill Date:	02/17/2015
Due Date:	03/17/2015
Next Meter Read:	03/11/2015



Local and responsive.

ACCOUNT INFORMATION	
Account Number:	44614122-44310435
Statement #:	2108455
Bill Date:	02/17/2015
Due Date:	03/17/2015
Next Meter Read:	03/11/2015



Local and responsive.

ACCOUNT INFORMATION	
Account Number:	44627691-44328905
Statement #:	2110631
Bill Date:	02/17/2015



Local and responsive.

ACCOUNT INFORMATION	
Account Number:	44642375-44328905
Statement #:	2112779
Bill Date:	02/17/2015
Due Date:	03/17/2015



Local and responsive.

ACCOUNT INFORMATION	
Account Number:	44648656-44328563



Local and responsive.

ACCOUNT INFORMATION	
Account Number:	44624077-44328563
Statement #:	2110149
Bill Date:	02/17/2015
Due Date:	03/17/2015
Next Meter Read:	03/11/2015



Local and responsive. We care.

ACCOUNT INFORMATION	
Account Number:	44636300-44328905
Statement #:	2111688



Local and responsive. We care.

ACCOUNT INFORMATION	
Account Number:	44617957-44328563
Statement #:	2109258
Bill Date:	02/17/2015
Due Date:	03/17/2015
Next Meter Read:	03/11/2015
Service Address: 0 HANOVER ST LEBANON NH 03766	



Liberty Utilities

ACCOUNT INFORMATION	
Account Number:	44838452-44354353
Statement #:	2111913



Liberty Utilities

ACCOUNT INFORMATION	
Account Number:	44842623-44339045
Statement #:	2112780
Bill Date:	02/17/2015
Due Date:	03/17/2015



Liberty Utilities

ACCOUNT INFORMATION	
Account Number:	44854735-44335966
Statement #:	2114581
Bill Date:	02/17/2015



Liberty Utilities

ACCOUNT INFORMATION	
Account Number:	44842530-44310435
Statement #:	2112781
Bill Date:	02/17/2015



Liberty Utilities

ACCOUNT INFORMATION	
Account Number:	44624226-44310435
Statement #:	2110154
Bill Date:	02/17/2015
Due Date:	03/17/2015



Liberty Utilities

ACCOUNT INFORMATION	
Account Number:	44654745-44310435
Statement #:	2114583
Bill Date:	02/17/2015
Due Date:	03/17/2015
Next Meter Read:	03/11/2015

Service Address: 20 W PARK ST  
LEBANON NH 03766

Local and  
responsive.  
We care.



ACCOUNT ACTIVITY CONTINUED	
Total Amount Due:	110.68



# Liberty Utilities

Sarah B. Knowlton  
Assistant General Counsel  
Phone: 603-216-3631  
Email: sarah.knowlton@libertyutilities.com

June 23, 2015

*Via US and Electronic Mail*

Richard L. Balagur  
20 West Park, LLC  
20 West Park Street, Suite 1  
Lebanon, NH 03766

**Re: February 27, 2015 Claim**

Dear Mr. Balagur:

I am writing in response to your February 27, 2015 claim on behalf of MTS Development Corp. to Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities regarding the July 7, 2012 outage at 2 West Park Street, Lebanon, New Hampshire. I would note that MTS Development Corp. is the customer of record at this location. I have determined that MTS Development Corp. was dissolved in 2010 and thus no longer exists under New Hampshire law. I would ask that you contact our Customer Service Department at 800-375-7413 to update your account information with the name of the current entity at that location.

We have reviewed your claim in detail and respectfully deny the claim. The fault in the conduit occurred between the pole and the transformer. Under Section 19 of the Company's tariff, which governs Underground Service, "A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer." Based on this provision, the underground conduit and cable is owned by the customer, and as a result, it is the customer's responsibility to maintain and repair it. The fact that the cable and conduit is on property of the City of Lebanon does not convert it to utility property. I would note that Section 25 of the Company's tariff provides that:

## CUSTOMER STREET CROSSINGS

### Customer-Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors over or under the street, the Customer should petition for the wire crossing from the local governmental board having

Richard L. Balagur

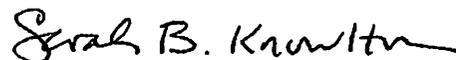
June 23, 2015

Page 2

jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The Customer will own, operate and maintain the crossing.

As a result, Liberty Utilities is not responsible for any damage you may have incurred as a result of the fault in the conduit or cable.

Very truly yours,



Sarah B. Knowlton



**Liberty Utilities**

Sarah B. Knowlton  
Assistant General Counsel  
Phone: 603-216-3631  
Email: sarah.knowlton@libertyutilities.com

July 1, 2015

*Via US and Electronic Mail*

Richard L. Balagur  
20 West Park, LLC  
20 West Park Street, Suite 1  
Lebanon, NH 03766

**Re: February 27, 2015 Claim**

Dear Mr. Balagur:

I am writing in response to your June 25 and June 29 emails regarding Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities' decision to deny your claim. We have reviewed the information that you provided and have not changed our conclusion to deny your request for payment. Under the Company's tariff, the Company does not own the high voltage line from the pole to the transformer. That fact that the high voltage line crosses City of Lebanon property does not convert the line to utility property. I would note that Section 25 of the Company's tariff provides in part that:

**25. CUSTOMER STREET CROSSINGS**  
Customer-Owned

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

For these reasons and those in my June 23, 2015 letter, we respectfully deny the claim.

Very truly yours,

Sarah B. Knowlton

5) City of Lebanon, Urban Renewal Plans, adopted 12/65

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adopted  
12/21/65

DOCUMENTS RELATING TO  
LEBANON BUSINESS DISTRICT PROJECT

NEW HAMPSHIRE R-14

CONTENTS

URBAN RENEWAL PLAN  
MAPS 1-4, 8, 9, 11, 13-21; EXHIBITS A and C  
RELOCATION PROGRAM  
FINANCIAL ESTIMATES FOR THE PROJECT

PREPARED BY

THE LEBANON HOUSING AUTHORITY

JOHN L. BROWN, CHAIRMAN

PAUL G. BOND, VICE CHAIRMAN

HENRY F. SELLE, TREASURER

FRANCES B. DUDLEY, SECRETARY

NELSON A. CRAWFORD

MICHAEL ROSENTHAL

EXECUTIVE DIRECTOR

Lebanon 001

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

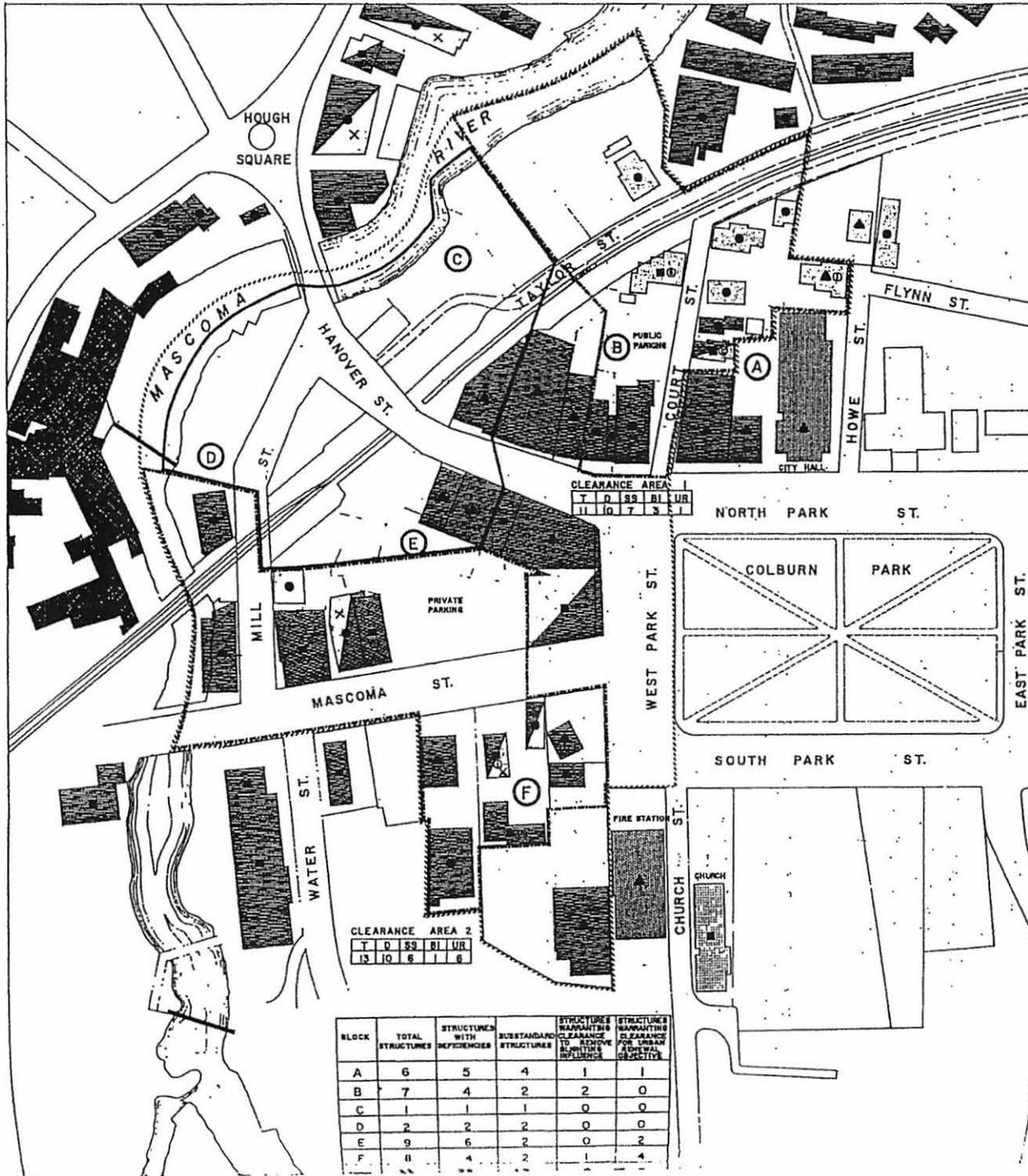
LEBANON HOUSING AUTHORITY  
CITY OF LEBANON  
GRAFTON COUNTY  
NEW HAMPSHIRE

INTRODUCTION.

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

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

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



VICINITY MAP

LEGEND

EXISTING BUILDING USE

- RESIDENTIAL
- COMMERCIAL
- PUBLIC
- SEMI PUBLIC
- INDUSTRIAL
- X PREDOMINATE USE

STRUCTURAL CONDITIONS

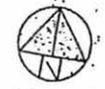
- ▲ STANDARD
- DEFICIENT
- SUBSTANDARD

BLIGHTING INFLUENCE

- ⊖ INADEQUATE STREET LAYOUT
- ⊖ OBBOLETE BUILDING
- ⊖ INADEQUATE COMMUNITY FACILITIES
- PARKING

URBAN RENEWAL OBJECTIVE

- ⊖ IMPROVE ARTERIAL CIRCULATION
- ⊖ BUILDING UNDER CONSTRUCTION
- AREA DESTROYED BY FIRE
- PROJECT BOUNDARY
- PROPERTY LINES
- STREETS ON RAILROAD AND PRIVATE PROPERTY
- CLEARANCE AREA

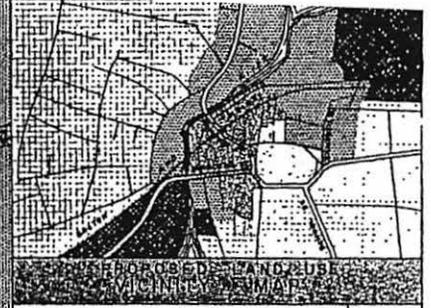
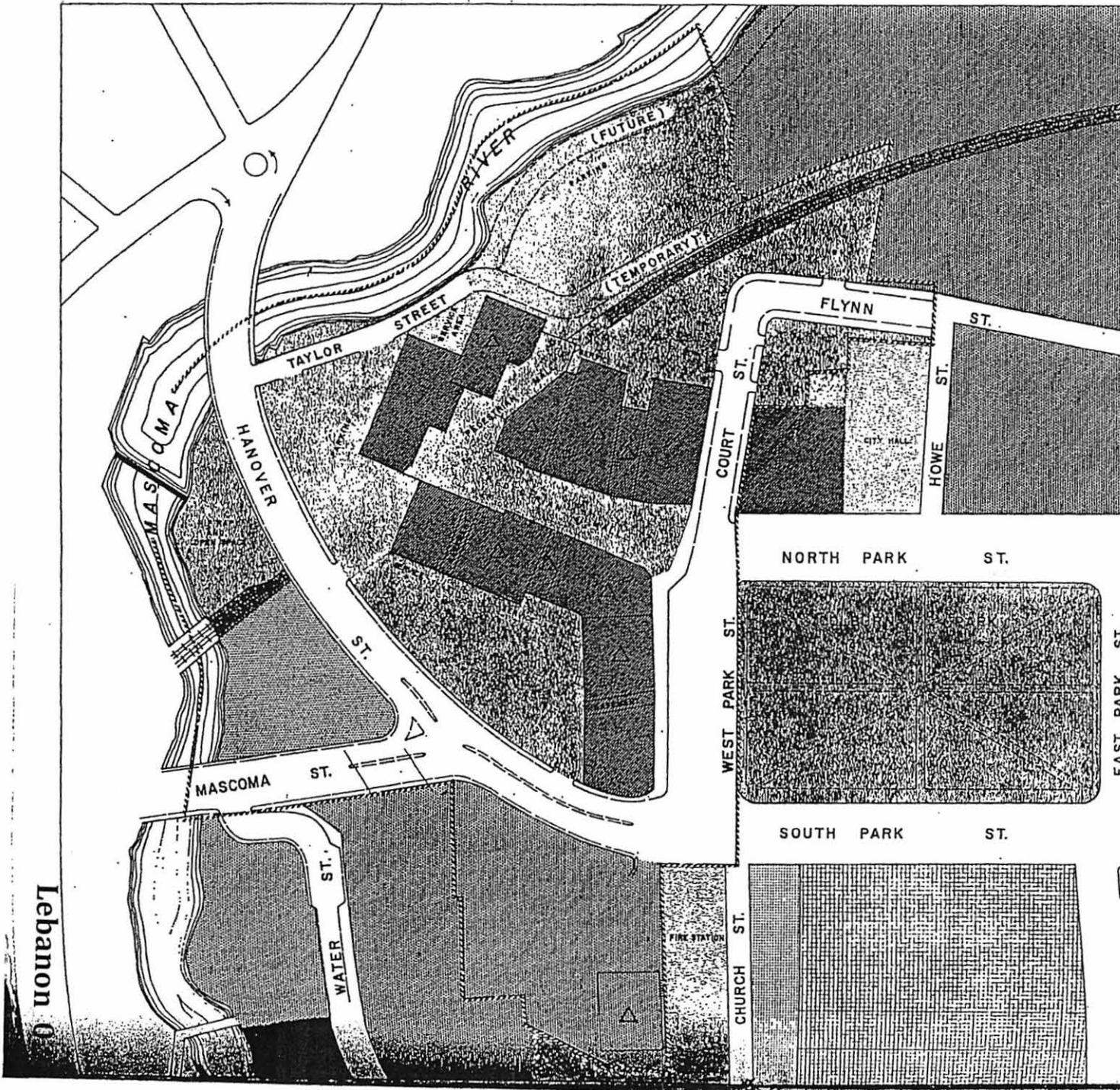


30 20 0 20 30  
FEET

LEBANON BUSINESS DISTRICT  
PROJECT - N.H. R-14  
CITY OF LEBANON  
GRAFTON COUNTY, NEW HAMPSHIRE

EXISTING BUILDING USE  
AND STRUCTURAL CONDITIONS  
HANS KILMOMER ASSOCIATES  
PLANNING & RENEWAL  
N-810

BLOCK	TOTAL STRUCTURES	STRUCTURES WITH DEFICIENCIES	SUBSTANDARD STRUCTURES	STRUCTURES REQUIRING CLEARANCE TO REMOVE BLIGHTING INFLUENCE	STRUCTURES REQUIRING CLEARANCE FOR URBAN RENEWAL OBJECTIVES
A	6	5	4	1	1
B	7	4	2	2	0
C	1	1	1	0	0
D	2	2	2	0	0
E	9	6	2	0	2
F	11	4	2	1	4



**LEGEND**

- RETAIL COMMERCIAL
- GENERAL COMMERCIAL
- INDUSTRIAL
- SEMI-PUBLIC
- PUBLIC
- RESIDENTIAL
- RAILWAY EASEMENT
- PROJECT BOUNDARY
- PROJECT AREA (Vicinity Map)
- PROPERTIES NOT TO BE ACQUIRED



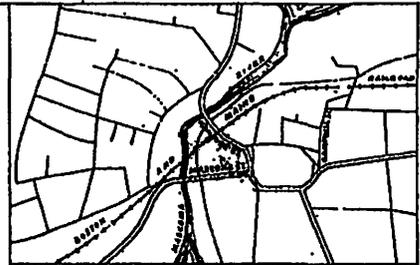
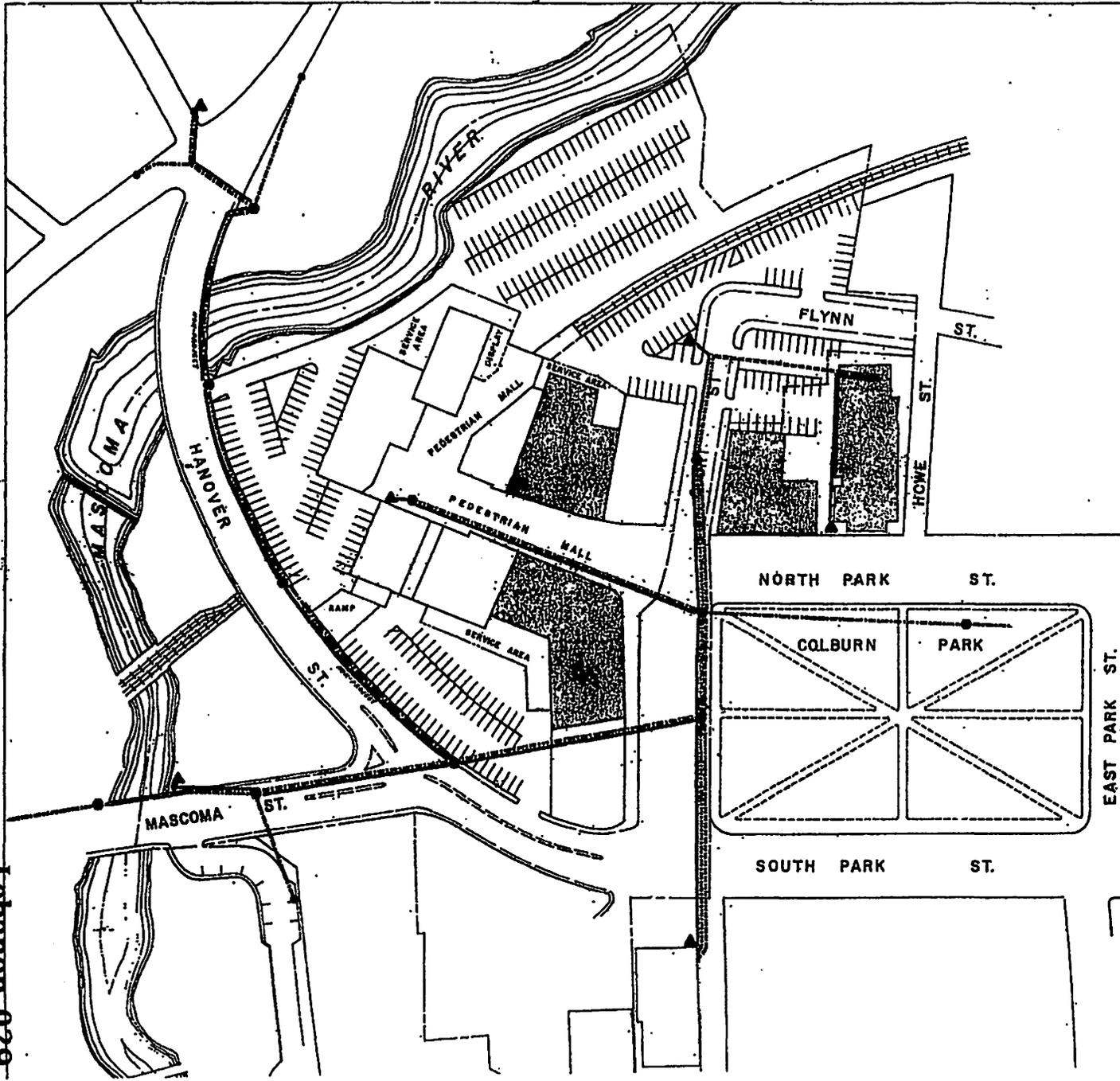
LEBANON BUSINESS DISTRICT  
PROJECT - N.H. R-14

CITY OF LEBANON  
GRAFTON COUNTY, NEW HAMPSHIRE

**PROPOSED LAND USE**

REV. DATE: 2/10/83  
MAP NO. 3  
HANS KLUNDER ASSOCIATES  
PLANNING & RENEWAL  
CONSULTANTS  
CODE NO. R-213

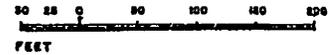
Lebanon



VICINITY MAP

LEGEND

- Police and Fire Call Lines
- ▲ Police and Fire Call Stations
- - - Police Station to Fire Station Trunk Line
- ..... Underground Telephone Lines to be retained
- ..... Proposed Underground Telephone Lines
- Telephone Menholes
- Telephone Poles
- Project Area Boundary



LEBANON BUSINESS DISTRICT  
 PROJECT - N.H. R-14  
 CITY OF LEBANON  
 GRAFTON COUNTY, NEW HAMPSHIRE  
 PROPOSED COMMUNICATION SYSTEM

Lebanon 029

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

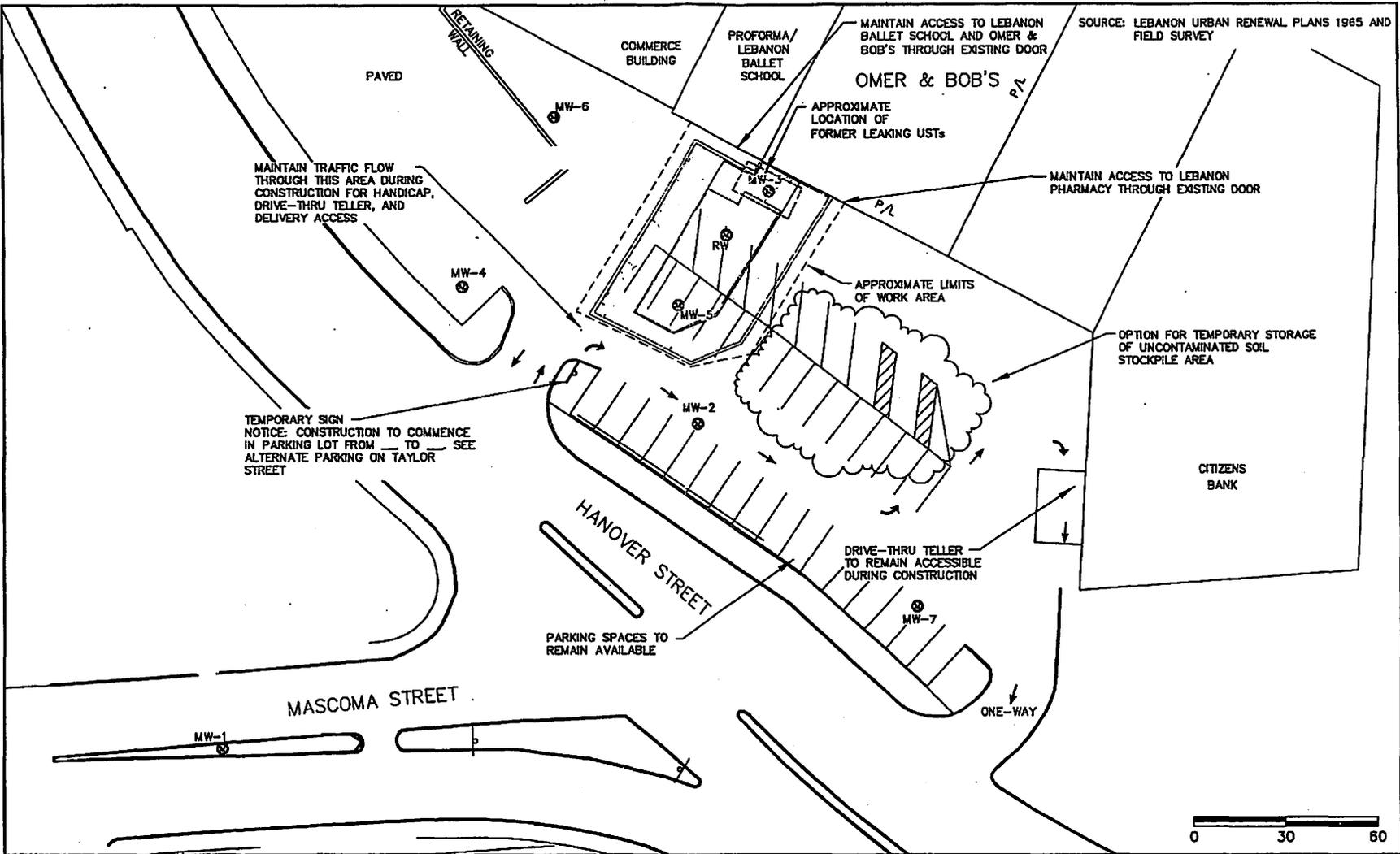
<u>IMPROVEMENT</u>	<u>ESTIMATED TOTAL COST</u>	<u>CITY** &amp; STATE SHARE</u>	<u>LEBANON'S SHARE</u>	<u>ESTIMATED CREDIT TO PROJECT</u>
Relocation of Hanover Street and adjustment of Mascoma Street *	\$315,076	\$157,538	\$78,769	\$153,583
Hanover Street Bridge *	159,016	79,508	39,754	39,754
Hanover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

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

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



Lebanon 100



**Pathways Consulting, LLC**  
 240 Mechanic Street, Suite 100  
 Lebanon, New Hampshire 03766  
 (603) 448-2200 FAX: (603) 448-1221

TEMPORARY ACCESS CONDITIONS FOR  
**LEBANON PHARMACY**  
 LEBANON, NEW HAMPSHIRE

SCALE: 1"=30'  
 DESIGNED BY: ADA  
 DRAWN BY: SMZ  
 CHECKED BY: ADA  
 DATE: 08/12  
 PROJ. NO. 10154

FIGURE  
**2**

## 6) Plaintiffs Mediation Statement

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

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

**v.**

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

**PLAINTIFFS' MEDIATION STATEMENT**

The following mediation statement is submitted on behalf of the Plaintiffs in connection with the mediation scheduled for March 22, 2016.

**I. Summary**

It is believed that there is no dispute concerning the actual failure July 7, 2012 of an underground electric line serving the Plaintiffs' properties in Lebanon, New Hampshire. The dispute concerns liability for the repair costs and damages. Plaintiffs assert that Liberty Utilities is responsible for the full amount of repair costs, or in the alternative, that the City of Lebanon owns the failed electric line and is therefore responsible. A copy of the Plaintiffs' declaration is appended to this statement for your reference. Plaintiff's assert they are not responsible for the primary high voltage service to the transformer located on the defendant, City's property. Plaintiffs responsibility for maintenance of electric lines begins with the low voltage secondary service as it enters their property after the transformer.

## II. Liability

Plaintiffs assert in the first instance that the failed electric line is a high voltage primary service line serving multiple commercial customers, and that pursuant to policies in place since the 1960's, such a primary line is to be maintained by the utility. This is regardless of who paid for installation of the line, or over whose property the line crosses. Liberty seeks to apply sections of the Tariff governing the policies over ongoing line maintenance which relate to single customers, rather than multiple users as is the case here. It should also be noted that no part of the failed primary line is located on property owned by the Plaintiffs.

Plaintiffs assert an alternative argument that the City is responsible for the repair costs if the utility is found to have no liability. The City owns the parking lot under which the line is located, and is the successor in interest to the developer (Lebanon Housing Authority or "LHA") who was responsible for the redevelopment of the Lebanon Mall after the fire in 1964. Plaintiffs assert that neither they nor their predecessors ever paid for installation or accepted responsibility for the underground lines located on City property. The City, as the successor of the developer and owner of the land is responsible for maintenance of the underground electric line where the utility is not.

There is ongoing discovery which Plaintiffs believe may show the detail of the agreements between the original developer (LHA) and the utility at the time of redevelopment in the late 1960's.

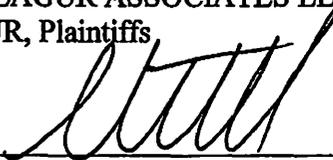
## III. Damages

Plaintiffs have provided documentation of their out of pocket expenses directly related to the loss of electricity, as well as other compensatory damages for management of the emergency repair. Plaintiffs assert damages in excess of \$25,000.

Respectfully submitted,

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

Date: 3/21/16

By:   
Their Attorney

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

#### CERTIFICATE OF SERVICE

I hereby certify that a true copy of the within objection was served this date upon the following individuals by emailing said copies to:

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

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

Dated: 3/21/16

  
Stephen P. Girdwood, Esq.

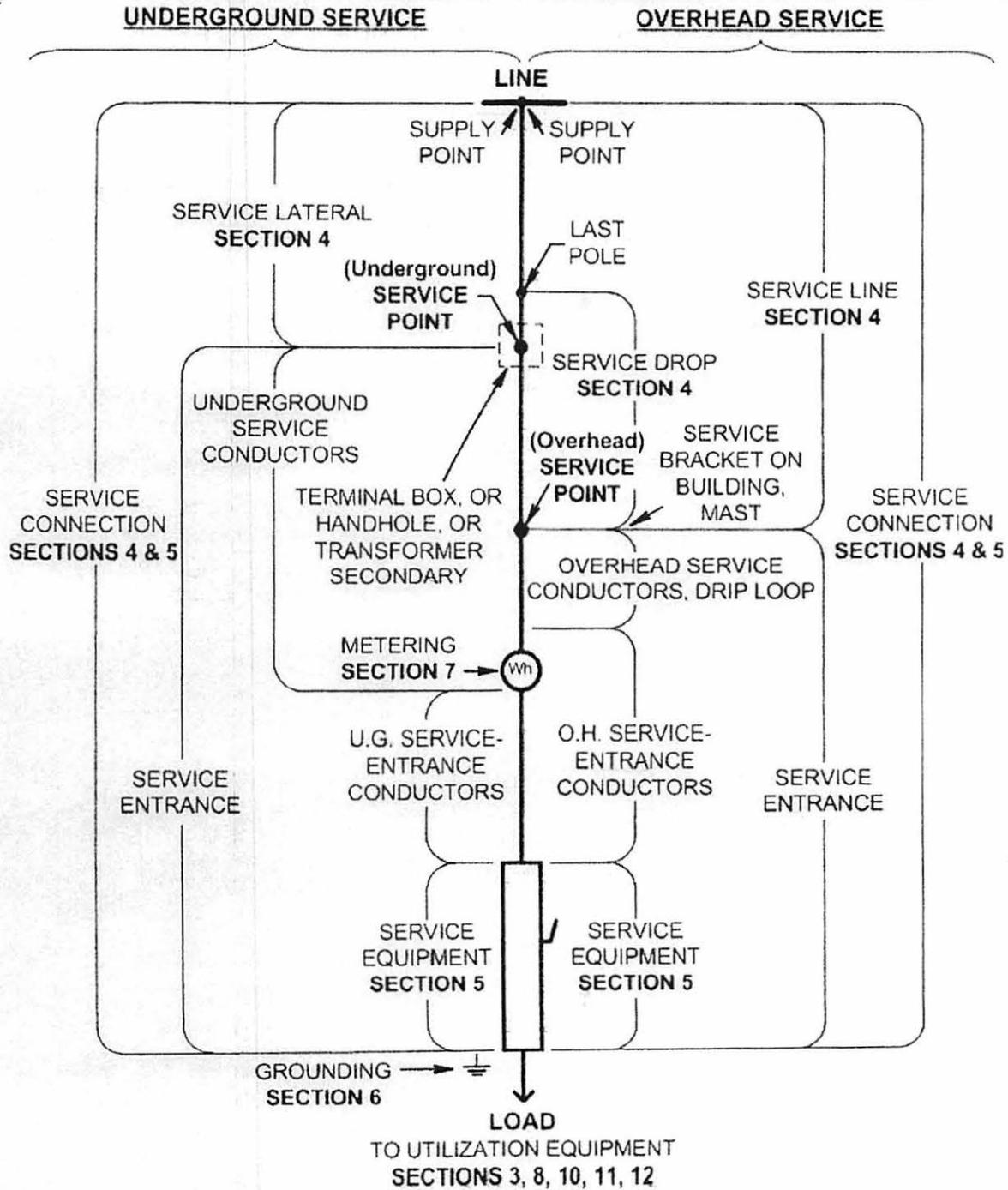
7) Specifications for Electrical Installations showing terminal Box or Transformer Secondary belong to Liberty

## 2.0 DEFINITIONS

**Notes:**

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

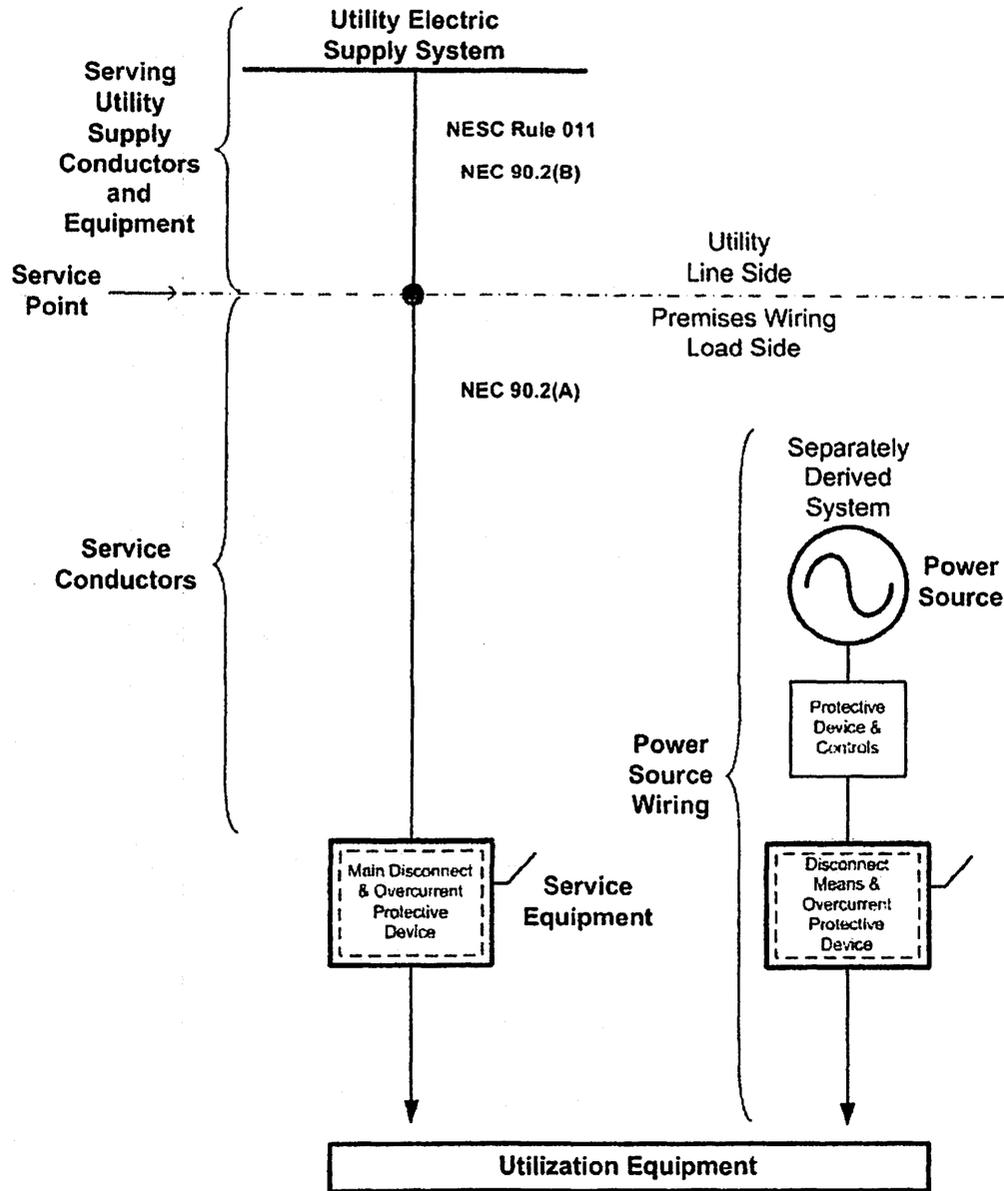
**Figure 2-1: Typical Service Installation Diagram Below 600 volts – Excluding Network**



July 2014

The following is a general illustration of where the Company's electric supply and the Customer's premises wiring meet for what is covered and what is not covered by the NEC as described in NEC Section 90.2. Local conditions of service may permit the Company's metering to be installed at any point on either side of the service point; see 90.2(B) (5) in the NEC. Conditions of electric service are based on governmental laws or regulations that determine the Company's authority to provide electric service under their tariffs. These conditions of electric service affect the location of the service point and facilities under the Company's exclusive control.

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



FOR THE LATEST AUTHORIZED VERSION PLEASE REFER TO THE COMPANY'S WEBSITE AT [http://www.libertyutilities.com/east/electricity/business\\_partners/technical\\_construction.html](http://www.libertyutilities.com/east/electricity/business_partners/technical_construction.html).

## 8) Liberty Electric Response to First Interrogatories

 COPY

STATE OF NEW HAMPSHIRE  
SECOND JUDICIAL CIRCUIT

DISTRICT DIVISION – LEBANON

DOCKET NO. 452-2015-CV-00030

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

Plaintiffs

v.

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

Defendants

**RESPONSE OF LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP. TO  
PLAINTIFFS' FIRST SET OF INTERROGATORIES AND REQUESTS TO PRODUCE**

NOW COMES the Defendant, Liberty Energy Utilities (New Hampshire) Corp.  
("Liberty") and responds to the Plaintiffs' First Set of Interrogatories and Requests to Produce.

**GENERAL OBJECTIONS**

1. Liberty objects to the Plaintiff's Interrogatories to the extent that they attempt to impose obligations beyond those imposed by Court rules.
2. Liberty objects to the Interrogatories to the extent that any Interrogatory seeks information or documents that were generated, received, or obtained by it after the commencement of, or in anticipation of the present litigation, or that are protected from disclosure by the attorney-client privilege, the work product doctrine, settlement privilege or any other applicable privilege or discovery immunity. Any inadvertent disclosure of material protected by the attorney-client privilege, the work product doctrine, or any other applicable

privilege or discovery immunity is not intended and should not be construed to constitute a waiver.

3. The General Objections are incorporated into each of the Specific Objections and Responses below.

4. Liberty reserves the right to supplement its responses as allowed by the Court's rules.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

Please identify every individual who participated in preparation of answers to the within interrogatories and request to produce.

#### **ANSWER:**

Besides in-house and outside counsel, Kurt Demmer, Director of Electric Operations Liberty Energy Utilities (New Hampshire) Corp., 15 Buttrick Road, Londonderry, NH 03053, participated in the preparation of the responses. Mr. Demmer may be contact through the undersigned counsel.

#### **INTERROGATORY NO. 2:**

Does Liberty have any policies which identify which electric lines it has responsibility to maintain and repair within the State of New Hampshire and if so, please fully describe such policies and produce copies of all written policies, guidelines, tariffs or other documents which detail or refer in any way to these policies.

**ANSWER:**

Liberty objects to Interrogatory No. 3 to the extent that it calls for information that protected by the attorney-client privilege and/or the work-product privilege. Liberty also objects to the interrogatory as vague and ambiguous because it is unclear which decision to deny liability that Plaintiffs' are referring to in the Interrogatory. Subject to and without waiving the foregoing objections, Liberty states that as part of The Lebanon Housing Authority Urban Renewal Plan for the Lebanon Business District, all telephone and electric lines were required to be placed underground. Liberty's predecessor Granite State Electric Company negotiated with the Lebanon Housing Authority and agreement was reached for the placement of certain lines underground and the cost thereof to the Lebanon Housing Authority. Upon information and belief, Liberty billed the Lebanon Housing Authority for the work associated with installing the disputed underground line. See Work File produced herewith.

In addition, Section 18, Underground Service, in the 1964 treaty provides that "A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection upon payment by the Customer of the total cost thereof including the necessary riser, and that part of such connection located on the Customer's premises shall be and remain the property of the Customer. All underground service connected to the Company's underground cables beyond two feet inside the property line shall be paid for by the Customer and shall be and remain the property of the Customer."

Section 24 of the Treaty (Customer Street Crossing, Customer-Owned) also establishes that the disputed line is not the responsibility of Liberty. It provides: "In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public

way by installing conductors over or under the street, the Customer should petition for the wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The customer will own, operate and maintain the crossing." The most recent version of the Treaty is in accord with the 1964 version on those provisions. Based upon the foregoing, the disputed line is the responsibility of either the City of Lebanon or the plaintiffs.

Discovery is ongoing and Liberty reserves the right to supplement this response as necessary.

**INTERROGATORY NO. 4:**

Identify the individuals who made the determination in July of 2012 that the broken high voltage power line belonged or was owned by a "Customer."

**ANSWER:**

Kurt Demmer, Director of Electric Operations, Sarah B. Knowlton, Esquire, Liberty's in-house counsel, and Robert Blank, Area Manager reviewed the information related to the plaintiffs' claim and determined that the failed line was not Liberty's responsibility.

**INTERROGATORY NO. 5:**

Does Liberty Utilities own the transformer located in the City parking lot described in Plaintiff's Declaration and Complaint? If not, who does and what is your reasoning and identify and produce copies of all documents relied upon to reach that conclusion.

**ANSWER:**

Upon information and belief, Liberty owns the transformer in the parking lot described in the Plaintiffs' Declaration and Complaint.

**INTERROGATORY NO. 6:**

Is someone other than the owner of the transformer responsible for its maintenance and repair? If so, identify that individual or entity.

**ANSWER:**

No.

**INTERROGATORY NO. 7:**

Did Liberty Utilities consult or provide any assistance (technical or otherwise) with repair to the failed high voltage line identified in the Plaintiffs' Declaration and Complaint? If so, identify the support or assistance provided, the date of said support or assistance, and the individuals who provided the support or assistance.

**ANSWER:**

Yes. A line crew was dispatched to assist customer and customer's electrician on Monday 7/9/12. The crew then returned on 7/10/12 with 3 men to assist in locating and pulling out old faulted cable. The 3-person crew then assisted and helped pull in and makeup the terminations on 7/11/12. The riser pole was damaged and was replaced and the final transfer completed on 7/12/12.

Straight time labor for 7/7/12 through 7/12/12 is 82 man-hours plus applicable burdens. The overtime labor for 7/7/12 through 7/11/12 is 22.5 man-hours. Total Cost for labor is \$9,150. Material provided was approx. 270' of 3-#2 15kV cable, 3-15kV terminators, and 3-15kV elbows for an approximate cost of \$1,770. See also timesheets produced herewith.

**INTERROGATORY NO. 8:**

Has Liberty Utilities been granted any easements or rights of way for the electrical transmissions lines and transformer described in Plaintiffs' Declaration and Complaint? If so, produce copies of all documents that evidence such easements or rights of way.

**ANSWER:**

Upon information and belief, Liberty has not been granted any easements or rights of way for the disputed electrical transmission line or the transformer described in the Plaintiffs' Declaration and Complaint.

**INTERROGATORY NO. 9:**

Does the City assess Liberty Utilities for taxes on underground electric transmission lines and transformer described above? If so, identify the assessed amount, the assessed individuals or entity, and produce copies of all the assessment records for said electrical lines and transformer since January 1, 2010.

**ANSWER:**

The City assesses taxes on the aggregate value of Liberty's electric system in Lebanon. The City does not breakdown its assessment by location of the electric lines or transformers. A copy of Liberty's December 2015 Property Tax Invoice is produced herewith. That said, based upon its Treaty, Liberty does not own the disputed line and therefore, it would not pay taxes on it.

**INTERROGATORY NO. 10:**

Provide copies of all drawings or plans in Liberty Utilities' possession for the lower mall parking lot (northeasterly of Route 120/Hanover Street) behind Omar & Bob's, Salt Hill Pub and the Citizens' Bank Building off the Mall in Lebanon, New Hampshire.

**ANSWER:**

Please see Liberty's document production.

**INTERROGATORY NO. 11:**

Produce copies of all correspondence produced or received by the [sic] Liberty Utilities, its employees or agents, whether written or electronic, related to the damage sustained to the electric transmission line complained of in the Plaintiff's Declaration and Complaint filed in this matter.

**ANSWER:**

Liberty objects to Interrogatory No. 11 to the extent that it calls for the information protected by the attorney-client or work-product privilege. Liberty also objects to the Interrogatory as vague, ambiguous, and overly broad and unduly burdensome because it fails define the parties to the communications implicated by the Interrogatory. Subject to and without waiving the objections, Liberty states that all non-privileged documents responsive to the request as Liberty understands it are being produced herewith.

**INTERROGATORY NO. 12:**

Provide copies of all exhibits you intend to use as part of this ongoing litigation.

**ANSWER:**

Liberty has not yet determined which documents, if any, it will use as exhibits as part of this litigation. Any such exhibits will be produced in accordance with the Court's rules and pre-trial orders.

**INTERROGATORY NO. 13:**

Identify all non-expert witnesses you intend to call as part of this ongoing litigation. For each witness, provide a summary of the testimony each is expected to provide.

**ANSWER:**

Liberty has not yet determined which non-expert witnesses it intends to call. Any such required disclosure will be provided in accordance with the Court's rules and pre-trial orders.

**INTERROGATORY NO. 14:**

Identify any expert witnesses you intend to call as part of this ongoing litigation. For each such expert:

- a. Individual's name and address;
- b. A description the subject matter as to which the expert is expected to testify;
- c. The substance of the facts and/or opinions as to which the expert is expected to testify;
- d. A summary of the grounds for each opinion;
- e. A description of the basis on which the expert will testify about any facts;
- f. A copy of the final report, if any, prepared by the expert;
- g. A copy of the expert's current curriculum vitae, resume, or other document utilized by the expert to describe his or her education, training, and experience;

h. Copies of any exhibits the expert has utilized or will utilize to support his or her testimony;

i. Copies of documents or any other form of evidence or information on which the expert has relied in forming the basis for his or her anticipated testimony; and

j. Copies of any correspondence or other documents, including communications between the expert and your attorney, regarding any of the following:

(1) Relating to compensation paid or to be paid to the expert for his or her study, testimony or other work in connection with the matter;

(2) Identifying facts or data you, your attorney or others provided to the expert and that the expert considered in forming the opinions to be expressed; and

(3) Identifying assumptions you, your attorney or others provided to the expert and that the expert relied on in forming opinions to be expressed.

**ANSWER:**

Liberty has not yet determined which expert witnesses it intends to call. Any such required disclosure will be provided in accordance with the Court's rules and pre-trial orders.

The above answers to interrogatories are true to the best of my knowledge and belief.

Date: 3/11/16

Liberty Energy Utilities (New Hampshire)  
Corp.

By: [Signature]  
Kurt Demmer, Director of Electric  
Operations  
Duly Authorized Representative

State of New Hampshire  
County of Rockingham SS

On this 11<sup>th</sup> day of March 2016, personally appeared the above-named Kurt Demmer, duly authorized Director of Electric Operations for Liberty Energy Utilities (New Hampshire) Corp., and made solemn oath that the foregoing statements are true to the best of his knowledge, information, and belief.

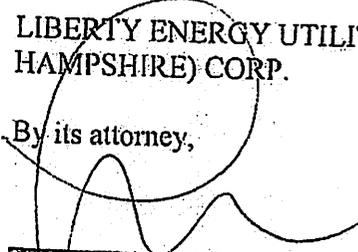
[Signature]  
Notary Public/Justice of the Peace

**KAREN ANNE SINVILLE**  
Justice of the Peace, State of New Hampshire  
My Commission Expires July 2, 2019

Respectfully submitted,

LIBERTY ENERGY UTILITIES (NEW  
HAMPSHIRE) CORP.

By its attorney,



---

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

Dated:

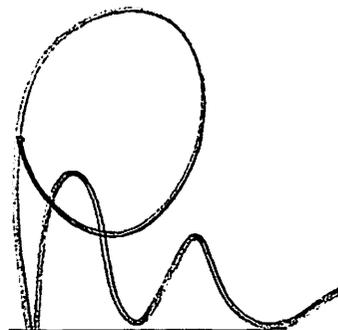
3/11/16

**CERTIFICATE OF SERVICE**

I hereby certify that on March 11, 2016, I forwarded a copy of the foregoing document to the following counsel of record by first-class mail postage prepaid and electronic mail:

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

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



Terri L. Pastori

# Pastori Law Firm PLLC

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

March 11, 2016

*By Electronic-Mail and First-Class Mail*

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

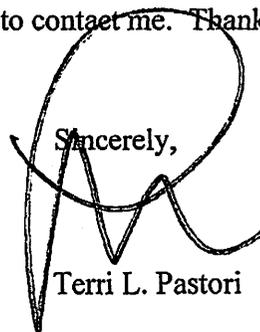
**Re: 20 West Park LLC et. al v. Liberty Energy Utilities (New Hampshire)  
Corp. et. al, Docket No. 452-2015-CV-00030**

Dear Mr. Girwood:

I have enclosed an original and one copy of Liberty Energy Utilities (New Hampshire) Corp.'s responses to the Plaintiffs' Interrogatories and Requests for the Production of Documents. Liberty's document production will be back from the copier shortly and I anticipate mailing the documents to you early next week.

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

Sincerely,

A handwritten signature in black ink, appearing to be 'TR', with a large loop at the top and a long vertical stroke on the left side.

Terri L. Pastori

cc: Michael J. Sheehan, Esquire (with enclosure) (by electronic mail)  
Matthew Cairns, Esquire (with enclosure)(by first-class and electronic mail)

9) Policy 3 of NHPUC No. 19 - applies to a single  
Customer

POLICY 3  
LINE EXTENSION POLICY FOR INDIVIDUAL COMMERCIAL AND INDUSTRIAL CUSTOMERS

I. Applicability

1. General

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.

2. 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.

3. Street Lights

This policy shall not apply to street lights.

II. Construction of Facilities

1. Line Extension on Public Way and Private Ways

1A. General

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

1B. Overhead Line Extension

Pursuant to RSA 370:12, Customers requiring an overhead 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 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.

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

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s); and
- iii. 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.

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

Authorized by Order No. 25,638 Issued March 17, 2014 in Docket No. DE 13-063

The Customer, at no cost to the Company, shall be responsible for:

- i. 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.

#### IC. Underground Line Extension

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:

- i. developing the plan to provide underground electric service;
- ii. designating the location of all Company owned equipment, the service entrance and meter location(s);
- iii. providing, installing, owning and maintaining all transformers and meters; and
- iv. making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for:

- i. 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;
- ii. providing, installing, owning and maintaining all required foundations, handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.; and
- iii. retaining ownership of transformer foundations, grounding systems, all primary and secondary cables and all conduit on private property.

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

### III. Customer Responsibilities

#### 1. Easements

The Company will require the Customer to 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.

#### 2. 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.

#### 3. Environmental Permits

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

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:

- i. 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;
- ii. 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; barring a known occupant, the Customer's best estimates of the likely load of the proposed building;
- iii. all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- iv. a copy of the approval of the planning board for the subdivision, if such is required;
- v. a copy of all permits and approvals that have been obtained for construction;
- vi. the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- vii. a schedule of the Customer's best estimate for construction; and
- viii. such other reasonable information that may be requested.

IV. Payment Required

1. Construction Advance

The Company will determine facilities required to meet the distribution service requirements of the Customer. 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.  
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.

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

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.

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.

## 3. Additional Payment

When in the Company's opinion, significant 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 this cost 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.

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

Authorized by Order No. 25,638 Issued March 17, 2014 in Docket No. DE 13-063

10) Policy 4 of NHPUC No. 19 - applies to a  
Development or multiple customers

POLICY 4  
LINE EXTENSION POLICY FOR COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

I. Applicability

1. General

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.

2. 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.

3. 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.

II. Construction of Facilities

1. Line Extension on Public and Private-Ways

1A. General

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

1B. Overhead Line Extension

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

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s); and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

- i. 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.

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

Authorized by Order No. 25,638 Issued March 17, 2014 in Docket No. DE 13-063

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.

#### 1C. Underground Line Extension

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

- i. developing the plan to provide underground electric infrastructure along the traveled way;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company owned street lights, and meters;
- vi. making all connections to Company equipment; and
- vii. 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:

- i. 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;
- ii. 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;
- iii. installing foundations, provided by the Company, for Company owned street lights;
- iv. 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; and
- v. turning over ownership of the conduit system, to the Company upon inspection and acceptance of the conduit system by the Company.

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.

### III. Customer Responsibilities

#### 1. Easements

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

Authorized by Order No. 25,638 Issued March 17, 2014 in Docket No. DE 13-063

The Company will require the Customer to 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.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

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:

- i. 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;
- ii. 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;
- iii. all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- iv. a copy of the approval of the planning board for the subdivision, if such is required;
- v. a copy of all permits and approvals that have been obtained for construction;
- vi. the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- vii. 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;
- viii. a schedule of the Customer's best estimate for construction; and
- ix. such other reasonable information that may be requested.

IV. Payment Required

1. Construction Advance

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

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

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

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

#### 11. SERVICE CONNECTION CHARGE AND RECONNECTION CHARGE

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

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

When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or reestablish service, the charge will be Seventy dollars. A charge of Twenty dollars may be assessed when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises

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

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

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

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

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

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

#### 15. SERVICE TO 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.

#### 16. OBTAINING STREET OR OTHER PERMITS AND CERTIFICATES

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

#### 17. SPECIAL PROVISIONS FOR UNUSUAL COST TO PROVIDE SERVICE

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

Authorized by Order No. 25,638 Issued March 17, 2014 in Docket No. DE 13-063

Load Policy of the Company. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument.

### 23. FLUCTUATING LOAD POLICY

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

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.

### 24. RELOCATION OF EQUIPMENT ON PRIVATE PROPERTY

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

#### Relocation of Company-Owned Equipment

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

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

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

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

#### Relocation of Customer-Owned Equipment

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

### 25. CUSTOMER STREET CROSSINGS

#### Customer-Owned

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

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Lee  
Richard Lee  
Title: President

Authorized by Order No. 25,638 Issued March 17, 2014 in Docket No. DE 13-063

Company-Owned

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

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

Dated: April 1, 2014  
Effective: April 1, 2014

Issued by /s/ Richard Leehr  
Richard Leehr  
Title: President

Authorized by Order No. 25,638 Issued March 17, 2014 in Docket No. DE 13-063

11) Lebanon Housing Authority – March 4, 1969 and  
May 23, 1969

Lebanon Housing Authority

May 23, 1969

Resolution # 229

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

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

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

Motion by: Francis B. Dealey  
Seconded by: Nelson Crawford

Unanimously Carried.

Certified to be a true and correct copy.

Francis B. Dealey  
Francis B. Dealey, Notary Public  
(Commission expires August, 1970)

12) Granite State Electric Memo, April 15, 1969 – cost  
“of our placing our lines underground”



MEMORANDUM

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

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

SUBJECT

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

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

Estimate of New Underground System

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

Estimate of Overhead System Additions

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

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

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

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

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

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

KEG/nad

cc: F.J. Brown (2) E.P. Railey A.S. Trowbridge  
 H. J. Beachemin B. A. Cove T. E. DeLoe G. I. Robinson

Liberty003