

April 11, 2013

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket 4382 - National Grid's Proposed FY 2014 Electric Infrastructure,
Safety, and Reliability Plan
Responses to Record Requests**

Dear Ms. Massaro:

On behalf of National Grid¹, I have enclosed ten (10) copies of the Company's responses to Commission Record Requests that were issued at the Commission's evidentiary hearing on March 22, 2013 concerning the above-referenced proceeding.

This transmittal completes the Company's responses to Commission Record Requests issued in this proceeding.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,



Thomas R. Teehan

Enclosures

cc: Docket 4382 Service List
Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid (hereinafter referred to as "National Grid" or the "Company").

Record Request 1

Request:

Please provide the Commission with a report highlighting instances of inconsistent application of police detail or what National Grid believes is unnecessary requirements of police detail by any of the municipalities in which tree trimming has been performed in Fiscal Years 2012 and/or 2013.

Response:

The following list has been created based on the information provided in the Company's response to Commission Record Request 2 which contains the documents of thirteen different city or town police detail hourly rates and billing requirements.

Highest Hourly Rates: Of the thirteen municipals reported, the following three municipalities have hourly rates for the officer that are above average - City of East Providence @ \$44.00/hr, Scituate @ \$42.50/hr and Pawtucket @ \$43.00/hr.

Highest Cruiser Rates: Some towns do not currently charge for the cruiser; however, four towns charge \$20 or more per hour in addition to the officer. These include the City of East Providence @ \$20.00/hr, City of Cranston @ \$20.00/hr, East Greenwich @ \$25/hr and South Kingstown @ \$25/hr.

Additional Administrative Fees: Most towns include an administrative fee in their hourly rate. However two towns add the fee in addition to their hourly rate. Coventry adds five percent and East Greenwich adds 20 percent to the total bill as an administrative fee.

Cancellation Period: Most towns allow National Grid to cancel the detail within 1 or 2 hours prior to the scheduled time. However the Providence Police Department requires 12 hours to cancel or a charge of a 4 hour minimum and Coventry requires 24 hours to cancel or a charge of a four hour minimum.

By comparison, the Towns of Cumberland and Burrillville currently allow certified flaggers in place of police details which allows National Grid much more flexibility and reduced costs for similar safety benefits.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4382
In Re: Proposed FY 2014 Electric Infrastructure,
Safety and Reliability Plan
Responses to Record Requests
Issued at Evidentiary Hearing on March 22, 2013

Record Request 2

Request:

Please provide the Commission with a copy of any policies or Ordinances provided to National Grid by or pertaining to any municipality which has imposed police detail requirements on National Grid for tree-trimming activities in Fiscal Years 2012 and/or 2013.

Response:

Attachment RR-2 contains the police detail documents from thirteen municipalities in Rhode Island.

Prepared by or under the supervision of: Craig M. Allen



OFFICE OF THE
CHIEF OF POLICE

City of East Providence

DEPARTMENT OF POLICE
750 WATERMAN AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-1723
TELEPHONE (401) 435-7600



December 8, 2009

To Whom It May Concern:

This letter is to inform your company that effective January 17, 2010, the East Providence Police Department Special Detail rate will increase to \$44.00 an hour due to contractual obligations. The rate for a police cruiser will remain at \$20.00 an hour.

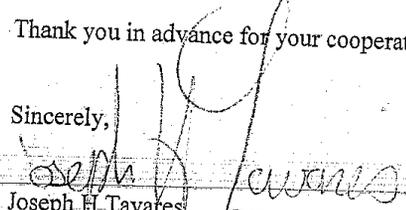
The East Providence Police Department still holds the two hour cancellation policy. This means that if a detail is not cancelled 2 hours or more prior to the start of the detail your company will be billed a minimum 4 hours for \$176.00.

All details are for a minimum of 4 hours for each officer assigned to the special detail. The 4-hour minimum also applies to the use of each police cruiser requested at a detail location. When a detail runs into any portion of the next hour, payment is calculated to the full hour. Plan your detail times accordingly.

As always, payment in full is expected on the date of the detail unless you have made prior arrangements with regard to how payment will be received.

Thank you in advance for your cooperation and understanding.

Sincerely,


Joseph F. Tavares
Chief of Police



COLONEL DAVID M. RANDALL
Chief of Police

Scituate Police Department

116 MAIN STREET
HOPE, RHODE ISLAND 02831



TEL: (401) 821-5900
FAX: (401) 823-7140

CONSTRUCTION DETAIL RATE CHANGES

As of **July 1st, 2009**, due to a new Collective Bargaining Agreement, the following changes are in effect:

- (1.) The **Construction Detail Rate** will increase to **\$37.50** per hour with a minimum of (4) hours, plus the administrative/billing charge of **\$5.00** (**\$42.50** per hour)
- (2.) The **Construction Detail Rate** will increase on **Weekends** to **\$56.25** per hour plus the administrative/billing charge of **\$5.00** (**\$61.25** per hour)
- (3.) **Holiday Rate** will be **\$75.00** per hour plus the administrative cost.
 - New Years Day
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
- (4.) Should a detail be cancelled less than two (2) hours before its scheduled starting time, then an officer shall be paid a minimum of four (4) hours and the \$5.00 hourly administrative cost shall also be charged for said four (4) hours.
- (5.) If scheduled detail does not indicate a stop time beyond (4) hours, then any work performed beyond (4) hours but less than (8) hours shall be compensated at no less than (8) hours. This minimum of eight hours shall not be paid if a vendor specifies the scheduled time to be worked beyond four hours.

Sincerely,


Colonel David M. Randall
Chief of Police

"Positive Results through Professional Service"

JFP:pac 6655/26 JFP\Smithfield\665526Contract7-1-10to6-30-11-Final

**AGREEMENT BETWEEN
THE TOWN OF SMITHFIELD, RHODE ISLAND
AND
SMITHFIELD LODGE NO. 17,
FRATERNAL ORDER OF POLICE
EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011**

compensation in lieu of coverages and the Town may set off that obligation from any funds otherwise due the officer.

ARTICLE XIV
MISCELLANEOUS

Section 1.

One official delegate and one alternate of the F.O.P. will be allowed five (5) working days off, without loss of pay, to attend one National and one State convention of Fraternal Orders of Police. Requests for such leave shall be submitted, in writing, to the Chief of Police at least two (2) weeks in advance of such attendance. Such time off shall not be considered as annual, sick or emergency leave.

Section 2.

Police officers shall wear traffic vests for traffic direction and control, consistent with Smithfield Police Department General Orders and Special Orders established by the Chief of Police.

Section 3.

- (a) Police officers of the Smithfield Police Department assigned to perform special details as identified in Article IV, Section 6 hereof, shall be compensated at the rate of Forty (\$40.00) Dollars per hour with a four (4) hour minimum guarantee. Any detail that lasts at least fifteen (15) minutes after the hour will be billed for a full hour.
- (b) For such special details that occur on the holidays set forth in Article V, Section 2 as well as Christmas Eve and New Year's Eve, the compensation shall be double the amount per hour, as set forth in Section 3 (a) hereof, for the respective rank of police officer involved, each with a four (4) hour minimum guarantee. The holidays shall be considered to commence at 8:00 a.m. on the day of the holiday, up to 8:00 a.m. on the day following each holiday. Christmas Eve shall be considered to commence at 8:00 a.m. on December 24th up to 8:00 a.m. on

December 25th, and New Year's Eve shall be considered to commence at 8:00 a.m. on December 31st up to 8:00 a.m. on January 1st.

- (c) The Chief of Police, or his designee, shall maintain records of all such special details. Regular police officers may sign up for special details by order of seniority for two (2) details per week. Additional details may be signed for but the officer must designate the order of his preference and can be bumped on any detail over two (2) only by another regular police officer.
- All special details will be posted weekly and must be signed up for by 4:00 p.m. on the Saturday preceding the week of details. Bumping can be done up to 4:00 p.m. on the Sunday before the detail week begins; however, a police officer may bump an employee not covered by this agreement up to 24 hours in advance of a detail, provided the police officer personally notifies the bumped employee or an immediate family member at the time the bumping takes place. Details are any special duty paid for by an employer other than the Town. Each request for a detail officer is considered one (1) detail. For details in excess of eight (8) hours, an officer will be paid at time and one-half for each hour over the eight hours.
- (d) Police officers of the Smithfield Police Department engaged upon special details, shall be subject to all rules and regulations of the Smithfield Police Department. Any police officer of the Smithfield Police Department, injured while on assignment for such special details, shall receive the same rights, privileges and benefits to which he may be entitled were he injured while performing his regular police duties as a police officer of the Smithfield Police Department. In addition, the Town shall be responsible for replacing or repairing all damaged or destroyed uniforms and equipment while on these special details.
- (e) For each special detail requiring the presence of more than two (2) police officers, there shall be assigned one (1) sergeant for each three (3) police officers assigned to such detail; and a sergeant and lieutenant shall be assigned for each five (5) police officers assigned to such detail; and a captain shall be assigned for any detail requiring fifteen (15) or more police officers.



Chief of Police
Richard P. Tamburini

Johnston Police Department
Town of Johnston
1651 Atwood Avenue
Johnston, Rhode Island 02919

Telephone - 281-4210
Fax No. 281-9630

Elaine Rebello
c/o National Grid
280 Melrose Street
Providence, RI 02907

The following is the Detail Rates and Policy of the Johnston Police Department.

- Monday thru Saturday detail rate is \$37.55 per hour.
- Sunday detail rate is \$56.33 per hour.
- After 8 hours the officer rate increases to \$50.06 per hour. (Only Mon. thru Sat.)
- There is a four (4) hour minimum, any cancellation must be done no later than one hour before the start of the detail or the company will be charged the four hours.
- The Town of Johnston adds on a \$2.50 per hour administrative fee.
- If a police cruiser is utilized and needed there is a \$15.00 per hour fee.

Any questions I can be contacted at 401-757-3123

Sincerely,

Major Michael A. Colucci
Major Michael A. Colucci
Department Detail Officer
mcolucci@johnstonpd.com

PROVIDENCE POLICE DEPARTMENT POLICE DETAIL AGREEMENT

(1). Request for detail services (description):

(2). Requested Number of officers and hours:

a)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
b)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
c)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
d)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
e)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
f)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
g)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
h)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS
I)	DATE	FROM	TO	NO. OF OFFICERS	TOTAL HOURS

(2). Cont.

- (a). Four (4) hours minimum per officer.
- (b). Any time worked in any part of one-half (1/2) hour from the start of the detail shall be considered one (1) full half (1/2) hour.
- (c). Double time shall be charged for: Thanksgiving Day Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Holy Saturday, Easter Sunday.
- (d). If an arrest is made during a detail and is related to said detail, time for processing said arrest shall be included in the billing for the detail.
- (e). If details are to be requested on a regular basis, write "VARIOUS" where applicable.

(3). **Cancellation:** To avoid billing, cancellation must be received by the Detail Office, at (401)243-6405, twelve (12) business hours prior to commencement of requested detail. The detail office is open from 7:00 AM to 3:00 PM, Monday through Friday (excepting Holidays). If cancellation is not received, a four (4) hour minimum for each of the requested detail officers shall be billed and owed from the company, agency, or individual, which requested the detail.

(4). **Disputes:** To avoid billing with respect to disputes, a phone call must be received by the Detail Office, at (401) 243-6405 or 243-6160, within one (1) business day of the dispute with a written letter sent within seven (7) business days of the dispute outlining same.

(5). **Payment:** Payment shall be made to the City Controller's Office, Providence City Hall, 25 Dorrance Street, Providence, RI 02903, (401) 421-7740, extension 277, within thirty (30) days of invoice date. Payment by company checks, money orders and certified bank checks only. Prepayment is required for all new accounts
Interest at eighteen (18 %) percent per annum shall accrue after thirty (30) days. The cost of collection, if necessary, together with reasonable attorney's fees, shall be the responsibility of the company requesting the detail and failing to make payment when due. Personal checks are not acceptable and cash payments are not permitted.

(6). **Bank Reference:**

Bank Name: _____ Type of Account: _____ Account Number: _____

(7). **Credit Card Reference (attach copy):**

Credit Card Type: _____ Account Number: _____

(8). **Complete Billing Address:**

Company or Agency Name (if applicable): _____

Owner's Name or Individual (if not a company, copy of license): _____
Federal Tax ID # _____

Company Address: _____

Billing Address (if different from above): _____

Contact Person: _____

Phone Number: _____

Fax Number: _____

I, _____, an authorized representative of
_____, hereby request police detail(s) as described
herein and agree to the terms hereof on behalf of _____.

Sign Name

Date

Print Name

Accepted:

Sergeant Michael Martinous, Police Detail Office
Providence Police Department

Date



GEORGE L. KELLEY III
CHIEF OF POLICE

PAWTUCKET POLICE DEPARTMENT
121 Roosevelt Avenue • Pawtucket, RI 02860
Administration Division
Office: (401) 727-9100, Ext. 701 • Fax (401) 727-9126

MAJOR PAUL KING
ADMINISTRATION DIVISION

May 21, 2010

To Whom It May Concern:

As of Thursday, July 1, 2010, the new detail rate for a police officer will be \$43.00 per hour. If three or more officers are needed for a detail, there must be an officer in charge assigned to the detail. The rate for the officer in charge is \$49.00 per hour. If a police vehicle is needed for a detail, there is an additional rate of \$15.00 per hour for the use of the vehicle. A police vehicle is required for all traffic details that start after 6:00 p.m.

In addition to our regular details, we also have a special holiday detail rate of \$58.00 per hour. The special holidays are:

New Year's Eve	New Year's Day
Holy Saturday	Easter Sunday
Fourth of July	Thanksgiving
Christmas Eve	Christmas Day

Holiday rates for Christmas Eve and New Year's Eve shall take effect at 6:00 p.m. on December 24th and 31st, respectively. This holiday rate shall be in effect only for the above listed police holidays.

If you have any further questions concerning these rates or any other concerns related to details, please feel free to contact me at (401) 727-9100 Ext-701 or my secretary, Joyce Rabbitt at Ext-777.

Thank you in advance for your understanding in this matter.

Sincerely,

Paul King
Major Paul King
Detail Officer

Cc: George L. Kelley, III, Chief of Police
Mickey Rado, Accountant II
file

PK/jr

ALLAN W. FUNG
MAYOR



COLONEL MARCO PALOMBO
CHIEF OF POLICE

DEPARTMENT OF POLICE
5 GARFFIELD AVENUE
CRANSTON, RI 02920
Phone 401-942-2211 TDD 401-943-1410
Fax 401-477-5187

Hourly Detail Rate: \$40.51

Overtime Rate: \$59.52

Holiday Rate: \$78.27*

Hourly Cruiser Rate: \$20.00

These rates include a **processing/administration fee** of \$2.50 per hour, plus a charge of approx. \$.50 per hour for the FICA tax; FICA tax on overtime/holiday hours is approx. \$.75 per hour.

*The **Holiday Rate** applies on the following holidays only: **New Year's Eve (after 6:00 p.m.), New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (after 6:00 p.m.) and Christmas Day.**

There is a **4-hour minimum** for the detail officer; there is no minimum number of hours for use of the cruiser.

If it is necessary to **cancel** an ordered detail, the request must be made **at least** one (1) hour prior to the start of the detail – otherwise the officer is paid for four (4) hours and you will be billed for the same.

The **overtime rate** is paid after completion of 8 hours. In an instance where a detail may run over 8 hours but less than 9, the officer is paid a full hour at the overtime rate.

Billing is by mail, usually on a bi-weekly basis, approximately 1-2 weeks following.

For your information, I work Monday through Friday, 7:00 a.m. to 3:00 p.m.; however, you are not restricted to those hours when ordering or canceling a detail. If you call after office hours, or on the weekend, you may call directly to 477-5029 and the Officer in Charge will be glad to help you.

My direct number is 401-477-5008. Please let me know if you need anything further.

Janine Charost, Detail Clerk

Allan W. Fung
Mayor



Colonel Marco Palombo
Chief of Police

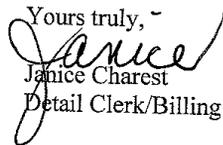
Elaine Rebello
c/o National Grid
280 Melrose Street
Providence, RI 02907-2152

April 4, 2011

Dear Elaine,

I have enclosed the information you requested regarding detail rates, policies and minimums for the City of Cranston.

I believe I have covered all of your concerns; if, however, you need additional information, please feel free to contact me at 401-477-5008 or by email at jcharest@cranstonri.org.

Yours truly,

Janice Charest
Detail Clerk/Billing Clerk

Enclosure



Hopkinton Police Department

406 Woodville Road
Hopkinton, RI 02833

John S. Scuncio,
Chief of Police

401.377.7750
FAX: 401.377.7755

DETAIL PAYMENT AUTHORIZATION FORM

The hourly rate for Hopkinton Police Department detail officers is \$30.00. Work in excess of eight (8) consecutive hours shall be paid at the rate of \$45.00 per hour. There is a four (4) hour minimum. Part of an hour exceeding ten (10) minutes is considered a full hour's work and compensation shall be for a full hour. Details performed on the following contractually recognized holidays; New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, V J Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and day and Martin Luther King Day shall be compensated at the rate of \$45.00 per hour.

Hopkinton Police cruisers will be provided for all details unless otherwise agreed to in advance by the Chief of Police. Compensation in the amount of \$15.00 per hour shall be made to the Hopkinton Police Department.

All payments shall be made to the Hopkinton Police Department. This form MUST be signed by the OFFICER and JOB SUPERVISOR and include ALL the required information.

OFFICER: _____ SOCIAL SECURITY # _____
DATE OF DETAIL: _____ DAY: _____
START TIME: _____ END TIME: _____ TOTAL HOURS: _____
CRUISER: YES NO CRUISER PLATE # _____
DETAIL LOCATION: _____ PROJECT #: _____
OFFICER'S SIGNATURE: _____
COMPANY NAME: _____
COMPANY ADDRESS: _____
BILLING ADDRESS: _____
JOB SUPERVISOR'S NAME AND TITLE: _____
JOB SUPERVISOR'S SIGNATURE: _____

Hopkinton, Mass RI
Police DEPART

Section 5 - Town Special Details and Private Duty Details: Members of the

bargaining unit shall have preference based on the detail list to fill Town special details and private duty details. The term "Town special detail" shall mean all details that do not fall under routine police duties and for which compensation is made by a department of the Town other than the police department. The term "private duty detail" shall mean those details where the source of the compensation comes from sources other than the Town of Hopkinton such as private individuals, and businesses.

The Chief of Police, or his designee, shall maintain a file on each detail, the Town shall not be liable for any claim or grievance involving missed details .

Any member of the bargaining unit performing Town special detail shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1 1/2) per hour.

Any member of the bargaining unit performing Private duty detail shall be paid a minimum of four (4) hours' pay at the rate of thirty (\$30.00) dollars per hour, provided that work in excess of eight (8) consecutive hours by an officer shall be paid at the rate of forty-five (\$45.00) dollars per hour.

Any member performing a private duty detail on a holiday recognized in this agreement shall be compensated at the rate of forty-five and no one hundredths (\$45.00) dollars per hour.

1. The Chief of Police, or his or her designee, shall maintain a file on each detail.
2. Any employee shall have the right to withdraw his or her name from the detail list at any time, but the employee's name shall not be deleted from the list without his or her consent, unless for cause.

3. All payments shall be at the conclusion of a private duty detail and paid directly to the Town by the person, firm or corporation for whom the Town is performing the extra job or detail, and the money paid is considered by the Town and employees as having been paid by said employer for whom the employee is performing the service and not by the Town. After four (4) hours, a part of an hour exceeding ten (10) minutes is considered a full hour's work and compensation shall be for a full hour's work.

4. Where payment is made by the Town of Hopkinton, the Town shall withhold taxes and make payment to officers on the payday for the pay period in which the services were rendered.

5. For all details within the Town of Hopkinton, the Department shall provide a patrol car for the officer's use. Any compensation for the vehicle will be to the sole benefit of the Town.

The Town of Hopkinton agrees not to reduce the number of staffing positions as required by the table of organization of the Hopkinton Police Department which will include: one (1) Chief, One (1) lieutenant, two (2) Sergeants and nine (9) Patrolman/Patrolwomen. Any mention of additional positions (detective, community, juvenile, court officer, commercial enforcement officer, etc.), within this collective bargaining agreement are solely for the purpose of assigning duties to specific patrol officers and are not intended to imply any additional staffing positions to this staffing list. In the event of a curtailment resulting in layoff, the parties agree that no full time member(s) of the Hopkinton Police Department as of July 1, 1999 will be laid off. A police officer curtailed shall be called back to work, if an opening exists, before a new police officer is hired. A curtailed police officer shall maintain the right to recall for a period of one (1) years from the date of curtailment, and if recalled within the two (2) year period and refuses the job offer, he or she shall not be eligible for any further job opening on the basis of being a curtailed member of the

TIVERTON POLICE DEPARTMENT
 PREPARED BY TIME
 5/6/2011
TOWN OF TIVERTON, RHODE ISLAND

Thomas Blakey
 Chief of Police

DATE: MAY 6, 2011

TO: NATIONALGRID

FROM: TIVERTON POLICE DEPT.

No. of Hours	*REGULAR DETAIL	*HOLIDAY DETAIL	*NON-PROFIT DETAIL	TOWN DETAIL
HOURLY RATES	<u>41.25./HR</u>	<u>61.50./HR</u>	<u>32.30/HR</u>	<u>30.00/HR</u>
2.00	82.50	123.00	64.60	60.00
4.00	165.00	246.00	129.20	120.00
5.00	206.25	307.50	161.50	150.00
6.00	247.50	369.00	193.80	180.00
7.00	288.75	430.50	226.10	210.00
8.00	330.00	492.00	258.40	240.00
OVER 8 HOURS PAID AT HOLIDAY RATE				
9.00	391.50	584.25		
10.00	453.00	676.50		
11.00	514.50	768.75		

PLEASE NOTE:

* HOURLY RATE INCLUDES FICA CONTRIBUTION OF 7.65%
 AND AN ADMINISTRATIVE FEE TO THE TOWN.

FOR DETAILS REQUIRING 3 OR MORE OFFICERS THERE WILL BE
 AN OFFICER IN CHARGE. THE RATE FOR THE OFFICER IN CHARGE
 IS AN ADDITIONAL \$3.75/HR TO THE ABOVE RATE

CRUISER DETAIL - \$100.00 PER DAY

4 HOURS PER DIEM MINIMUM. 2 HOUR SHOW UP PAY.

Chief Thomas Blakey
 TIVERTON POLICE CHIEF
 THOMAS BLAKEY

* (b) 4 hour per diem minimum. Show-up pay: 2 hour minimum, unless 2 hour cancellation notice given. Details exceeding 8 hours shall be paid at time and one half the overtime rate of pay.

(c) Work performed on Sundays, Holidays, and including Christmas Eve and New Years Eve shall be paid at the rate of time and one half the detail rate of pay set forth in sub-section (a) above.

(d) Exempt clause: Details performed for the Town of Tiverton, Tiverton School Department, or organizations which are not for profit or support similar goals/purposes: Shall be paid at the fixed rate of ~~\$28.00~~ \$30.00 per hour effective on the date of ratification of this Agreement regardless of the day on which the detail is worked and regardless of the number of hours worked during the detail.

* (e) Details requiring 3 or more officers shall have an officer in charge. In the absence of rank, the most senior officer will be in charge. The officer in charge shall receive ~~(~~3.75~~)~~ 3.75 more per hour.

(j) The President of I.B.P.O. Local #406 and his/her designee shall be in charge of scheduling details. All details to be scheduled for a week or longer, shall be billed an administrative fee of two (2) additional hours in the same manner as outlined in (a) of the above section, said hours to be paid to the detail officer in charge.



Bryan J. Volpe
Chief of Police

1075 Main Street • Coventry, Rhode Island 02816-1690
Telephone: (401) 822-9191 Fax: (401) 823-0697
www.coventrypd.org

January 28, 2011

To whom it may concern:

Enclosed please find a Special Detail Contract that includes changes that were passed per resolution on January 24, 2011 by the Coventry Town Council. Changes include the rates of pay per hour, over time and double time, car rental and change of the RI Independence Day to Police Memorial Day.

Would you please review the contract, sign and return it to the listed address or fax it to 401-823-0697. This will acknowledge receipt of the new rates. If you have any questions please contact Therese Stafford or Terri Ryan 1-401-822-9190.

The new contract takes effect on January 30, 2011.

Thank you for your prompt consideration to this matter.

Chief Bryan J. Volpe

Bryan J. Volpe
Chief of Police

COVENTRY POLICE DEPARTMENT – DETAIL CONTRACT

NATURE OF ASSIGNMENT: _____

LOCATION OF ASSIGNMENT: _____

ALCOHOLIC BEVERAGES SERVED: YES _____ NO _____

DATE OF ASSIGNMENT: _____ TIME: _____ TO _____

COMPANY OR ORGANIZATION: _____

OWNER OR AGENT: _____

NUMBER OF OFFICERS REQUIRED: _____ TOTAL MAN HOURS: _____ CAR NEEDED: _____

OWNER OR AGENT AUTHORIZED TO CONTRACT FOR DETAILS AGREES AND AFFIRMS THAT ALL FEES AND COSTS TO THIS CONTRACT ARE DUE AND PAYABLE WITHIN FOURTEEN (14) DAYS FROM ASSIGNMENT. THE OFFICER WHO IS ASSIGNED THE ABOVE DETAIL WILL PRESENT TO YOU A PAY VOUCHER. AN INVOICE WILL BE FORWARDED TO YOU. THE RATE PER HOUR IS \$40.91 WITH A MINIMUM OF 4 HOURS. VEHICLES ARE CHARGED AT \$18 PER HOUR. A 5% ADMINISTRATIVE SERVICE CHARGE WILL BE ADDED TO THE TOTAL OF ALL DETAILS.

SATURDAY AND SUNDAY ROAD CONSTRUCTION AND TRAFFIC CONTROL DETAILS WILL BE PAID AT A RATE OF TIME AND ONE HALF.

THE FOLLOWING DAYS WILL BE PAID AT A DOUBLE TIME RATE:

New Year's Day	Columbus Day	Washington's Birthday	Victory Day
Christmas Day	Thanksgiving Day	Day after Thanksgiving	Labor Day
Independence Day	Memorial Day	Martin Luther King Day	Veteran's Day
Police Memorial Day			

Any detail worked after Noon (1200 hrs) on the following days will also be paid at the rate of double time. Good Friday, Day before Thanksgiving, Christmas Eve, New Year's Eve.

CANCELLATIONS MUST BE RECEIVED TWENTY-FOUR (24) HOURS PRIOR TO THE ASSIGNMENT DATE OR ALL FEES WILL BE DUE AND PAYABLE AS STATED ABOVE.

CHECKS WILL BE MADE PAYABLE TO:
TOWN OF COVENTRY SPECIAL DETAIL FUND
ADMINISTRATIVE SERVICES
1075 MAIN STREET
COVENTRY, RI 02816

EXECUTED BY: _____ PHONE: _____

BILL TO ADDRESS: _____

DATE OF EXECUTION: _____

WITNESSED BY: _____

revised 1/30/11

**Warwick Police Department
Special Detail Office
99 Veterans Memorial Drive
Warwick, RI 02886
(401) 468-4215**

April 12, 2011

Elaine Rebello
c/o National Grid
280 Melrose St.
Providence, RI 02907

Dear Ms. Rebello,

Thank you for your letter of April 1, 2011. Enclosed please find a copy of the pertinent sections of the Collective Bargaining Agreement as it applies to Special Details. I have also enclosed an updated Form W-9 for your convenience.

Please feel free to call me if you have any questions.

Sincerely,



Jonathan R. Wheeler
Detail Office

B) Seniority lists of various positions of the Department shall be posted periodically by the Department.

In the event it becomes necessary for the City to lay off members of the bargaining unit those members with the least amount of seniority shall be laid off first. For the purpose of computing seniority for the subsection, it shall be based solely upon the length of employment as a police officer without regard to the member's rank, position or the fact that the member has received a salary, or any part thereof under any federal or state program. Prior service with the City in some other department shall not be considered in determining the member's seniority within the Police Department.

The provisions of Section 1 (A), (B) and (C) shall not have any retroactive effect.. Any member of the Department assigned to the Uniform Division will have the right to select his/her beat(s) based on his/her seniority. For the purpose of beat selection, beats shall be understood to include any normal beat assignments or spare assignments that will be filled by an officer. No officer may select the same beat more than two (2) consecutive times. For the purpose of this section, the Post of Dispatcher will not be considered a beat assignment. In the event of a transfer to another platoon between the time of beat selection, the Administration of the Department will assign the transferred officer(s) to a vacant beat. The bidding process will occur every six (6) to twelve (12) months, as determined by the Administration of the Department; provided that the Chief shall be allowed discretion as to trial periods and whether to follow seniority, upon written advice as to why seniority is not being followed.

If the Chief does not follow seniority, he/she shall submit his/her written reason or reasons for the disqualification to the officer in question which action shall be reviewable through the grievance procedure.

All Bids shall be published and/or posted for two (2) days. Personnel interested in a vacant position will submit in writing their application for said vacant position to the Chief in four (4) days from the last day the bid was published or posted.

A special notice will be sent to members on sick leave and/or on vacation at the time the bid was published or posted.

SPECIAL DETAILS

II. SECTION 2.

A) During the term of this Agreement the following Special Detail rates of pay shall be in effect:

- Basic Civic Detail Rate of Pay:

Members working a "Basic Civic Detail" shall be paid the hourly base rate of pay of a Patrol Officer First Class.

- Traffic Control Civic Detail Rate of Pay:

Members working a "Traffic Control Civic Detail" shall be paid the hourly base rate of pay of a Detective.

• Non-Civic Detail Rate of Pay:

Members working a Non-Civic Detail shall be paid a rate equivalent to twenty (20%) percent above the hourly base rate of pay of a Detective (i.e. twenty (20%) percent above the Traffic Control Civic Detail Rate of Pay).

Hourly rates of pay shall be calculated by dividing the applicable weekly rates of pay set forth in Section 8, Subsection (A) herein by thirty-seven and one half (37½).

Civic Details (i.e. both Basic Civic Details and Traffic Control Civic Details) are defined as those Details which are administered primarily by an agency of the City of Warwick, and shall not include Details administered primarily by the Federal Government, the State of Rhode Island, any entity providing public or private utilities, or any other entity.

Traffic Control Civic Details are defined as any Civic Details assigned for purposes of providing traffic control (i.e. any road construction Civic Details).

All other Details shall be classified as Non-Civic Details.

There shall be a minimum of four (4) hours for all special details. All special details with a duration in excess of eight (8) hours shall be compensated at the rate of one and one-half times the detail rate set forth above for that period over the eight (8) hour period. Any and all details requiring four (4) or more men/women shall be required to have a Superior Officer in charge. Said Superior Officer shall be compensated an additional two dollars (\$2.00) per hour. Community Service Officers shall not act as the superior officer in charge and may not receive said additional compensation.

Duty Assignments on Election Days

Members of the Department assigned duty on election days shall be paid an hourly compensation rate based upon the salary of the individual Officer involved, or their special detail rate, whichever is greater. There shall be no overtime compensation for such assignments on election days.

- B) Members as defined above serving on special details on any holiday as defined in Section 4, *infra*, shall be compensated at the rate of one and one-half times the regular rate with a minimum of four (4) hours.
- C) Payments for special details will be made to an Officer no later than one month from the date the work was performed.
- D) Details shall be accepted on a voluntary basis by members of the Department.
- E) The City shall guarantee the payment of four (4) hours detail pay to any Officer dispatched to an indoor detail charged to a City agency or affiliate, which is cancelled without at least one (1) hour notice.
- F) All probationary and permanent members of the Department will have preference over all Retired Officers, Special Officers, Community Service Officers or Constables for special detail assignments. Moreover, all Retired Officers will have preference

over all Special Officers, Community Service Officers or Constables for special detail assignments

- G) All details worked for the City which are over four (4) hours in duration must include a minimum of one-half hour meal break.
- H) Any individual or organization hiring special detail Officers for non-civic special details shall guarantee the payment of four (4) hours detail pay to any Officer hired for that detail if the detail is cancelled without at least one (1) hour notice.
- I) Any person working a special detail in conjunction with this section that is not a member of the bargaining unit shall pay his/her service fee to the Lodge, for every special detail worked. This fee shall be the equivalent of one-half (½) of a Patrolman's/Patrolwoman's First Class hourly rate. The City shall deduct said service fee and shall pay, once a month, said service fee so deducted to the Lodge. Retired members of the Department shall be exempt from this section.
- J) Any Officer(s) assigned to a Special Detail, except otherwise herein provided, must receive compensation for said assignment. At the discretion of said officer(s) he/she may return said compensation to the non-profit organization that he/she worked for.
- K) Any member of the Warwick Police Department may volunteer to participate in either the Honor or Color Guard, that represents that Department.
- L) In accordance with an agreement reached between the City and the Lodge, the following details may be worked, on a voluntary basis, by the Department Community Service Officers as long as said detail is being conducted by, or for the benefit of, a non-profit organization as defined under state law:
 - 1. Church traffic on Sunday
 - 2. Walk-a-thons
 - 3. Parades
 - 4. Dog clinics
 - 5. Assignment at Senior Citizens Homes on Halloween Night (October 31)
 - 6. Inaugural Ball
 - 7. The Chief may call back Community Service Officers of the Department in an emergency type situation. Community Service Officers shall not be permitted to carry weapons, but may be called back to:
 - a) Perform functions not normally performed by a sworn police officer without limitation or restriction and to the extent deemed necessary by the Chief; and
 - b) As part of the Chief's emergency response plan Community Service Officers may be used when, in the Chief's opinion, it is necessary to utilize Community Service Officers in order to maintain two officers per car without calling in the off-duty platoon; provided, however,



Vincent Vespia, Jr.
Chief of Police

South Kingstown Police Department

1790 KINGSTOWN ROAD
WAKEFIELD, RHODE ISLAND 02879

(401) 783-3321
FAX: (401) 783-8139

April 8, 2011

Elaine Rebello
c/o National Grid
280 Melrose St.
Providence, RI 02917

Mrs. Rebello,

Included is a copy of our contract, with the highlighted portion being what the detail rate is for any Traffic Control (TC). As you can see, the rate is scheduled to increase by \$1.00 on January 1, 2012 until the end of our contract in June of 2012.

The hourly rate for a police vehicle is \$25.00 and has been for quite some time and currently is not scheduled to increase.

The minimum pay for an officer is four hours.

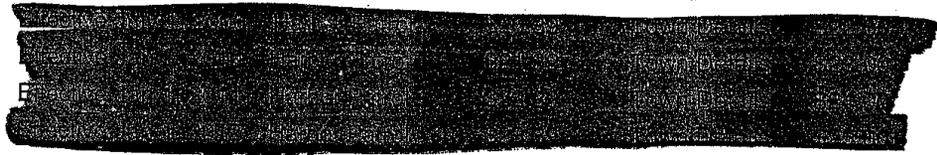
Please let me know if I can be of further assistance.

Sincerely,

Sgt. Patricia Gardner

**IBPO Local 489 and the Town of South Kingstown
 Collective Bargaining Agreement
 Contract Years FY 2009-2010 – 2011-2012**

- All non-municipal outside details shall be billed and paid based on the following hourly rates:



Labor Group	Work Detail	7/1/2009 to 12/31/2009	1/1/2010 to 12/31/2010	1/1/2011 to 12/31/2011	1/1/2012 to 6/30/2012
IBPO	State Rd/TC/ Liquor	\$34/\$31.58	\$35/\$32.53	\$36/\$33.46	\$37/\$34.39
Non-union	State Rd/TC/ Liquor	\$34/\$29.80	\$35/\$30.62	\$36/\$31.50	\$37/\$32.38

The University will determine hourly rates for University of Rhode Island details. However, at no time will the rate of pay for members of the South Kingstown Police Department be lower than the rate of pay for the highest paid department working that particular detail. The rate paid by the University will serve as the billed rate.

ARTICLE XVII

SECTION 1. CARS

- A. Members covered by this Agreement shall not be required to wash, clean, vacuum or sweep any patrol car or other vehicle used by the Department.
- B. The Town shall make all reasonable efforts to replace marked patrol vehicles at the time they have traveled ninety thousand (90,000) miles.

Record Request 3

Request:

Please estimate the date when Hurricane Sandy storm costs will be available. Please provide a generic timeline of the availability of storm-related costs. You may provide different scenarios based on the nature or duration of the storm.

Response:

Hurricane Sandy

The Company's best estimate of the total incremental costs associated with Hurricane Sandy storm restoration after the Company's deductible is approximately \$21.5 million. This estimate is within the range of estimates used by the Company in the development of the rate allowance that was established in the Company's recently approved Amended Settlement Agreement in base rate case Docket No. 4323. The level of storm recovery established in that proceeding was set to recover the estimated deficit in the Company's Storm Fund, including incremental costs related to Hurricane Sandy restoration efforts, over an approximate six-year period, assuming no additional storm activity during that period.

Effective February 1, 2013, on an annual basis, the Company began recovering in rates and crediting the Storm Fund, \$4.8 million. The amount credited to the Storm Fund will increase effective January 1, 2014 by \$2.5 million annually upon completion of the 10-year recovery of the costs of a 2003 early retirement program, without any customer rate adjustment. Consequently, beginning January 1, 2014, the total amount being credited to the Storm Fund will be \$7.3 million annually.

The Company considers storm costs final when costs have been reviewed and any final accounting entries have been recorded. For Hurricane Sandy, which occurred on October 29, 2012, and the events that occurred subsequent to that storm, invoices for restoration support remain outstanding. Once all invoices have been received and paid, the Company will undertake a comprehensive review of costs to ensure that they have been properly recorded consistent with the provisions of the Company's Storm Fund. Once completed, the Company will file with the Commission the final accounting of Hurricane Sandy and other qualifying storm events.

Record Request 3, page 2

Storms Prior to Hurricane Sandy

Prior to Hurricane Sandy, there had been several other storms that qualified for recovery through the Storm Fund, for which final costing has yet to be submitted to the Commission for review and approval, most notably Tropical Storm Irene, which occurred on August 28, 2011. The aggregate estimated cost for these storms after the Company's deductible is approximately \$36.2 million. The costs of these storms also were factored in when the Storm Fund allowance was adopted in the last rate case.

Storms After Hurricane Sandy

There were, however, storm events that occurred after Hurricane Sandy, the costs of which have not yet been factored into the Storm Fund allowance, the most significant of which was the two day winter Nor'easter, Nemo, which occurred on February 8 and 9, 2013. The estimated cost qualifying for the Storm Fund for Nemo is approximately \$51.3 million. The other post-Hurricane Sandy storms identified to date that qualify for recovery through the Storm Fund occurred on November 7, 2012, February 23, 2013, and March 7, 2013, the aggregate estimated cost of which is approximately \$57.7 million, including Nemo and after the Company's deductible.

Final Accounting For All Storms

A listing of outstanding storms identified to date that qualify for recovery through the Storm Fund and the estimated costs of each storm are provided as Attachment RR-3.

The Company anticipates providing the final accounting for all storms through the October 29, 2011 storm event by the end of spring for Commission review and approval. For storms that occurred subsequent to that storm event, it is unknown at this time when final accounting will be available, as invoices for restoration support remain outstanding and final accounting has not yet taken place. As previously noted for Hurricane Sandy, once all storm restoration-related invoices have been received and paid, the Company will undertake a comprehensive review of costs to ensure that they have been properly recorded consistent with the provisions of the Company's Storm Fund. Once completed, the Company will file with the Commission the final accounting of its qualifying storm restoration costs.

Record Request 3, page 3

Aggregate Impact of All Storms

On April 1, 2013, the Company filed its Annual Storm Fund Report for 2012 as required in the Storm Contingency Fund Docket No. 2509. Attachment 2 to that report reflected a Storm Fund balance deficit at October 31, 2012 of just over \$10 million. That balance reflects storm restoration costs through July 18, 2012 storm event and does not reflect costs for Hurricane Sandy or any subsequent storms. Simply adding the estimated amounts of all incremental storm restoration costs incurred for Hurricane Sandy and all subsequent storms as shown on Attachment RR-3 to the \$10 million balance deficit from the Annual Storm Fund Report filed on April 1, 2013, the Storm Fund Balance deficit is estimated to total \$89.3 million, excluding interest.

Given the substantial amount of the deficit, the Company will need to address the issue of supplementing the Storm Fund. For certain, there will be more storms in the future. With customer expectations high and patience with outage lengths extremely low, the costs of preparation and actual restoration can be quite significant and it is not in the customers' interest to build up substantial deficits.

Prepared by or under the supervision of: William R. Richer

**The Narragansett Electric Company
d/b/a National Grid
Total Incremental Storm Fund Costs**

Storm Event	Approximate Total Incremental O&M Costs	Deductible	Net Incremental O&M Costs
03/31/2010 (Flood)	\$ 2,200,000	\$ (375,000)	\$ 1,825,000
09/03/2010	1,000,000	(375,000)	625,000
08/28/2011 (Tropical Storm Irene)	32,200,000	(375,000)	31,825,000
10/29/2011 (October Snowstorm)	1,100,000	(375,000)	725,000
01/12/2012	900,000	(375,000)	525,000
07/18/2012	1,000,000	(375,000)	625,000
Total Pre-Hurricane Sandy Costs	38,400,000	(2,250,000)	36,150,000
10/29/2012 (Hurricane Sandy)	21,900,000	(375,000)	21,525,000
11/07/2012	1,600,000	(375,000)	1,225,000
02/06/2013 (Winter Nor'easter Nemo)	-	(375,000)	51,325,000
02/23/2013	1,600,000	(375,000)	1,225,000
03/07/2013	4,300,000	(375,000)	3,925,000
Total Post-Hurricane Sandy Costs	59,200,000	(1,500,000)	57,700,000
Total All Storms	\$ 119,500,000	\$ (4,125,000)	\$ 115,375,000

Record Request 4

Request:

Please provide any analysis National Grid may have or which it may have performed regarding whether recent load reductions discussed by Ms. Ribot at the hearing have been the result of energy-efficiency measures, other factors, or both.

Response:

As discussed in more detail below, the key contributors to the lower deliveries forecasted in the Fiscal Year (“FY”) 2014 Electric Infrastructure, Safety and Reliability (“ISR”) filing versus the previous FY 2013 Electric ISR filing were higher Energy Efficiency (“EE”) gains and lower growth rates for key economic indicators.

In the FY2014 Electric ISR filing, the Company reported forecasted kWh deliveries for the 12 months ending March 31, 2014 totaling 7,647,107,645. By comparison, in the FY2013 ISR, the Company reported forecasted kWh for the 12 months ending March 31, 2013 totaling 7,844,725,884. This represents a year-over-year forecasted load decrease of 197,618 MWh or 2.5%.

Additionally, in the FY 2014 Electric ISR filing, the Company forecasted an Energy Efficiency (“EE”) reduction of 251,466 MWh. The forecasted EE reduction in the FY2013 Electric ISR filing was 58,638 MWh. The difference between these two values is a reduction of 192,828 MWh.

Thus, based on this information, EE measures represent the major contributor to the current forecasted load reduction. In addition, updated changes in forecast of underlying economic indicators including the annual growth rates for households, real personal income, gross domestic product and employment also have contributed to the reduction. As shown on the chart below, the average growth for the current forecast for FY2014 is less than that which was used in the previous forecast. (The Company has used the two-year average for the FY2014 forecast because both the 2013 and 2014 lower economic indicators contribute to the lower forecast value).

Record Request 4, page 2

Annual Growth Rates

Forecast (filed Dec. '11)

	<u>Households</u>	<u>Income</u>	<u>GDP</u>	<u>Employment</u>
FY2013	0.5%	2.6%	2.7%	0.6%

Forecast (filed Dec. '12)

	<u>Households</u>	<u>Income</u>	<u>GDP</u>	<u>Employment</u>
FY2014 (FY2013 & FY2014 two-year average)	-0.2%	0.7%	2.5%	0.2%

** source: Moody's economy.com, Rhode Island*

Prepared by or under the supervision of: Joseph F. Gredder

Record Request 7

Request:

Please provide a chart similar to that in National Grid’s Response to DIV-2-27, which substitutes cycle pruning for EHTM.

Response:

The revised chart is shown below. Cycle pruning is performed by National Grid to provide service reliability, public and worker safety, and cost efficiencies for the Company’s line crews and line inspectors.

Cycle Prune Benefits Compared to Statewide Performance

	Average Annual CI Pre- Project	Average Annual CI - Post- Project	% Improvement
FY08 (3 years of data post project)			
Cycle Prune	47,466	47,030	1%
All RI	103,442	87,826	15%
FY09 (3 years of data post-project)			
Cycle Prune	50,362	48,013	5%
All RI	117,673	94,133	20%
FY10 (2 years of data post-project)			
Cycle Prune	58,009	50,903	12%
All RI	99,345	98,133	1%
FY11 (1 year of data post-project)			
Cycle Prune	42,680	26,171	39%
All RI	93,243	99,143	-6%