

UNITIL ENERGY SYSTEMS, INC.

DIRECT TESTIMONY OF

Karen M. Asbury

Proposed Tariff Changes: Light Emitting Diode

Outdoor Lighting Service

New Hampshire Public Utilities Commission

Docket No. DE 22-____

November 3, 2022

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LIST OF SCHEDULES

**Schedule KMA-1: Redline Tariff, Light Emitting Diode Outdoor Lighting Service
(Schedule LED-1)**

**Schedule KMA-2: Redline Tariff, Light Emitting Diode Outdoor Lighting Service
(Schedule LED-2)**

1 **I. INTRODUCTION**

2 **Q. Please state your name and business address.**

3 A. My name is Karen M. Asbury. My business address is 6 Liberty Lane West,
4 Hampton, New Hampshire 03842.

5

6 **Q. For whom do you work and in what capacity?**

7 A. I am the Director of Regulatory Services for Unitil Service Corp. (“USC”), which
8 provides centralized management and administrative services to all Unitil
9 Corporation’s affiliates including Unitil Energy Systems, Inc. (“UES”).

10

11 **Q. Please describe your business and educational background.**

12 A. In 1987, I graduated magna cum laude from the University of New Hampshire
13 with a Bachelor of Science Degree in Mathematics. I joined Unitil Service in
14 January 1988 and have held various positions in the regulatory/rate department.
15 In my current position, I am responsible for directing regulatory filings, pricing
16 research, analysis, and design, tariff administration, customer research, and other
17 analytical services.

18

19 **Q. Have you previously testified before the New Hampshire Public Utilities
20 Commission ("Commission")?**

21 A. Yes.

22

1 **II. PURPOSE OF TESTIMONY**

2 **Q. What is the purpose of your testimony in this proceeding?**

3 A. The purpose of my testimony is to present the Company’s proposed changes to
4 Schedule LED (renamed to Schedule LED-1) and the development of a new tariff,
5 Schedule LED-2, in compliance with the Settlement Agreement (the “Settlement”
6 approved, in part, on May 3, 2022 in DE 21-030.
7

8 **Q. When does UES propose that these tariff changes take effect?**

9 A. UES proposes that these tariff changes become effective on August 1, 2023 which
10 provides time to complete the scope of the project and review changes with the
11 Company’s vendor, and implement and test the billing system changes. If the
12 Company is able to implement the changes sooner than August 1, the Company
13 will update the Commission during the course of this proceeding. However,
14 additional time may be needed if the proposal is materially changed.
15

16 **III. SETTLEMENT TERMS**

17 **Q. Please provide the terms of the Settlement pertaining to Outdoor Light**
18 **Service.**

19 A. In Section 6.7.1, the Settlement states that:

20 *Within six months of the Commission’s approval of this Settlement Agreement,*
21 *Unitil shall file a new or revised LED Outdoor Lighting Service tariff, which will*
22 *align more closely with Liberty Utilities LED-2 and Eversource’s EOL tariff rate*

1 *to allow options for municipalities to install advanced lighting controls and to*
2 *allow municipalities to own and maintain lighting fixtures.*

3

4 **Q. Please describe how this filing is consistent with the terms of the Settlement?**

5 A. As described further below, UES provides proposed revisions to its current tariff,
6 Schedule LED, to include a provision that allows options for the installation of
7 advanced lighting controls and files a new tariff (Schedule LED-2) that includes
8 provisions for both advanced lighting controls and allows municipalities to own
9 and maintain light fixtures.

10

11 **IV. SCHEDULE LED-1**

12 **Q. Please describe Schedule LED-1?**

13 A. Schedule LED, renamed to Schedule LED-1, is the Company’s current tariff
14 offering available to governmental bodies and private customers for unmetered
15 LED outdoor lighting service where the Customer has paid the installed cost of
16 fixtures and brackets. The Company will perform maintenance of lighting
17 fixtures at cost to the Customer and the Company holds title to all fixtures.

18

19 **Q. Please describe the proposed changes to Schedule LED?**

20 A. As shown on Schedule KMA-1, which is a redline copy of Schedule LED, the
21 Company has included one change to the Availability consistent with changes to
22 Schedule LED-2 and included a new provision entitled “USE OF ADVANCED
23 CONTROLS.” This provision allows customers to install their own advanced

1 lighting controls. If a municipality elects to install advanced lighting controls, it
2 will be required to provide notice to the Company of such installation and provide
3 a schedule indicating the expected average operating wattage for each light. The
4 municipality will be allowed to update the expected average operating wattage
5 annually at the anniversary date of their initial service.

6
7 For billing purposes, the expected average operating wattage for each of the light
8 sources resulting from installed control adjustments will be multiplied by the
9 annual hours of operation in the tariff divided by 12, then divided by the monthly
10 kWh usage designated in the tariff for All-Night Service or Midnight Service, as
11 applicable. The resulting percentage (rounded to the nearest whole number) will
12 be applied to the monthly kWh designated in the tariff for All-Night Service or
13 Midnight Service, as applicable, to determine the monthly kWh for billing.

14

15 **Q. Why has UES proposed to determine the kWh use for billing purposes in this**
16 **matter?**

17 A. Given the existing complexity of streetlight billing and the challenges presented
18 by the potential number of variables¹ related to advanced controls, the Company's

¹ For example, a customer with fifty LEDs may have twenty not controlled, ten controlled with burn hours of four, ten controlled with burn hours of five, and ten controlled with burn hours of six. This situation alone will require billing these fifty lights at four different consumptions.

1 billing department determined that working within the construct of the current
2 tariff and billing system structure would be the best solution. Currently each light
3 type has an established monthly kWh associated with the service (all-night or
4 midnight service) so in order to utilize that structure, changes will be made to the
5 billing system to allow a percentage to be applied to those kWh (i.e. from 1% to
6 99%) in order to reflect a reduction in the monthly kWh amount to bill.

7

8 **V. SCHEDULE LED-2**

9 **Q. Please describe Schedule KMA-2?**

10 A. Schedule KMA-2, which is the new proposed tariff (Schedule LED-2), largely
11 mirrors the language of the Company's Schedule LED, but is available to
12 governmental bodies or unmetered LED outdoor lighting service where the
13 Customer has paid the installed cost of fixtures and brackets and will own them.
14 The Customer will be responsible for all maintenance of lighting fixtures,
15 however, the Company will perform maintenance of lighting fixtures at cost to the
16 Customer if requested. So that the tariff changes can be easily seen, Schedule
17 KMA-2 is a redline version from the current Schedule LED.

18

19 **Q. Can you please summarize the changes?**

20 A. A summary of changes is provided as follows:

- 21
- The Availability provision has been modified to be similar to Liberty's
22 and Eversource's tariff. The tariff reflects customer ownership and
23 maintenance. Clarifying language has been added regarding service

1 applying to all night, midnight service or an alternative schedule with the
2 use of advanced controls.

3 • Additional language has been included in the Additional Requirements
4 provision related to new installations similar to Eversource.

5 • The Use of Advanced Controls provision has been added (the same
6 language as included in Schedule LED-1 as discussed above) and allows
7 for variation from the Company's hours under all-night or midnight
8 service similar to Liberty and Eversource.

9 • The Maintenance provision has been rearranged and includes some minor
10 changes.

11 • The reduction provided under Failure of Lights to Burn has been revised
12 to be a reduction of the monthly kWh similar to Liberty.

13

14 **Q. Does this conclude your testimony?**

15 **A. Yes, it does.**