LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. d/b/a LIBERTY UTILITIES

ELECTRICITY DELIVERY SERVICE TARIFF - NHPUC NO. 21

SUPERSEDING

ELECTRICITY DELIVERY SERVICE TARIFF NHPUC NO.19

AND IN LIEU OF NHPUC NO. 20

Applicable

in

Various towns and cities in New Hampshire,

served in whole or in part.

(For detailed description, see Service Area)

Issued: July 1, 2020 Issued by: /s/ Susan L. Fleck
Susan L. Fleck
Effective: July 1, 2020 Title: President

Authorized by NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020

the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus meets the Specifications for Electrical Installations booklet. If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to $2.76 per month per KVA of transformer needed.

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

12. Underground Service

Prior to January 1, 2019, 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 underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

For installations after January 1, 2019, a Customer's premises may be connected to the Company's aerial distribution wires through an underground connection as provided for in Policies 1 through 4.

13. Rate for Trial Installations

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

14. Installation and Sealing of Meter Switches and Circuit Breakers

The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer. In the event that a seal needs to be removed for access, only the Company or licensed electrician are authorized with notification to the Company prior to the removal of the seal.

and whether the premises of the Customer are owned or leased to the Customer, and shall have the free right at all reasonable times to enter upon said premises for the purpose of maintaining, repairing, replacing or removing such facilities. Normally such facilities will consist of, but they shall not be limited to, overhead or underground service wires or cables extending to a Company-owned meter or meters and associated equipment.

Customer must provide, without expense or cost to the Company, the necessary permits, consents or easements satisfactory to the Company in order to install, maintain, repair, replace, or remove the Company's facilities on the Customer's property or property owned by others on which facilities are placed to serve the Customer.

If the Customer is a tenant or a mortgagor and his right of occupancy does not include authority to grant the Company the foregoing rights, he shall obtain his landlord's or his mortgagee's authority to grant the foregoing rights, and the Company may require that such authority be evidenced in writing by the landlord or mortgagee.

26. 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.

27. 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. Line Extension Policy 3 – Individual C&I Customer provides direction for the calculation of the Customer's expense associated with relocation of Company-owned equipment.

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.

57. Line Extensions – Policy 1: Individual Residential Customers

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

i. Applicability

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

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

ii. Temporary Service

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

iii. Outdoor Lighting

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

iv. Construction of Facilities

1. Line Extension on Public Way and Private Property

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

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

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

2. Overhead Line Extension

The Company shall be responsible for:

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

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

3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company's distribution system to the service point for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 750, Specifications for Electrical Installations, found here: https://new-hampshire.libertyutilities.com/uploads/2019%20Version%203.0_ESB750%20Specifications%20for%20Electrical%20Installations.pdf

v. Payment Required

1. Overhead Line Extension

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

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

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

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

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

2. Underground Line Extension

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

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

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

3. Payment Terms

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

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

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

4. More Than One Customer

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

5. Customer Added After Initial Construction

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

6. Change of Customer

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

7. Line Extension Agreement

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

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

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

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

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

Individual residential line extensions installed prior to January 1, 2019, are owned by the Customer and thus the Customer is responsible for replacement of facilities owned by the customer, if failure occurs. At the request of the Customer, the Company will replace the underground line extension at the Customer's cost calculated in v.2. above. The Customer will be required to sign an authorization agreement, install the conduit to the Company's specifications, and once complete, the Company will replace the cable, and take ownership. The Customer is responsible for all requirements under iv.3. prior to installation of the replacement line extension including removal of all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary and secondary cable, and conduit including, but not limited to, spacers, glue and pulling strings. The Customer is responsible for any requirement regarding the removal or abandonment of the Customer Owned failed system on private property. Section vi. Is not intended for emergency situations.

58. Line Extensions – Policy 2: Residential Developments

i. General Applicability

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

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

ii. Temporary Service

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

iii. Outdoor Lighting

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

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

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

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

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

2. Overhead Line Extension

The Company shall be responsible for:

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

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

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

3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759A, Specifications for Electrical Installations – Underground Residential Distribution (URD) Installation and Responsibility Guide, found here: https://new-hampshire.libertyutilities.com/uploads/URD%20Installation%20%20Responsibility%20Guide%20(ESB%20759A)%20-%202018.pdf

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

4. Plans and Other Documents

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

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

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

v. Payment Required

1. Overhead Installation Charge

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

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

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

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

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

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

2. Underground Installation Charge

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

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

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

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

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

For underground residential developments requesting underground service to the home, the request will fall under Policy 1.

3. Additional Advance Payments

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

4. Line Extension Agreement

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

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

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

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

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

i. General Applicability

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

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

ii. Temporary Service

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

iii. Outdoor Lighting

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

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

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

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

2. Overhead Line Extension

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

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

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

3. Underground Line Extension

The Company will install, own and maintain primary service from the Company's distribution system for commercial and industrial customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: https://new-hampshire.libertyutilities.com/uploads/UCD%20Installation%20%20Responsibility%20Guide%20(759B)%20-%202018.pdf

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

4. Plans and Documentation

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

a) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;

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;

b) barring a known occupant, the Customer's best estimates of the likely load of the proposed building; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;

c) a copy of the approval of the planning board for the subdivision, if such is required;

d) a copy of all permits and approvals that have been obtained for construction;

e) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;

a schedule of the Customer's best estimate for construction;

and such other reasonable information that may be requested

v. Payment Required

1. Construction Advance

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

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

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.

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, unless excess costs are caused by the Customer.

3. Additional Payment

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

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

Individual C&I customer line extensions installed prior to January 1, 2019, are owned by the Customer and thus the Customer is responsible for replacement of facilities owned by the customer, if failure occurs. At the request of the Customer, the Company will replace the underground line extension at the Customer's cost. The Customer will be required to sign an authorization agreement, install the conduit to the Company's specifications, and once complete, the Company will replace the cable, and take ownership. The Customer is responsible for all requirements under iv.3. prior to installation of the replacement line extension including removal of all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary cable, and conduit including, but not limited to, spacers, glue and pulling strings. The Customer is responsible for any requirement regarding the removal or abandonment of the Customer Owned failed system on private property. Section vi. is not intended for emergency situations.

The Company may be the contractor of last resort for incidental repairs, which does not result in ownership of the customer-owned underground primary service.

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

i. Applicability

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

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

ii. Temporary Service

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

iii. Outdoor Lighting

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

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

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

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

2. Overhead Line Extension

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

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

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

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

3. Underground Line Extension

The Company will install, own and maintain commercial service from the Company's distribution system for customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: https://new-hampshire.libertyutilities.com/uploads/UCD%20Installation%20%20Responsibility%20Guide%20(759B)%20-%202018.pdf

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

4. Plans and Documentation

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

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

v. Payment Required

1. Construction Advance

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

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

Construction Advance (A) = C- (B*N)

Where:

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

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

B = Allowed Credit per buildable lot
N = Number of buildable lots

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

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

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

2. Additional Payment

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

3. Additional Advance Payments

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