

NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

~~First Revised Original~~ Page 112
~~Superseding Original Page 112~~
Rate M

Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light and the kWh for the days the luminaire failed to burn, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

In the event that a private area light other than an LED needs replacement due to failure to burn, the Company will replace the fixture with a like-in-kind LED fixture and the customer will not be responsible to pay the \$50 conversion fee or the undepreciated value. This does not apply to municipal lighting.

Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

Terms of Service

The customer shall receive and pay for outdoor lighting service for an initial term of five years from the date of installation. Unless notice of termination is given, service shall be extended thereafter for terms of one year. Either the customer or the Company may terminate outdoor lighting service by giving the other written notice at least six months before expiration of a term.

Discontinuance of Lights

Upon expiration of the initial five year term, the Customer may discontinue lights by written notice to the Company. Such discontinuance is contingent upon the customer paying the undepreciated value of the light installation plus a removal charge of \$50 per light. Removal of such lights will be completed in a reasonable period as agreed upon.

Issued: ~~xx xx, 2021~~ July 1, 2020

Issued by: /s/ Susan L. Fleck
Susan L. Fleck
Title: President

Effective: July 1, 202~~10~~

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

NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

First Revised Page 112
Superseding Original Page 112
Rate M

Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light and the kWh for the days the luminaire failed to burn, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

In the event that a private area light other than an LED needs replacement due to failure to burn, the Company will replace the fixture with a like-in-kind LED fixture and the customer will not be responsible to pay the \$50 conversion fee or the undepreciated value. This does not apply to municipal lighting.

Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

Terms of Service

The customer shall receive and pay for outdoor lighting service for an initial term of five years from the date of installation. Unless notice of termination is given, service shall be extended thereafter for terms of one year. Either the customer or the Company may terminate outdoor lighting service by giving the other written notice at least six months before expiration of a term.

Discontinuance of Lights

Upon expiration of the initial five year term, the Customer may discontinue lights by written notice to the Company. Such discontinuance is contingent upon the customer paying the undepreciated value of the light installation plus a removal charge of \$50 per light. Removal of such lights will be completed in a reasonable period as agreed upon.

Issued: xx xx, 2021

Issued by: /s/ Susan L. Fleck

Effective: July 1, 2021

Title: Susan L. Fleck
President

Billings

Charges per kWh will be based on the monthly kWh per luminaire on page 116. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The average monthly kWh for each light will be used to bill for kWh usage. Luminaire Charges and Pole and Accessory Charges will be based on the monthly rates above as measured from the date of the prior bill to the current bill date.

Hours of Operation

Full-Night Service: All streetlights will be operated every night from approximately one half hour after sunset until approximately one half hour before sunrise, a total of approximately 3,938 hours each year or approximately 328 average monthly hours.

Part-Night Service: All streetlights will be operated every night approximately one half hour after sunset then turning off at a the earlier of: a time equal to one-half of the Full-Night Service period, or five and one-half hours later , a total of no greater than 1,969 hours each year or approximately 164 average monthly hours.

Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

In the event that a private area light other than an LED needs replacement due to failure to burn, the Company will replace the fixture with a like-in-kind LED fixture and the customer will not be responsible to pay the \$50 conversion fee or the undepreciated value. This does not apply to municipal lighting.

Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

Energy Emergency Service

In the event of a generally recognized national and/or regional energy shortage or emergency, annual outdoor lighting may be disconnected upon written request of the Customer. In this event, a monthly charge will be billed at the rate of 80% of the monthly luminaire charges for the duration of time the lighting service is disconnected.

Issued: xx xx, 2021July 1, 2020

Issued by: /s/ Susan L. Fleck

Effective: July 1, 20210

Susan L. Fleck
Title: President

Billings

Charges per kWh will be based on the monthly kWh per luminaire on page 116. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The average monthly kWh for each light will be used to bill for kWh usage. Luminaire Charges and Pole and Accessory Charges will be based on the monthly rates above as measured from the date of the prior bill to the current bill date.

Hours of Operation

Full-Night Service: All streetlights will be operated every night from approximately one half hour after sunset until approximately one half hour before sunrise, a total of approximately 3,938 hours each year or approximately 328 average monthly hours.

Part-Night Service: All streetlights will be operated every night approximately one half hour after sunset then turning off at a the earlier of: a time equal to one-half of the Full-Night Service period, or five and one-half hours later , a total of no greater than 1,969 hours each year or approximately 164 average monthly hours.

Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

In the event that a private area light other than an LED needs replacement due to failure to burn, the Company will replace the fixture with a like-in-kind LED fixture and the customer will not be responsible to pay the \$50 conversion fee or the undepreciated value. This does not apply to municipal lighting.

Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

Energy Emergency Service

In the event of a generally recognized national and/or regional energy shortage or emergency, annual outdoor lighting may be disconnected upon written request of the Customer. In this event, a monthly charge will be billed at the rate of 80% of the monthly luminaire charges for the duration of time the lighting service is disconnected.

Issued: xx xx, 2021

Issued by: /s/ Susan L. Fleck

Effective: July 1, 2021

Susan L. Fleck
Title: President