

State of New Hampshire
Office of Professional Licensure and Certification
Electricians' Board
Concord, New Hampshire 03301

In the Matter of:
Terry R. Bowen
License No.: 9051M

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the New Hampshire Electricians' Board (hereinafter "Board") and Terry R. Bowen (hereinafter "Respondent"), a master electrician licensed by the Board, do hereby stipulate and agree to resolve certain allegations of misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 319-C:4, 319-C:5, 319-C:6-a, 319-C:12, 319-C:12-a, RSA 541-A, and the Electrician's Board Administrative Rules ("Elec") 105, 203, 207, and 405, the Board has jurisdiction to investigate and adjudicate allegations of misconduct committed by electricians. Pursuant to RSA 319-C:12 and Elec 207.07 the Board may, dispose of such allegations by settlement at any time prior to a decision on the merits.
2. The Board first granted the Respondent a license to practice electrical installations in the State of New Hampshire as a master electrician on July 24, 1991. The Respondent currently holds master electrician license number 9051M. The Respondent is the master of record for Lyme Electric.
3. On August 9, 2021, Inspectors Joe LeSage and Michal Soucy conducted a random unannounced inspection at the campus of Kimball Union Academy located at 67 Main Street Meriden, NH. During the inspection, Inspectors LeSage and Soucy encountered two employees of Lyme Electric, Brian K. M. Rose (14047M) and Lucas Hayward (16593J-terminated). Lucas

Hayward's journeyman's license was terminated on November 4, 2020. Inspectors LeSage and Soucy found the following deficiencies with references that are taken from the 2017 Edition of the National Electrical Code, NFPA 70:

- **215.6 Feeder Equipment Grounding Conductor.** Where a feeder supplies branch circuits in which equipment grounding conductors are required, the feeder shall include or provide an equipment grounding conductor in accordance with the provisions of 250.134, to which the equipment grounding conductors of the branch circuits shall be connected.
 - The existing feeder for the panel board was a 3-phase, 4-wire system (3 phase conductors and one neutral). This feeder should contain an equipment grounding conductor as required in section 215.6. The code does permit the use of the conduit as the equipment grounding conductor when it is one of the types listed in section 250.118. Because there is a transition from flexible metal conduit to electrical metallic tubing, the electrician would need to verify the integrity and continuity of the conduit/connection of the equipment grounding conductor to ensure that it was continuous all the way from the panel board where the feeder originates to the final termination point.
- **250.24(A)(5) Load-Side Grounding Connections.** A grounded conductor shall not be connected to normally non-current carrying metal parts of equipment, to equipment grounding conductor(s), or be reconnected to ground on the load side of the service disconnecting means except as otherwise permitted in this article.
 - The installing electrician tied the branch circuit neutral and equipment grounding conductors together on the same buss. This is in violation of section 250.24(A)(5).
- **300.4(G) Insulated Fittings.** Where raceways contain 4 AWG or larger insulated circuit conductors, and these conductors enter a cabinet, a box, an enclosure, or a raceway, the conductors shall be protected by an identified fitting providing a smoothly rounded insulating surface, unless the conductors are separated from the fitting or raceway by identified insulating material that is securely fastened in place.
 - Upon inspection of both panel boards (the one the electrician was working on and the one that had been previously upgraded in which the feeder originates), it was discovered that the conduit entries which contained conductors sized 4 AWG or larger had not been properly bushed to protect the conductors. This is in violation of section 300.4(G).
- **240.4 Protection of Conductors.** Conductors, other than flexible cords, flexible cables, and fixture wires, shall be protected against overcurrent in accordance with their ampacities specified in 310.15, unless otherwise permitted or required in 240.4(A) through (G).

240.4(D) Small Conductors. Unless specifically permitted in 240.4(E) or (G), the overcurrent protection shall not exceed that required by (D)(1) through (D)(7) after any correction factors for ambient temperature and number of conductors have been applied.

240.4(D)(5) 12 AWG Copper. 20 amperes.

- While inspecting the branch circuit conductors within the panel board, it was discovered that there was 12 AWG wiring installed on 30-amp breakers. According

to section 240.4(D)(5), 12 AWG may only be installed on a circuit overcurrent device with a rating of 20 amps. However, there may be an exception to this rule if the branch circuit is supplying a motor load. Since the motors and the motor controller has been updated, the electrician will be required to perform new calculations to determine if the branch circuit will need to be protected by an oversized overcurrent device per the provisions in table 240.4(G) and the applicable code sections outlined in the table.

- **110.26 Spaces About Electrical Equipment.** Access and working space shall be provided and maintained about all electrical equipment to permit ready and safe operation and maintenance of such equipment.
 - The panel boards inspected are in violation of the working space and clearance requirements found in section 110.26(A) through (E). The electricians will need to review these requirements to ensure that these newly installed panel boards meet the standards.
4. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence of the following facts, from which the Board could find that he engaged in misconduct under RSA 319-C:12 and unprofessional conduct under Elec 405.01.
 - A. Respondent violated RSA 319-C:12(II)(c) and RSA 319-C:1 by engaging in unprofessional conduct when he failed to use properly licensed electricians to make electrical installations.
 5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent engaged in misconduct when he violated 319-C:12(II)(c) and RSA 319-C:1.
 6. Respondent acknowledges that the above-described conduct constitutes grounds for the Board to take disciplinary action against the Respondent's license to practice as an electrician in the State of New Hampshire, as stated in Elec 405.02.
 7. Respondent represents that he has taken steps to avoid any repetition of such conduct in the future.
 8. There is no current record of a similar violation on file at the Board's office as of the date of this *Settlement Agreement*.
 9. The Respondent is willing to accept that this is a first offense as described in Elec 405.03(c)(1).
This shall be considered as a disciplinary action until seven years after the execution of this

Settlement Agreement as described in Elec 405.03(i).

10. For the purposes of determining disciplinary action, multiple offenses that occur on one job site or in one incident shall be considered separate offenses as described in Elec 405.03 (g).
11. The Respondent consents to the Board imposing the following discipline, pursuant to RSA 319-C:12, Elec 405.01, Elec 405.02, Elec 405.03(c)(1), Elec 405.03(j):
 - A. The Respondent is **REPRIMANDED**.
 - B. The Respondent's license is **SUSPENDED** for a period of six (6) months. The suspension will be deferred for a one (1) year period provided the Respondent does not violate the provisions of RSA 319-C or the Board's administrative rules and the Respondent advises the Board on a monthly basis in a written report by completing the Probation Reporting Form of the location of any current or projected jobs in NH as required under Elec 405.02 (b). The one-year period begins on the date that this *Settlement Agreement* is issued as the Board's Order. The reports shall include jobs (completed or projected) from the first day of the month to the first day of the following month. The report form, supplied by the Board or downloaded from the Board's website (Electricians' Board Forms and Other Documents)¹, shall be received in the Board's office **by the first day of the month**, with the first report due on the first day of the month following the execution of this *Settlement Agreement* and the last report due twelve (12) months after this *Settlement Agreement* is issued as the Board's Order. A report shall be filed each month even if no work is performed in NH.
 - C. The Respondent shall complete a 30-hour electrical course on the 2020 National Electric Code, chapters 1-4 **within 6 months of the notice** by a board approved provider.

¹ <https://www.oplc.nh.gov/electricians-board-forms-and-other-documents>

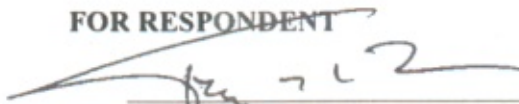
- D. The Board may consider the Respondent's compliance or non-compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
12. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute misconduct pursuant to RSA 319-C:12, and a separate and sufficient basis for further disciplinary action by the Board. The deferred suspensions may then be brought forward in addition to any further disciplinary action. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against the Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this *Settlement Agreement* as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
13. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
14. The Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
15. The Board agrees that in return for the Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
16. The Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
17. The Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.

18. The Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void and Respondent's admissions herein shall be of no effect and inadmissible in any proceeding or matter. The Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
19. The Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
20. The Respondent certifies that he has read this *Settlement Agreement*. The Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the Building Code Review Board, pursuant to RSA 155-A:11-a. Further, the Respondent fully understands the nature, qualities, and dimensions of these rights. The Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.

21. This agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 10/9/2022


(Signature)

Terry R Bowen
(Print Name)

FOR THE BOARD

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 11/2/2022


(Signature)

Matthew C. Caproni
(Print Name and Title)

