

STATE OF NEW HAMPSHIRE

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**PUBLIC UTILITIES COMMISSION**

21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429

August 25, 2023

Matthew Campbell  
Senior Counsel  
Unitil Energy Services  
6 Liberty Lane West  
Hampton, NH 03842

Re: Docket No. DE 22-083  
Proposed Light Emitting Diode Outdoor Lighting Service Tariff Changes  
Tariff Pages: 3rd rev pg 28; 15th rev pg 60; 2nd rev pg 63-C; 4th rev pg 63-D; 7th rev pg 63-E; 5th rev pg 63-F; 2nd rev pgs 63-G, 63-H, 63-I; 1st rev pg 63-J; Original pgs 63-K, 63-L, 63-M, 63-N, 63-O, 63-P, 63-Q, 63-R, 63-S, 63-T, 63-U.  
Tariff No. 3  
Effective Date: August 1, 2023

Dear Attorney Campbell:

Employees of the New Hampshire Public Utilities Commission have reviewed the tariff filing received on July 27, 2023, in the above-captioned proceeding and confirm compliance with the Puc 1603 filing requirements. A copy of this letter is being entered into the docket and the tariff filing will be placed in our permanent file.

In accordance with the Secretarial letter issued March 17, 2020, this letter will be filed electronically only at this time. I have attached date-stamped copies of the tariff pages to the email to the service list and can send physical copies upon request.

Please e-mail me at [tariffs@puc.nh.gov](mailto:tariffs@puc.nh.gov) if I can be of assistance.

Sincerely,

/s/ *Ben Martin-McDonough*

Ben Martin-McDonough  
Tariff Administrator

cc: Service List

**TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)**

APPENDIX B  
LINE EXTENSION POLICY

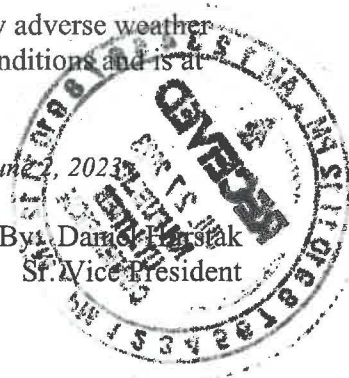
I. LINE EXTENSION – GENERAL PROVISIONS

1. 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 Domestic Schedule D, General Schedule G, Outdoor Lighting Schedule OL, and Light Emitting Outdoor Lighting Schedule LED-1 and Schedule LED-2 at their request.
2. As provided in 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 a required overhead or underground power line extension on private property. The contractor shall supply and install all materials, as specified by the Company. 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 may charge the Customer a fee for the Company's cost of administration, engineering and inspection of a line extension constructed by a Customer's private line contractor. The Company has the right to not accept a Customer built 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.
3. All distribution facilities constructed under the provisions of this line extension tariff shall be and shall remain the property of the Company. The Company shall not be required to install distribution lines, transformers, service drops or meters under the terms below in locations where access is difficult by standard Company distribution construction and maintenance vehicles, where the service does not comply with the Company's environmental policy and procedures, where it is necessary to cross a body of water or to serve airport lighting, beacon lighting, street lighting or where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other Customers of the Company.
4. All agreements made pursuant to this Line Extension Policy shall be drawn to bind the successors in title to the Customer's premises and with such formalities as are required for recording in the Registry of Deeds for the appropriate County in the State of New Hampshire and will be so recorded. The recording fee shall be paid by the Customer.
5. The schedule for the construction of line extensions may be affected by adverse weather conditions, emergency requirements or other higher priority service conditions and is at the discretion of the Company.

*Authorized by NHPUC Order No. 26,838 in Case No. DE 22-083 dated June 22, 2023*

Issued: July 27, 2023  
Effective: August 1, 2023

Issued By: Daniel H. Stak  
Sr. Vice President





OUTDOOR LIGHTING SERVICE  
SCHEDULE OL (continued)

DISTRIBUTION CHARGES: LUMINAIRE – MONTHLY

Distribution Charge: 0.000¢ per kWh

<u>Lamp Size</u>		<u>Description of Luminaire</u>	<u>Luminaire Price per Month</u>	<u>All-Night Service</u>	<u>Midnight Service</u>
<u>Nominal Watts</u>	<u>Lumens Approx.</u>			<u>Option Luminaire Monthly kWh</u>	<u>Option Luminaire Monthly kWh</u>
100	3,500	Mercury Vapor Street	\$13.73	43	20
175	7,000	Mercury Vapor Street	\$15.73	71	33
250	11,000	Mercury Vapor Street	\$17.25	100	46
400	20,000	Mercury Vapor Street	\$17.25	157	73
1,000*	60,000	Mercury Vapor Street	\$24.78	372	173
250	11,000	Mercury Vapor Flood	\$18.25	100	46
400	20,000	Mercury Vapor Flood	\$21.57	157	73
1,000	60,000	Mercury Vapor Flood	\$25.29	380	176
100	3,500	Mercury Vapor Power Bracket	\$13.44	48	22
175	7,000	Mercury Vapor Power Bracket	\$14.65	71	33
50	4,000	Sodium Vapor Street	\$13.73	23	11
100	9,500	Sodium Vapor Street	\$15.73	48	22
150	16,000	Sodium Vapor Street	\$17.25	65	30
250	30,000	Sodium Vapor Street	\$19.53	102	47
400	50,000	Sodium Vapor Street	\$24.78	161	75
1,000*	140,000	Sodium Vapor Street	\$42.51	380	176
150	16,000	Sodium Vapor Flood	\$18.25	65	30
250	30,000	Sodium Vapor Flood	\$21.57	102	47
400	50,000	Sodium Vapor Flood	\$25.29	161	75
1,000	140,000	Sodium Vapor Flood	\$42.89	380	176
50	4,000	Sodium Vapor Power Bracket	\$13.44	23	11
100	9,500	Sodium Vapor Power Bracket	\$14.65	48	22
175	8,800	Metal Halide Street	\$17.25	74	34
1,000	86,000	Metal Halide Flood	\$25.29	374	174
35	3,000	LED Area Light Fixture	\$13.44	12	6
47	4,000	LED Area Light Fixture	\$14.65	16	7
30	3,300	LED Street Fixture	\$13.73	10	5
50	5,000	LED Street Fixture	\$15.73	17	8
100	11,000	LED Street Fixture	\$17.25	35	16
120	18,000	LED Street Fixture	\$19.53	42	19
140	18,000	LED Street Fixture	\$24.78	48	22
260	31,000	LED Street Fixture	\$42.51	90	42
70	10,000	LED Flood Light Fixture	\$18.25	24	11
90	10,000	LED Flood Light Fixture	\$21.57	31	14
110	15,000	LED Flood Light Fixture	\$25.29	38	18
370	46,000	LED Flood Light Fixture	\$42.89	128	59

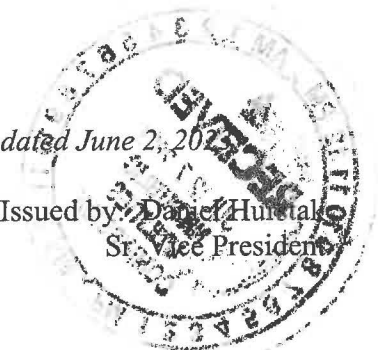
\* 1,000 Watt Mercury Vapor Street and 1,000 Watt Sodium Vapor Street are no longer available. Flood lights are available with brackets and ballasts as specified by the Company.

The prices and monthly kWh specified in this table for LED fixtures will apply to luminaires +/- 5 watts above or below the stated wattage in accordance with ANSI C136-15-2020 to accommodate the evolution of LED lighting fixtures.

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Issued: July 27, 2023  
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Sr. Vice President







LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1

AVAILABILITY

This unmetered rate Schedule is available to governmental bodies and private Customers for unmetered light emitting diode ("LED") outdoor lighting service for which the Customer has paid the installed cost of fixtures and brackets. It is available at the Customer's option to those Customers who sign a Service Agreement to receive all of their street and area service requirements under Schedule LED-1, where feasible.

Customers choosing to convert from service under Outdoor Lighting Service Schedule OL must:

(a) contribute to the Company the cost of removal and remaining unexpired life of any street and area lighting fixtures and brackets as of the date that such fixtures are removed and replaced with LED lighting technology in accordance with this Rate Schedule; and

(b) furnish any fixtures utilizing other lighting technologies accepted by the Company, and pay either the Company (including labor, material, traffic control and overheads) or a private line contractor, as described under the "Additional Requirements" section below, for the installation of these fixtures.

The Company will perform maintenance of lighting fixtures under this rate at cost to the Customer defined in MAINTENANCE below. The Company will hold title to all fixtures during the time they are installed.

This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Default Service from the Company pursuant to Schedule DS as amended from time to time.

LIMITATIONS ON AVAILABILITY

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing fixtures in accordance with the time schedule specified in the Service Agreement.

ADDITIONAL REQUIREMENTS

LED fixtures must be provided by the Customer for installation on the Company's facilities. Fixtures shall be accepted by the Company in advance of installation and must be

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1 (continued)

compatible with existing line voltage, brackets and photoelectric controls, and must require no special tools or training to install and maintain.

Customers who are replacing existing fixtures with these LED technologies are responsible for the cost of removal and installation. Customers may choose to have this work completed by the Company or may opt to hire and pay a private line contractor to perform the work. Any private contractor shall have all the requisite training, certifications and insurance to safely perform the required installations, and shall be licensed by the State and accepted by the Company. Prior to commencement of work, the municipality must provide written certification of the qualifications to the Company. Contractors shall coordinate the installation work with the Company and submit a work plan subject to approval by the Company. The Customer shall bear all expenses related to the use of such labor, including any expenses arising from damage to the Company's electrical system caused by the contractor's actions.

SERVICE AGREEMENT

The Customer shall sign a Service Agreement governing the contribution for the remaining unexpired life of the existing street lighting fixtures and brackets, the contribution for the installed cost of the new fixtures and brackets, and the cost of removal and conversion of existing fixtures.

CHARACTER OF SERVICE

All lighting shall be photoelectrically controlled. The Customer will furnish the equipment and the Company shall maintain the equipment hereinafter described and shall supply service at which the lamps are designed to operate.

DELIVERY SERVICE CHARGES – MONTHLY

The Delivery Service Charges shall include Distribution Charges and Adjustments, set forth below.

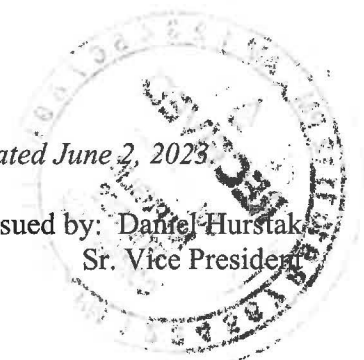
DISTRIBUTION CHARGES: LED LUMINAIRES – MONTHLY

Distribution Charge: 0.000¢ per kWh

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Issued: July 27, 2023  
Effective: August 1, 2023

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Sr. Vice President





**LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE**  
**SCHEDULE LED-1 (continued)**

<u>Lamp Size</u>		<u>Description of Luminaire</u>	<u>Luminaire Price per Month</u>	<u>All-Night Service</u>	<u>Midnight Service</u>
<u>Nominal Watts</u>	<u>Lumens Approx.</u>			<u>Option Luminaire Monthly kWh</u>	<u>Option Luminaire Monthly kWh</u>
35	3,000	LED Area Light Fixture	\$7.00	12	6
47	4,000	LED Area Light Fixture	\$8.21	16	7
30	3,300	LED Street Fixture	\$9.71	10	5
50	5,000	LED Street Fixture	\$11.92	17	8
100	11,000	LED Street Fixture	\$12.48	35	16
120	18,000	LED Street Fixture	\$14.76	42	19
140	18,000	LED Street Fixture	\$17.83	48	22
260	31,000	LED Street Fixture	\$33.56	90	42
70	10,000	LED Flood Light Fixture	\$11.24	24	11
90	10,000	LED Flood Light Fixture	\$14.56	31	14
110	15,000	LED Flood Light Fixture	\$17.36	38	18
370	46,000	LED Flood Light Fixture	\$27.00	128	59

The prices and monthly kWh specified in this table for LED fixtures will apply to luminaires +/- 5 watts above or below the stated wattage in accordance with ANSI C136-15-2020 to accommodate the evolution of LED lighting fixtures.

MONTHLY KWH PER LUMINAIRE

For billing purposes on Energy based charges and adjustments, the monthly kWh figures shown in the table above under Distribution Charges - Monthly: Luminaire shall be used for each luminaire and service option type.

OTHER LED FIXTURES AND LED EQUIPMENT

Lighting fixtures other than that specified herein will be provided only at prices and for a contract term to be mutually agreed upon between the Company and the Customer.

MINIMUM CHARGE

The minimum charge per month, or fraction thereof, per lamp shall be the Distribution Charge: Luminaire.

ADJUSTMENTS

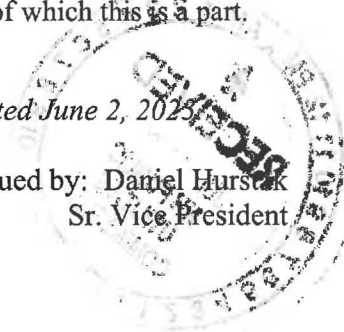
These Adjustments, included in the Delivery Service Charges, shall be adjusted from time to time.

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1 (continued)

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

Storm Recovery Adjustment Factor: All energy delivered under this Schedule shall be subject to the Storm Recovery Adjustment Factor as provided in Schedule SRAF of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Default Service Charge: For Customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

USE OF ADVANCED CONTROLS

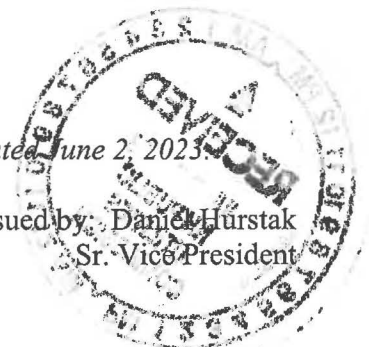
Where lighting controls that meet the current ANSI C12.20 standard have been installed that allow for variation from the Company's outdoor lighting hours schedule under All-Night Service or Midnight Service, the Customer must provide verification of such installation to the Company and a schedule indicating the expected average operating wattage of each light subject to the Customer's control and operation. The wattage ratings shall allow for the billing of kilowatt-hours according to the schedule submitted by the Customer to the Company and reflect any adjustments from the lighting control system including, but not limited to, fixture trimming, dimming, brightening, variable dimming, and multiple hourly schedules.

For billing purposes, the expected average operating wattage for each of the light sources resulting from installed control adjustments will be multiplied by the annual hours of operation in the tariff divided by 12, then divided by the monthly kWh usage designated in this tariff for All-Night Service or Midnight Service, as applicable. The resulting percentage (rounded to the nearest whole number) will be applied to the monthly kWh designated in this tariff for All-Night Service or Midnight Service, as applicable, to determine the monthly kWh for billing. Upon installation and at any time thereafter, the Customer must also provide the Company access, either directly or indirectly, to the data from the Customer's control system in order for the Company to verify the measured energy use of the lighting systems and modify the billed usage as appropriate. Prior to any such modified billing, the Company and the Customer shall meet in good faith to discuss the circumstance of the higher observed wattage and attempt to resolve the matter in a mutually agreeable manner. These discussions will include a determination of the number of fixtures subject to rebilling and the

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1 (continued)

period that rebilling is in effect. The Customer shall provide a report annually which provides actual monthly operating usage of such lighting systems.

The schedule of average operating wattage ratings for all lights may be revised annually on the anniversary of the Customer's initial opt-in date. Changes may be requested outside of the anniversary date and made if agreed to by the Company. Revisions to the schedule of average operating wattage ratings requested by the Customer may take one or two billing cycles to become effective. The Company reserves the right to bill all the LED lights based on the total wattage as provided under this tariff, instead of the lower wattage, if any fixture is reset without the express written consent of the Company. Prior to billing all lights based on the total wattage, the Company and the Customer shall meet in good faith to discuss the circumstance of the unauthorized fixture wattage reset and attempt to resolve the matter in a mutually agreeable manner. These discussions will include a determination of the number of fixtures subject to rebilling and the period that rebilling is in effect.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff.

TERM OF CONTRACT

Except as provided in the Special Provisions section, service under this Schedule shall be for an initial period of one year with automatic one year extensions thereafter until cancelled by either the Customer or the Company giving to the other notice in writing at least 30 days in advance.

MAINTENANCE

The Company shall exercise reasonable diligence to insure that all lamps are burning and shall make replacements promptly when notified of outages. However, the Company shall not be required to perform any replacements or maintenance except during regular working hours. The Company will be responsible for correcting UES system voltage problems at no charge to the Customer. When the Company responds to a report of a non-working fixture not related to voltage, the Customer will be assessed a per-fixture per-visit charge to replace photoelectric

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1 (continued)

controls or to remove an otherwise non-working fixture and return it to the Customer. If available, the Company will replace a non-working fixture with a replacement fixture to be supplied by the Customer.

Alternatively, municipal Customers will be afforded the opportunity to have maintenance performed by a private line contractor subject to special agreement with the Company. Any private contractor shall have all the requisite training, certifications and insurance to safely perform the required work, and shall be licensed by the State and accepted by the Company. Prior to commencement of any maintenance work, the municipality must provide written certification of the qualifications to the Company. Contractors shall be required to coordinate maintenance work with the Company. The Customer shall bear all expenses related to the use of such maintenance, including any expenses arising from damage to the Company's electrical system caused by the contractor's actions.

Per-Fixture Per-Visit  
Maintenance Charge.....\$115.00 plus cost of materials

SPECIAL PROVISIONS

(a) Hours of Operation

Approximate hours of operation under the all-night service option will be from one-quarter hour after sunset to one-quarter hour before sunrise. Annual burn hours of 4,150 are estimated for billing kWh purposes for the all-night service option. Approximate hours of operation under the midnight service option will be from one-quarter hour after sunset to midnight. Annual burn hours of 1,930 are estimated for billing kWh purposes for the midnight service option.

(b) Lamp Replacement

The Company shall replace defective lamps as promptly as possible during regular working hours, after having been advised as to the need of such replacement by the Customer and provided with a replacement fixture. A maintenance charge shall apply.

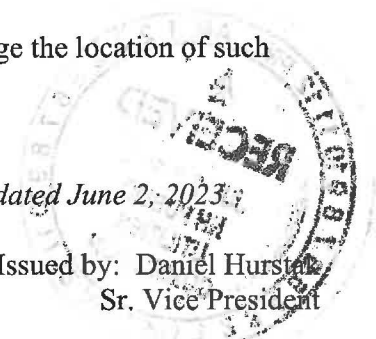
(c) Change of Location

The Company will, at the expense to the Customer, change the location of such fixtures as the Customer may order.

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1 (continued)

(d) Change/Removal of Fixture

The Company will change the type of lighting fixture at the Customer's request, but shall require the Customer to reimburse the Company for the cost of the new fixture, cost of installation, and cost of removal of equipment.

(e) Modification of Service

Municipal and state roadway lighting Customers may request a modification of service from the all-night service option to the midnight service option during the calendar months of January and February of each year, otherwise known as the open enrollment period. Requests received from municipal and state roadway lighting Customers after the open enrollment period shall be implemented during the subsequent open enrollment period, unless the Company determines that it is feasible and practicable to implement the request prior to the subsequent enrollment period. All other Customers may request a modification of service from the all-night service option to the midnight service option at any time. Customers requesting a modification of service from the all-night service option to the midnight service option are responsible to pay to the Company the installed cost of any additional equipment required to provide service under the midnight service option. The installed cost includes the cost of the additional equipment, labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment.

Customers requesting a modification of service from the midnight service option to the all-night service option are responsible to pay to the Company the installation cost of the equipment required to provide service under the all-night service option. The installed cost includes the cost of labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment.

The Company will utilize fixed price estimates per luminaire for the installed cost, the additional equipment cost and the equipment installation cost and will update the fixed price estimates per luminaire each year based upon current costs. In the event traffic control is required during a modification of service option or for equipment repair, the Company may coordinate and provide traffic control on the Customer's behalf and the Customer shall reimburse the Company for all costs associated with the traffic control provided by the Company. The scheduling of work associated with the modification of a service option will be made at the Company's discretion with consideration given to minimizing travel and set-up time.

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1 (continued)

(f) Suspended Service

At a Customer's request, a lamp may be temporarily disconnected in which case the Customer will not be billed an Energy Charge for that lamp. The Company shall continue to bill the Monthly Luminaire charge for the lamp. In addition, an account restoration charge as defined in the Terms and Conditions for Distribution Service, Appendix A, will apply per fixture, per visit for the purposes of reconnecting a lamp.

(g) New Customer at Existing Locations

A new Customer may assume the contract for an existing street lighting service without signing a new contract provided that all previous bills for that service are paid and provided that there has been no interruption in service.

(h) Permits

The Customer shall provide, without cost to the Company, all permits, consents or easements necessary for the erection, maintenance and operation of the Company's facilities including the right to cut and trim trees where necessary.

(i) Additional Equipment

Lighting installations requiring new poles and overhead conductors, or lighting units mounted on ornamental standards connected to an underground distribution circuit will be available only under the following provisions:

1. When the Customer signs an agreement under which he agrees to pay each month an additional charge of 2.0 percent of the excess cost of the facilities to cover fixed charges thereon and operations and maintenance thereof. Such agreements shall have a minimum term of ten years whenever more than four (4) luminaires are so installed.
2. When the Customer pays the Company the total excess cost of the facilities and agrees to reimburse the Company for all the maintenance thereon.
3. To governmental agencies who sign an agreement for a period of ten years and pay the Company the total excess cost of the facilities and, in addition pay annually 5.0 percent annually of the total excess cost to cover the operation, maintenance, and limited replacements thereof. The net additional excess cost of facilities replacements will become part of the total excess costs. Excess cost is defined as being the cost in excess

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-1 (continued)

of that which would have been incurred had the lights been mounted on existing poles and supplied from existing conductors.

(j) Failure of Lights to Burn

If any lights fail to burn the full period herein provided, then upon request, a deduction will be made from the monthly price of such lights provided they are not burning within 72 hours from the time the Company is notified of the outage. The deduction shall be the annual price of the light multiplied by the ratio that the period of such outage bears to the total annual burning time as herein indicated. This deduction shall not apply in case the failure of the lights to burn is due to the act of any public authority or to malicious breakage including motor vehicle accidents, damage due to severe weather, or underground cable failures; provided however, that in the latter case the necessary repairs are made with reasonable dispatch.

(k) Limitation of Service

The Company reserves the right to restrict installations served under this Schedule to areas easily accessible by a service truck.

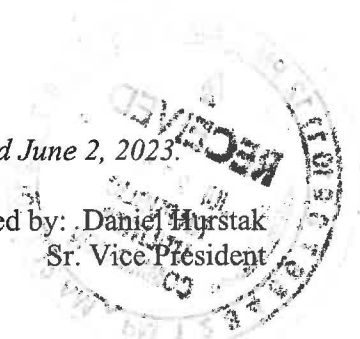
TARIFF PROVISION

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is a part of this rate.

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-2

AVAILABILITY

This unmetered rate Schedule is available to governmental bodies for unmetered light emitting diode ("LED") outdoor lighting service who are converting from high pressure sodium, mercury vapor, or metal halide lighting to LED or that want new LED street light installations and that want to purchase and own the LED fixtures including the option to install advanced controls for alternative lighting schedules. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the conditions of this tariff.

Customers choosing to convert from service under Outdoor Lighting Service Schedule OL or Schedule LED-1, must:

- (a) contribute to the Company the cost of removal and remaining unexpired life of any street and area lighting fixtures and brackets as of the date that such fixtures are removed and replaced with LED lighting technology in accordance with this Rate Schedule;
- (b) furnish any fixtures utilizing other lighting technologies accepted by the Company, and pay either the Company (including labor, material, traffic control and overheads) or a private line contractor, as described under the "Additional Requirements" section below, for the installation of these fixtures; and
- (c) provide, at least annually, a street light inventory including location of fixtures by pole number, wattage, Kelvin and lumens of all fixtures. The Customer will hold title to all fixtures.

The Customer will be responsible for all maintenance of lighting fixtures under this rate.

All poles, wires, brackets, transformers, and other equipment furnished by the Company shall be maintained by it and title to such shall in all cases remain vested in the Company.

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-2 (continued)

Service under this rate is for all night, midnight service or an alternative schedule with the use of advanced controls. Service under this rate is for all night service where the luminaire operates for the entire nighttime period. In addition, customers may, at their option, take advantage of midnight service in which the luminaire operates for a portion of the night. Customers may select the midnight service option during an open enrollment period as detailed under the Modification of Service provision below. Any request to select the midnight service option must be made in writing. Service under the alternative schedule with advanced controls is where the luminaire operates for an alternative schedule pursuant to the Use of Advanced Controls provision below.

This Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Default Service from the Company pursuant to Schedule DS as amended from time to time.

LIMITATIONS ON AVAILABILITY

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing fixtures in accordance with the time schedule specified in the Service Agreement.

ADDITIONAL REQUIREMENTS

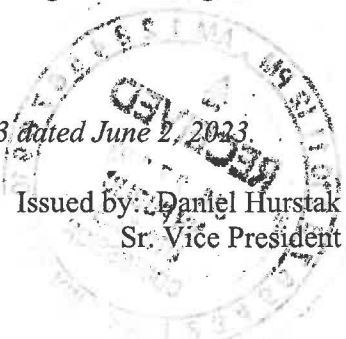
LED fixtures must be provided by the Customer for installation on the Company's facilities. Fixtures shall be accepted by the Company in advance of installation and must be compatible with existing line voltage, brackets and photoelectric controls, and must require no special tools or training to install and maintain.

Customers who are replacing existing fixtures with these LED technologies are responsible for the cost of removal and installation. Customers may choose to have this work completed by the Company or may opt to hire and pay a private line contractor to perform the work. Any private contractor shall have all the requisite training, certifications and insurance to safely perform the required installations, and shall be licensed by the State and accepted by the Company. Prior to commencement of work, the municipality must provide written certification of the qualifications to the Company. Contractors shall coordinate the installation work with the Company and submit a work plan subject to approval by the Company. The Customer shall bear all expenses related to the use of such labor, including any expenses arising from damage to the Company's electrical system caused by the contractor's actions.

*Authorized by NHPUC Order No. 26,838 in Case No. DE 22-083 dated June 2, 2023.*

Issued: July 27, 2023  
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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-2 (continued)

Any cost incurred with new installations, or with the replacement or removal of existing fixtures and/or brackets shall be borne by the Customer. Such costs shall include the installed cost of the new fixtures and/or brackets in the case of new installation and replacements, and the cost of removal of the existing fixtures and/or brackets, less any salvage value of such fixtures and/or brackets which are removed from service.

In the case of new installations, extensions and replacements which make use of underground conductors for supply and distribution and/or standards or poles employed exclusively for lighting purposes, the Company reserves the right to require the Customer to furnish, own, and maintain such underground supply and distribution facilities and/or the standards or poles.

For outdoor lighting area lighting installation, the Customer shall provide without expense or cost to the Company, all permits, consents, or easements necessary for the erection, maintenance, and operation of the Company's facilities, including the right to cut and trim trees and bushes wherever necessary; and the Company shall not be required to move its facilities to another location on the Customer's premises unless the Customer shall bear the cost thereof. The Company reserves the right to restrict such installations under this rate to areas which are easily accessible by service truck.

SERVICE AGREEMENT

The Customer shall sign a Service Agreement governing the contribution for the remaining unexpired life of the existing street lighting fixtures and brackets, the contribution for the installed cost of the new fixtures and brackets, and the cost of removal and conversion of existing fixtures.

DELIVERY SERVICE CHARGES – MONTHLY

The Delivery Service Charges shall include Distribution Charges and Adjustments, set forth below.

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**LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE**  
**SCHEDULE LED-2 (continued)**

**DISTRIBUTION CHARGES: LED LUMINAIRES – MONTHLY**

Distribution Charge: 0.000¢ per kWh

<u>Lamp Size</u>		<u>Description of Luminaire</u>	<u>Luminaire Price per Month</u>	<u>All-Night Service</u>	<u>Midnight Service</u>
<u>Nominal Watts</u>	<u>Lumens Approx.</u>			<u>Option Luminaire Monthly kWh</u>	<u>Option Luminaire Monthly kWh</u>
35	3,000	LED Area Light Fixture	\$7.00	12	6
47	4,000	LED Area Light Fixture	\$8.21	16	7
30	3,300	LED Street Fixture	\$9.71	10	5
50	5,000	LED Street Fixture	\$11.92	17	8
100	11,000	LED Street Fixture	\$12.48	35	16
120	18,000	LED Street Fixture	\$14.76	42	19
140	18,000	LED Street Fixture	\$17.83	48	22
260	31,000	LED Street Fixture	\$33.56	90	42
70	10,000	LED Flood Light Fixture	\$11.24	24	11
90	10,000	LED Flood Light Fixture	\$14.56	31	14
110	15,000	LED Flood Light Fixture	\$17.36	38	18
370	46,000	LED Flood Light Fixture	\$27.00	128	59

The prices and monthly kWh specified in this table for LED fixtures will apply to luminaires +/- 5 watts above or below the stated wattage in accordance with ANSI C136-15-2020 to accommodate the evolution of LED lighting fixtures.

**MONTHLY KWH PER LUMINAIRE**

For billing purposes on Energy based charges and adjustments, the monthly kWh figures shown in the table above under Distribution Charges - Monthly: Luminaire shall be used for each luminaire and service option type.

**OTHER LED FIXTURES AND LED EQUIPMENT**

Lighting fixtures other than that specified herein will be provided only at prices and for a contract term to be mutually agreed upon between the Company and the Customer.

**MINIMUM CHARGE**

The minimum charge per month, or fraction thereof, per lamp shall be the Distribution Charge: Luminaire.

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SCHEDULE LED-2 (continued)

ADJUSTMENTS

These Adjustments, included in the Delivery Service Charges, shall be adjusted from time to time.

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

Storm Recovery Adjustment Factor: All energy delivered under this Schedule shall be subject to the Storm Recovery Adjustment Factor as provided in Schedule SRAF of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Default Service Charge: For Customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

USE OF ADVANCED CONTROLS

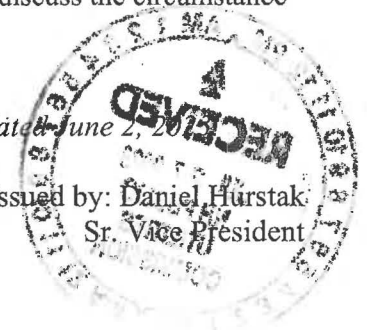
Where lighting controls that meet the current ANSI C12.20 standard have been installed that allow for variation from the Company's outdoor lighting hours schedule under All-Night Service or Midnight Service, the Customer must provide verification of such installation to the Company and a schedule indicating the expected average operating wattage of each light subject to the Customer's control and operation. The wattage ratings shall allow for the billing of kilowatt-hours according to the schedule submitted by the Customer to the Company and reflect any adjustments from the lighting control system including, but not limited to, fixture trimming, dimming, brightening, variable dimming, and multiple hourly schedules.

For billing purposes, the expected average operating wattage for each of the light sources resulting from installed control adjustments will be multiplied by the annual hours of operation in the tariff divided by 12, then divided by the monthly kWh usage designated in this tariff for All-Night Service or Midnight Service, as applicable. The resulting percentage (rounded to the nearest whole number) will be applied to the monthly kWh designated in this tariff for All-Night Service or Midnight Service, as applicable, to determine the monthly kWh for billing. Upon installation and at any time thereafter, the Customer must also provide the Company access, either directly or indirectly, to the data from the Customer's control system in order for the Company to verify the measured energy use of the lighting systems and modify the billed usage as appropriate. Prior to any such modified billing, the Company and the Customer shall meet in good faith to discuss the circumstance

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SCHEDULE LED-2 (continued)

of the higher observed wattage and attempt to resolve the matter in a mutually agreeable manner. These discussions will include a determination of the number of fixtures subject to rebilling and the period that rebilling is in effect. The Customer shall provide a report annually which provides actual monthly operating usage of such lighting systems.

The schedule of average operating wattage ratings for all lights may be revised annually on the anniversary of the Customer's initial opt-in date. Changes may be requested outside of the anniversary date and made if agreed to by the Company. Revisions to the schedule of average operating wattage ratings requested by the Customer may take one or two billing cycles to become effective. The Company reserves the right to bill all the LED lights based on the total wattage as provided under this tariff, instead of the lower wattage, if any fixture is reset without the express written consent of the Company. Prior to billing all lights based on the total wattage, the Company and the Customer shall meet in good faith to discuss the circumstance of the unauthorized fixture wattage reset and attempt to resolve the matter in a mutually agreeable manner. These discussions will include a determination of the number of fixtures subject to rebilling and the period that rebilling is in effect.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff.

TERM OF CONTRACT

Except as provided in the Special Provisions section, service under this Schedule shall be for an initial period of one year with automatic one year extensions thereafter until cancelled by either the Customer or the Company giving to the other notice in writing at least 30 days in advance.

MAINTENANCE

Any customer requesting replacement or maintenance of a light by the Company will be billed a Per-Fixture Per-Visit Maintenance Charge of \$115.00 plus the cost of materials. Ongoing maintenance or replacement of fixtures owned by the customer, including photocell or advanced controls may be performed by the customer through a private line contractor. Any private contractor shall have all the requisite training, certifications and insurance to safely perform the required work, and shall be licensed by the State and accepted by the Company. Prior to commencement of any maintenance work, the municipality must provide written certification of the qualifications to the Company. Contractors shall be required to coordinate maintenance work with the Company. The Customer shall bear all expenses related to the use of such maintenance,

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-2 (continued)

including any expenses arising from damage to the Company's electrical system caused by the contractor's actions.

The Company shall not be required to perform any replacements or maintenance except during regular working hours. The Company will be responsible for correcting UES system voltage problems at no charge to the Customer. When the Company responds to a report of a non-working fixture not related to voltage, the Customer will be assessed a per-fixture per-visit charge to replace photoelectric controls or to remove an otherwise non-working fixture and return it to the Customer. If available, the Company will replace a non-working fixture with a replacement fixture to be supplied by the Customer.

SPECIAL PROVISIONS

(a) Hours of Operation

Approximate hours of operation under the all-night service option will be from one-quarter hour after sunset to one-quarter hour before sunrise. Annual burn hours of 4,150 are estimated for billing kWh purposes for the all-night service option. Approximate hours of operation under the midnight service option will be from one-quarter hour after sunset to midnight. Annual burn hours of 1,930 are estimated for billing kWh purposes for the midnight service option.

(b) Lamp Replacement

The Company shall replace defective lamps as promptly as possible during regular working hours, after having been advised as to the need of such replacement by the Customer and provided with a replacement fixture. A maintenance charge shall apply.

(c) Change of Location

The Company will, at the expense to the Customer, change the location of such fixtures as the Customer may order.

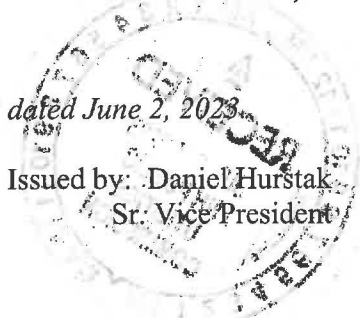
(d) Change/Removal of Fixture

The Company will change the type of lighting fixture at the Customer's request, but shall require the Customer to reimburse the Company for the cost of the new fixture, cost of installation, and cost of removal of equipment.

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LIGHT EMITTING DIODE OUTDOOR LIGHTING SERVICE  
SCHEDULE LED-2 (continued)

(e) Modification of Service

Municipal and state roadway lighting Customers may request a modification of service from the all-night service option to the midnight service option during the calendar months of January and February of each year, otherwise known as the open enrollment period. Requests received from municipal and state roadway lighting Customers after the open enrollment period shall be implemented during the subsequent open enrollment period, unless the Company determines that it is feasible and practicable to implement the request prior to the subsequent enrollment period. All other Customers may request a modification of service from the all-night service option to the midnight service option at any time. Customers requesting a modification of service from the all-night service option to the midnight service option are responsible to pay to the Company the installed cost of any additional equipment required to provide service under the midnight service option. The installed cost includes the cost of the additional equipment, labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment.

Customers requesting a modification of service from the midnight service option to the all-night service option are responsible to pay to the Company the installation cost of the equipment required to provide service under the all-night service option. The installed cost includes the cost of labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment.

The Company will utilize fixed price estimates per luminaire for the installed cost, the additional equipment cost and the equipment installation cost and will update the fixed price estimates per luminaire each year based upon current costs. In the event traffic control is required during a modification of service option or for equipment repair, the Company may coordinate and provide traffic control on the Customer's behalf and the Customer shall reimburse the Company for all costs associated with the traffic control provided by the Company. The scheduling of work associated with the modification of a service option will be made at the Company's discretion with consideration given to minimizing travel and set-up time.

(f) Suspended Service

At a Customer's request, a lamp may be temporarily disconnected in which case the Customer will not be billed an Energy Charge for that lamp. The Company shall continue to bill the Monthly Luminaire charge for the lamp. In addition, an account

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SCHEDULE LED-2 (continued)

restoration charge as defined in the Terms and Conditions for Distribution Service, Appendix A, will apply per fixture, per visit for the purposes of reconnecting a lamp.

(g) New Customer at Existing Locations

A new Customer may assume the contract for an existing street lighting service without signing a new contract provided that all previous bills for that service are paid and provided that there has been no interruption in service.

(h) Permits

The Customer shall provide, without cost to the Company, all permits, consents or easements necessary for the erection, maintenance and operation of the Company's facilities including the right to cut and trim trees where necessary.

(i) Additional Equipment

Lighting installations requiring new poles and overhead conductors, or lighting units mounted on ornamental standards connected to an underground distribution circuit will be available only under the following provisions:

1. When the Customer signs an agreement under which he agrees to pay each month an additional charge of 2.0 percent of the excess cost of the facilities to cover fixed

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SCHEDULE LED-2 (continued)

charges thereon and operations and maintenance thereof. Such agreements shall have a minimum term of ten years whenever more than four (4) luminaires are so installed.

2. When the Customer pays the Company the total excess cost of the facilities and agrees to reimburse the Company for all the maintenance thereon.

3. To governmental agencies who sign an agreement for a period of ten years and pay the Company the total excess cost of the facilities and, in addition pay annually 5.0 percent annually of the total excess cost to cover the operation, maintenance, and limited replacements thereof. The net additional excess cost of facilities replacements will become part of the total excess costs. Excess cost is defined as being the cost in excess of that which would have been incurred had the lights been mounted on existing poles and supplied from existing conductors.

(j) Failure of Lights to Burn

If any lights fail to burn the full period herein provided, then upon request, a deduction will be made from the monthly kWh of such lights provided they are not burning within 72 hours from the time the Company is notified of the outage. The deduction shall be the monthly kWh of the light multiplied by the ratio that the period of such outage bears to the total annual burning time as herein indicated. This deduction shall not apply in case the failure of the lights to burn is due to the act of any public authority or to malicious breakage including motor vehicle accidents, damage due to severe weather, or underground cable failures; provided however, that in the latter case the necessary repairs are made with reasonable dispatch.

(k) Limitation of Service

The Company reserves the right to restrict installations served under this Schedule to areas easily accessible by a service truck.

TARIFF PROVISION

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is a part of this rate.

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