

**STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

Docket No. DE 19-064

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty
Distribution Service Rate Case

Request to Revise Street Lighting Tariff

**TECHNICAL STATEMENT OF
HEATHER M. TEBBETTS**

May 14, 2021



1 **I. Purpose of Technical Statement**

2 On June 30, 2020, Liberty Utilities (Granite State Electric) Corp. (“Liberty” or “the
3 Company”) received Order No. 26.376 in this docket approving a settlement agreement
4 that covered a wide range of issues, including support of Liberty’s revised Rate M and
5 new LED lighting tariffs. This technical statement provides an overview of minor
6 clarifications the Company would like to make with regard to private area (non-
7 municipal) lighting replacements.

8 **II. Private Area Lighting Replacements**

9 The Company’s tariff¹ provides that customers looking to convert from traditional street
10 lighting such as High Pressure Sodium (“HPS”) to LED street lighting for lights that are
11 still operational do so with the incurrence of certain fees. The requirements for
12 conversion include paying the undepreciated value of the fixture and a \$50 fee to send a
13 Troubleshooter to the location to replace the fixture. There are no fee requirements for
14 customers whose lights have failed and need to be replaced. The Company replaces such
15 failed fixtures at no charge.

¹ Public, Private, Street, or Outdoor Lights

Conversion of lights will be made as requested by the Customer and as agreed to by the Company, upon payment of the undepreciated value of the existing light and a \$50 per light conversion charge or in accordance with Rates LED- 1 or LED-2. To determine the undepreciated value, the Company will review the install date of the fixture(s) at the Customer’s location. If the install date is greater than 23 years from the date of conversion, the undepreciated value will be zero. For fixtures that are not fully depreciated at the time of conversion, the Company will use the 2020 install cost adjusted for inflation to develop an approximate historical cost and depreciate the fixtures using straight line depreciation. The Customer will be responsible for the remaining undepreciated value.

1 In the event that a customer has a fixture billed under Rate M installed at their premises
2 that fails to burn and replacement of the bulb and/or photocell does not fix the issue, the
3 Company is now proposing tariff language that will allow the Company to replace that
4 fixture with a comparable LED fixture under Rate LED-1 without charging the customer
5 the \$50 or undepreciated value, essentially continuing the practice of replacing the fixture
6 after it has failed without charging fees.

7 **III. Current Private Area Light Replacement Process**

8 When a customer reports their private area light is no longer turning on, the Company
9 sends a troubleshooter to the location to inspect the fixture. If replacement of the bulb
10 and/or photocell does not repair the fixture, the Troubleshooter will inform the customer
11 that they can replace the fixture with another HPS fixture, for example, or the customer
12 can convert to LED. If, in this example, the customer chooses to stay with HPS, there
13 may be a period of time before the fixture is replaced as General Electric is no longer
14 making these fixtures, and purchasing them from another vendor, Cooper, is possible, but
15 still difficult and would involve a significant delay. If a customer has a mercury vapor
16 fixture, they must choose another type of fixture as mercury vapor ballasts have been
17 banned since 2008.²

18 Troubleshooters do not carry HPS fixtures on their trucks due to the lack of available
19 inventory so they will ask the customer if they want to replace with an LED or HPS
20 fixture. If the customer wants a HPS, the troubleshooter will return to the work center and

² <https://www.govinfo.gov/content/pkg/PLAW-110publ414/pdf/PLAW-110publ414.pdf>

1 search the inventory and, if none are available, the Operations Coordinators will request a
2 purchase of the needed fixture and replacement will occur once the fixture is received.

3 If the customer agrees to have an LED fixture installed, under the current tariff language
4 the troubleshooter must leave the property and notify the Operations Coordinator that the
5 customer still does not have an operational light but wants the replacement to be an LED.
6 In the absence of the proposed tariff language addressing a situation where one type of
7 inoperable fixture is replaced with an LED fixture, then the situation is treated similar to
8 a conversion. That is, the Operations Coordinator contacts the customer to explain that
9 there is a \$50 charge and the undepreciated value of the currently installed fixture needs
10 to be paid prior to the replacement being installed. In the meantime, the customer still has
11 no lighting. Either way, the customer has to wait for the light to be replaced and the
12 customer who says they would like LED fixture is treated differently with respect to the
13 incurrence of charges than the customer who merely wants another HPS fixture installed.

14 **IV. Request to Commission**

15 The Company is proposing that in the event that the Troubleshooter cannot fix the non-
16 LED fixture, the Company can replace the fixture with an LED of like-in-kind wattage,
17 without charging the \$50 fee or the undepreciated value, essentially treating this customer
18 the same as one who requests HPS replacement, as in the example above. Such a change
19 would allow the fixture to be replaced immediately and avoids the troubleshooter having
20 to make a second trip. Given that LED lights are readily available, troubleshooters are
21 able to keep a small inventory with them at all times. The customer will also have a

1 lower bill given that the fixed prices in Rate LED-1 are lower and the fixtures use less
2 kWh than the HPS. The Company estimates that fewer than ten of these issues arise
3 annually and, as such, having this minor clarification in the tariff will provide lower costs
4 to the Company and the customer and will allow for a more efficient replacement
5 process. The proposed language changes to the tariff pages are provided in Attachment
6 14, given that Attachments 1 through 13 were filed in the Company's Step Adjustment
7 filing in this docket on April 6, 2021.

8 **V. Undepreciated Value Concerns**

9 In the past, when fixtures failed and they were replaced with the same type of fixture, the
10 customer was not responsible for any undepreciated value or a \$50 fee to replace. The
11 Company is looking to treat the replacement of HPS and mercury vapor with LED
12 fixtures in the same manner, whereby the old fixture is retired and an entry is made to
13 credit the plant asset account and debit accumulated depreciation. This treatment is the
14 same given to any other failed asset, such as a transformer.

15 **VI. Conclusion**

16 The Company asks that the Commission approve the tariff language submitted in
17 Attachment 14 in conjunction with the Company's request for July 1, 2021, rates in this
18 docket.

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

Effective: July 1, 2021~~10~~

Title: President

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

NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

~~Original Page 117~~
~~Superseding Original Page 117~~

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.

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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~~ July 1, 2020

Issued by: /s/ Susan L. Fleck

Effective: July 1, 2020

Susan L. Fleck
President

NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

First Revised Page 117
Superseding Original Page 117
Rate LED-1

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Susan L. Fleck
Title: President