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October 22, 2018

Via Electronic Mail and Hand Delivery

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

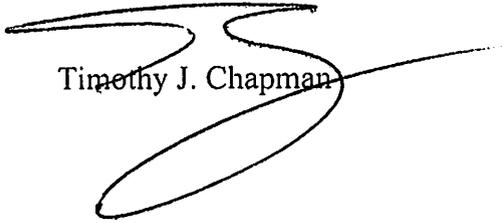
RE: City of Pawtucket v. Narragansett Electric Co. dba National Grid

Dear Ms. Massaro:

Enclosed for filing in the above-entitled matter are four (4) copies of the Complaint of the City of Pawtucket versus National Grid pursuant to Rhode Island General Laws §39-30-3

Thank you for your attention to this matter.

Very truly yours,


Timothy J. Chapman

TJC: st
Enclosures

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

The City of Pawtucket

V.

National Grid

DOCKET NO.:

COMPLAINT

I. PARTIES

- 1) Plaintiff, the City of Pawtucket, ("City") is a city receiving street lighting service from an electric distribution company pursuant to an electric rate tariff providing for the use by such municipality of lighting equipment owned by the electric distribution company pursuant to Rhode Island General Laws §39-30-3.
- 2) Defendant, Narragansett Electric Co d/b/a National Grid is an electric distribution company pursuant to R.I. Gen. Laws §39-30-3.

II. Jurisdiction

- 3) The Rhode Island Division of Public Utilities and Carriers has jurisdiction over this matter pursuant to R.I. Gen. Laws §39-30-3(e).

III. Facts

- 4) R.I. Gen Laws § 39-30-4 states:

The provisions of this chapter shall be liberally construed to give effect to the purposes thereof.

- 5) R.I. Gen Laws § 39-30-1 states in pertinent part:

(b) Now, therefore, the purpose of this chapter is to **reduce municipal street lighting costs** and improve service to citizens by:

(1) Improving public safety with street lights that provide better illumination;

(2) Reducing maintenance costs by allowing municipalities to own the street and area lighting within their borders and to enter into regional maintenance service contracts;

(3) Reducing whole-system cost through municipal ownership and regional management and by eliminating the current "facilities charge;"

(4) Providing innovative and proven technologies for more efficient lighting; and

(5) Providing more responsive service for lighting repairs.

(emphasis added)

- 6) On January 28, 2016, the City requested to purchase public street and area lighting in accordance with R.I. Gen. Laws §39-30-3. (See Exhibit A attached hereto).

Claim 1

Timeliness Violations of the Municipal Streetlight Investment Act

- 7) National Grid failed to provide the City with a cost estimate of the purchase within 60 days of said request in accordance with R.I. Gen. Laws §39-30-3(b), and as such National Grid violated the timeliness requirements of R.I. Gen. Laws §39-30-3(a) as of March, 28, 2016.
- 8) On or about August 9th, 2016, National Grid provided the City with a cost estimate of approximately \$90,000 under R.I. Gen. Laws §39-30-3(b). (See Exhibit B attached hereto).
- 9) On or about September 28, 2016, the City agreed to said cost estimate through a signed Agreement of Sale and further asked National Grid to inform the City the manner in which National Grid would accept payment.(See Exhibit C attached hereto)
- 10) As of this date National Grid has refused to respond to the City's purchase request or signed Agreement of Sale and has refused to accept payment. As such National Grid has violated R.I. Gen. Laws §39-30-1 *et seq.*

- 11) The provisions of R.I. Gen. Laws §39-30-1 *et seq* are to be liberally construed to reduce municipal street lighting costs by allowing the City to purchase the street lights and eliminating the “facilities charge”.
- 12) Upon information and belief, the current facilities charge is approximately \$50,000 per month.
- 13) As a direct result of National Grid’s purposeful violations of R.I. Gen. Laws §39-30-1 *et seq*, National Grid has been unjustly enriched at the expense at a rate of \$50,000 per month since March 28, 2016.
- 14) National Grid has knowingly, willfully, and purposefully refused to acknowledge or otherwise respond to the City’s requests pursuant to R.I. Gen. Laws §39-30-1 *et seq*.

Claim 2:

Tariff S-05 Violates the Municipal Streetlight Investment Act

- 15) R.I. Gen. Laws §39-30-3(a)(1) requires that the S-05 Tariff use existing rates for current lighting equipment:

...The new tariff shall use existing usage calculation methods and existing rates for any currently existing lighting equipment, only setting reasonable new rates for newly adopted lighting equipment...

(emphasis added)

- 16) Tariff S-05 uses a new rate of approximately 4.842 cents per kWh instead of the existing 2.188 cents per kWh for all lighting equipment purchased by the municipality instead of only new equipment as required by law.
- 17) The Tariff imposes an illegal rate hike on municipalities that purchase the street lights but do not convert to new lighting equipment.

Claim 3:

The Agreement of Sale and Attachment Agreement

Violate the Municipal Streetlights Investment Act

- 18) The Agreement of Sale, which controls the purchase of the lighting equipment, was drafted by National Grid.
- 19) The Attachment Agreement, which controls how the lighting equipment connects to other infrastructure and any and all changes to the lighting equipment, was drafted by National Grid.
- 20) National Grid is attempting to force the City to sign the Agreement of Sale and agree to the Attachment Agreement prior to otherwise conforming to the Municipal Streetlight Investment Act.
- 21) R.I. Gen. Laws §39-30-3(b)(1) states in pertinent part:

Upon such payment, the municipality **shall** have the right to use, alter, remove, or replace such acquired lighting equipment **in any way the municipality deems appropriate**.

(emphasis added)

- 22) Provisions of the Agreement of Sale and Attachment Agreement and limit the use of the lighting equipment strictly for lighting purposes.
- 23) Provisions of the Agreement of Sale and Attachment Agreement limit what lighting equipment the City may install.
- 24) R.I. Gen. Laws §39-30-3(a)(1) requires National Grid to provide municipalities the space to mount the lighting equipment on the poles:
- ... and further providing for the use by such municipality of the space on any pole, lamp post, or other mounting surface previously used by the electric distribution company for the mounting of the lighting equipment...
- 25) The Agreement of Sale and Attachment Agreement maintain that the license granted to municipalities allowing them to mount to poles is revocable without cause in National Grid's sole discretion at any time.
- 26) The Municipal Streetlight Investment Act affirmatively grants municipalities an irrevocable right to attach purchased lighting equipment to other infrastructure.
- 27) The Municipal Streetlight Investment Act affirmatively grants municipalities the right to use any technology it deems fit subsequent to purchase of the lighting equipment.

Claim 4:

The Agreement of Sale and Attachment Agreement

Require the City to Purchase Lighting Equipment for which the City has no Legal

Property Interest

- 28) The Agreement of Sale and Attachment Agreement require municipalities to purchase all street lightening equipment within the boundaries of the municipality.

- 29) There may exist federal, state, and/or private lighting equipment within the municipality.
- 30) The City can only purchase municipal lighting equipment.
- 31) As a direct result of National Grid's refusal to comply with the Municipal Streetlight Investment Act, National Grid has realized hundreds of thousands of dollars of ill-gotten gains at the expense of the citizens of Pawtucket by forcing the City to continue to pay the facility, support, maintenance, and accessory charges the Act was designed to eliminate.
- 32) If National Grid had complied with the Municipal Streetlight Investment Act in a timely fashion, the City would have been able to introduce improved safety features and lighting.
- 33) National Grid's steadfast refusal to comply with the Municipal Streetlight Investment Act is in effect maintaining a relatively less safe infrastructure for the sole purpose of assuming greater profit.

WHEREFORE, the City does hereby request that the Rhode Island Public Utilities Commission enter an Order in favor of the Plaintiff including:

- i) The City shall be made whole for all facilities fees charged to the City since March, 28, 2016.
- ii) Amending the S-05 Tariff to include the existing rate for any municipality that chooses to purchase its lighting equipment but has not converted the lighting equipment to new technology.
- iii) Requiring National Grid to negotiate the terms of the Agreement of Sale and Attachment Agreement.
- iv) Requiring the Agreement of Sale and the Attachment Agreement to conform to the Municipal Streetlights Investment Act, specifically:

- (1) The City shall have an irrevocable license allowing for the attachment of lighting equipment to other infrastructure.
 - (2) The City may alter the lighting equipment in any way it deems fit, including but not limited to the installation and use of non-lighting technology.
 - (3) The City is not required to purchase all street lighting equipment within the boundaries of the municipality.
- v) Punitive Damages for National Grid's knowing refusal to comply with the Municipal Streetlight Investment Act and the City's lost opportunity to install more efficient and safer infrastructure.
- vi) Reasonable attorneys' fees and costs associated with the action; and
- vii) Whatever other remedy this Commission deems proper and just.

Respectfully submitted,
City of Pawtucket
By its Attorney,



Timothy J. Chapman (#3494)
Law Office of Timothy J. Chapman
670 Willett Avenue
Riverside, RI 02915
(401) 433-5200
(401) 437-3618
chapman@eplaw.necoxmail.com

Dated: October 22, 2018

EXHIBIT A



DONALD R. GREBIEN
MAYOR

EXECUTIVE CHAMBER
CITY OF PAWTUCKET, RHODE ISLAND

January 28, 2016

Mr. Timothy F. Horan, President
National Grid Rhode Island
280 Melrose Street
Providence, RI 02907

Dear Mr. Horan,

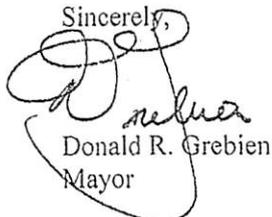
The purpose of this letter is to service as notice that the City of Pawtucket has decided to proceed with the purchase of its streetlight system as provided by R.I.G.L. § 39-30-1. This includes all lights provided on the inventory supplied by the Company. It should be noted that the funding of this initiative is subject to final approval by the Pawtucket City Council and is currently progress through the Council process.

Please finalize the purchase price and provide the required closing documentation. The information should be forwarded to me as soon as possible.

Notification of the intent to purchase the streetlight system shall also be sent to the Rhode Island Public Utilities Commission as required by R.I.G.L. § 39-30-1.

Thank you for your assistance with this matter.

Sincerely,



Donald R. Grebien
Mayor

CC: Members of Pawtucket City Council
Rob Roy, Recycling and Sustainability Administrator
Paula Roseen
Outdoor Lighting & Attachments
National Grid
40 Sylvan Road
Waltham, MA 02451

EXHIBIT B

Thank you

Rob

Rob Roy

Recycling and Sustainability Administrator

City of Pawtucket

250 Armistice Boulevard

Pawtucket, RI 02860

Office: 401 7280500 Ext. 461

rroy@pawtucketri.com

From: Spangler, Lori J. [mailto:Lori.Spangler@nationalgrid.com] Sent: Tuesday, August 09, 2016 7:30 AM To: Rob Roy <rroy@PAWTUCKETRI.com> Cc: Grebien, Donald <DGrebien@PAWTUCKETRI.com>; Drummond, Jerry <jerry.drummond@nationalgrid.com>; Flaherty, William J. <William.Flaherty@nationalgrid.com> Subject: FW: City of Pawtucket Street Light Purchase Closing Documents Importance: High

Hello Rob,

The purchase price for the City of Pawtucket's streetlight facilities has been calculated at \$89,517.76 for 5,852 luminaires, 176 nondistribution poles and the supporting equipment. Due to the high number of pending requests for purchase and in order to allow the city to realize the potential savings owning the street light assets would bring, the company has provided this pricing is based on the current billing inventory that has not yet been fully reviewed for accuracy. If the company were to proceed with this review, it would delay the completion of the ownership transfer.

The pricing sheets, closing documents and the billing inventory listing the assets included in the calculation are attached.

If the city agrees to this expedited sale process, two sets of the closing documents should be signed: the Agreement of Sale and the Attachment Agreement, including the Acknowledgement for the Use of Qualified Electrical Workers (Appendix Form G).

Once signed, both original sets of the documents should be forwarded to my attention at the address below. The company will sign both sets and an original will be returned to the city. The inventory listing provided as "Exhibit A PreClosing Description of Street and Area Lighting Facilities" to the Agreement of Sale will be updated within 180 days of the closing date and delivered to the city as "Exhibit A1 PostClosing Description of Street and Area Lighting Facilities". In addition to the signed closing documents, the following should also be returned:

Payment of \$89,517.76 Proof of insurance Contact information for repairs and emergency maintenance

A contact for Customer Service to provide to callers reporting streetlight outages of city owned lights for use during normal business hours An emergency contact available 24 hours/7 days for our Dispatch Center to notify the city of streetlight knockdowns, damage due to storms or motor vehicle accidents

Our crews will make the situation safe, leave the city's equipment close by and notify the city. Ownership of the streetlight facilities transfers to the city once the company has received the signed closing documents and payment. After the city owns the streetlight facilities and if the city intends to replace the existing luminaires with LED fixtures, the city should be aware that:

Per the Agreements, the city is to request the company deenergize the existing fixtures prior to any material change. However, if the city uses qualified electrical workers per the OSHA requirement and signs the Acknowledgement Form G, as stated above, the company will not be required to deenergized the existing equipment. During the installation of the LED fixtures, a disconnect device such as an inline fuse should be installed per the company's engineering standard. This will allow the city's workers to disengage the fuse and work in a safer condition during future maintenance and repairs. Further information is provided in the Attachment Agreement and the Recommendations for Customer Owned Streetlighting. Notification of material or operating schedule changes (such as LED exchanges) should be submitted to the company using the Forms A1 and A2 found in the Attachment Agreement Appendix. Along with the manufacturer's specification sheets, this will allow the company to update the billing records appropriately. After the closing, the city's billing accounts will be updated with the change in ownership and billing on the S05 rate tariff for Street and Area LightingCustomer Owned Equipment.

This transition will take the company time to process but all changes will be effective with the closing date. The existing bill accounts will be final billed. The individual components will be transferred to new accounts on the S05 tariff and the city will be charged for the energy consumption of the lights, no Facility Charges. Additional information can be found in the Customer Recommendations, Costs to Consider, the company's Equipment Standard, and the NE Pole Transfer Database provided here for reference. The current S05 tariff can be accessed through this link or on the company's website by searching for "service rates":

http://www.nationalgridus.com/narragansett/non_html/rates_tariff.pdf

Please let me know if there's anything else I can provide.

Thank you,

Lori J. Spangler

Lori J. Spangler Manager: Community & Customer ManagementRhode Island nationalgrid

280 Melrose St Providence, RI 02907 T# 4017847419 C# 4016230200

This email, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the email and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An email reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <http://www.nationalgrid.com/corporate/legal/registeredoffices.htm>

9 attachments

Pricing_Pawtucket_07182016.xls 206K

City of Pawtucket Notice to Purchase Letter 01292016.pdf 48K

City of Pawtucket Exhibit A PreClosing Description of Lighting Inventory 07052016.xlsx 505K

Narr Elec Co and City of Pawtucket Agreement of Sale A1 082016.pdf 36K

Narr Elec Co and City of Pawtucket Attachment Agreement 082016.pdf 140K

Narr Elec Recommendations for Customer Owned Street Lighting.pdf 78K

Narr Elec Municipalities' Costs to Consider Checklist.pdf 97K

Customer Owned Streetlight Equip Standard.pdf 181K

NE Pole Transfer Database.pdf 9K

EXHIBIT C

AGREEMENT OF SALE

This Agreement of Sale (“Agreement”), is made as of this ____ day of _____, 2016 by and between The Narragansett Electric Company d/b/a National Grid, a corporation organized and existing under the laws of the State of Rhode Island, having its principal place of business at 280 Melrose Street, Providence, Rhode Island, 02907, (hereinafter referred to as the “Seller” or the “Company”) and the City of Pawtucket, a municipality organized and existing under the laws of the State of Rhode Island, having its principal place of business at City Hall, 137 Roosevelt Avenue, Pawtucket, Rhode Island 02860 (hereinafter referred to as the “Buyer”). The Seller and the Buyer may hereinafter be referred to individually as a “Party”, and, collectively, as the “Parties.”

RECITALS

WHEREAS, the Seller presently provides unmetered street and area lighting services to the Buyer pursuant to multiple Company tariffs approved by the Rhode Island Public Utilities Commission (the “PUC”); and

WHEREAS, the Buyer has exercised its rights under R.I.G.L. § 39-30-1, *et seq.* to acquire all of the public street and area lighting equipment of the electric distribution company in the municipality for which the municipality is financially responsible (hereinafter referred to as “Lighting Equipment”); and

WHEREAS, Buyer will hereby purchase said Lighting Equipment pursuant to R.I.G.L. § 39-30-3(b); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer agree to the following terms and conditions:

I. BASIC UNDERSTANDINGS

1. The Seller agrees to sell, and Buyer agrees to purchase, said Lighting Equipment on an "as is, where is" basis.
2. Upon Closing (as defined below), the Seller will convey to the Buyer all of its rights, title and interests in said Lighting Equipment.
3. The Buyer and Seller understand and agree that a third party shall perform an inspection and comprise a list detailing any and all of the public street and area lighting equipment of the electric distribution company in the municipality (hereinafter referred to as the "Description of Street and Area Lighting Facilities").
4. As of the Closing Date (as defined below), the Buyer shall assume all responsibilities and obligations associated with ownership of the Lighting Equipment.
5. To the extent that Seller possesses existing physical, hardcopy paper maps that appear to relate to the public street and area lighting equipment of the electric distribution company, and such maps are able to be copied in a legible form, Seller shall furnish the Buyer with one (1) copy of each such map in its current form and one (1) copy of each map in an electric, computer compatible, format ("Map(s)") after the Closing as such Maps may be available. Seller shall not have any obligation to create any new maps for the Buyer, nor shall Seller have any obligation to review, update or correct any Maps.

II. PURCHASE PRICE

1. The Buyer shall pay to Seller at Closing a total consideration presently estimated to be \$89,517.76 (“ Estimated Purchase Price”) under R.I.G.L. §39-30-1 *et seq* but subject to partial refund after recalculation under R.I.G.L. §39-30-1 *et seq* upon completion of the Description of Street and Area Lighting Facilities and subsequent final determination of the Lighting Equipment. Such recalculation upon final determination of the Lighting Equipment will determine the total consideration “Final Purchase Price”. The Parties acknowledge that the Final Purchase Price is mutually agreed and is legal and sufficient consideration for the Lighting Equipment.

a. The Parties agree that the Purchase Price shall be the only payment paid by the Buyer to the Seller for the Lighting Equipment under this Agreement and no further payment shall be required.

b. The Buyer, on behalf of itself and its successors, assigns, affiliates, employees, agents, consultants and all other legal representatives, shall release and forever discharge Seller, its affiliates and their respective successors, assigns, affiliates, employees, and agents from any and all actions, causes of action, debts, expenses (including, but not limited to, consultant and attorney fees), claims, and demands of every kind, name and nature, both at law and in equity (“Buyer’s Released Claims”) arising out of, in connection with, or in any way related to the Lighting Equipment, without limitation, any related billing charges, title or otherwise. Notwithstanding the foregoing, the Buyer’s Released Claims shall not include any actions, causes of action, claims or demands arising out of or related to the enforcement of this Agreement or any actions, causes of action, claims or demands arising out of the public street and area lighting equipment of the electric distribution company that are not amongst the Lighting Equipment.

2. The Buyer shall be solely responsible for the payment of all taxes on or relating to the Lighting Equipment, if any, following the Closing Date and thereafter. The Seller shall pay all taxes on the public street and area lighting equipment of the electric distribution company in the municipality up to and including the Closing Date. Notwithstanding the designation of a Party as the owner of record of the public street and area lighting equipment of the electric distribution company in the municipality for tax purposes, unless the tax liability on the Lighting Equipment is abated in its entirety as of the Closing Date, the tax liability shall be apportioned between Buyer and Seller in proportion to the number of days during such tax year within which Buyer and Seller, respectively, owned the Lighting Equipment. If the amount of the tax liability is not known or cannot be determined reliably at the time of the Closing, the tax liability of the Lighting Equipment shall be apportioned on the basis of the tax assessed for the most recent tax year for which such an apportionment or determination can be made, with a reapportionment to be performed as soon as the new tax rate and valuation can be ascertained.

III. CLOSING, TITLE AND DISCLAIMER OF WARRANTIES

1. **CLOSING:** The closing of the purchase and sale of the Lighting Equipment ("Closing") shall occur on or about _____, __, 2016 or such other date as may be mutually agreed by the Parties ("Closing Date"). At the Closing, Buyer shall pay the Estimated Purchase Price to Seller, and Seller shall deliver to the Buyer a Bill of Sale in the form attached hereto as Exhibit A (the "Bill of Sale"), incorporated herein by reference.

2. **LIENS AND ENCUMBRANCES:** Seller represents to Buyer that the Lighting Equipment are free from liens and encumbrances that are known to the Seller.

3. **LICENSE:** Seller hereby provides to Buyer, irrevocable, nonexclusive licenses authorizing Buyer to make attachments to any vertically oriented utility structure used to support electrical conductors and other utility equipment within the municipality necessary to facilitate the operation of an Electric Distribution System owned by Seller and may be used for public street and area lighting equipment and/or any other equipment or technology that may be affixed to such lighting equipment for the purpose of the health, safety, and general welfare of the public so long as such equipment does not unreasonably impact the Seller's utility structure.

4. **BILL OF SALE; DISCLAIMER OF WARRANTY:**

(a) Seller shall transfer title to the Lighting Equipment to Buyer by the Bill of Sale attached hereto as Exhibit A.

(b) THE LIGHTING EQUIPMENT ARE SOLD "AS IS". THERE ARE NO PROMISES, CONVENANTS OR UNDERTAKINGS WITH RESPECT TO THE LIGHTING EQUIPMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT AS SET FORTH EXPRESSLY HEREIN. THE EXPRESS COVENANT SET FORTH IN THE BILL OF SALE IS IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LIGHTING EQUIPMENT OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SELLER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR

COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NESC), OR THE RULES, REGULATIONS, AND PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE LIGHTING EQUIPMENT OR ANY PART THEREOF. ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE LIGHTING EQUIPMENT ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SELLER AND THE SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

IV. OWNERSHIP AND ATTACHMENT/EASEMENT RIGHTS

1. DEMARCATION OF OWNERSHIP: The point of ownership demarcation shall be deemed to be the existing connection point where the applicable Lighting Equipment is energized from the electric distribution system ("Connection Point"). The Seller shall retain ownership of the electric distribution system up to and including the Connection Point. Buyer shall own the street lighting system from the Connection Point outward inclusive of the applicable Lighting Equipment. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall, in its sole discretion, define a connection point, so long as Seller's defined connection point does not unreasonably impact the Buyer's Lighting Equipment or unreasonably

limit Buyer's ability to make use of its Lighting Equipment for the purpose of the health, safety, and general welfare of the public.

2. THIRD PARTY LIGHTING: Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations and luminaires) owned by Seller and used to provide regulated lighting services to independent third party customers (each, a "Third Party Lighting Asset" or collectively, the "Third Party Lighting Assets") shall not be included in the Lighting Equipment that are being transferred to the Buyer through this Agreement. The transfer of Lighting Equipment shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically; provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached upon expressed written request of the Buyer whereby Buyer acknowledges specific luminaires and associated brackets or arms as Third Party Lighting Assets and still wishes to take possession of said Third Party Lighting Assets. The Seller shall continue to provide the regulated lighting services to independent customers in the City of Pawtucket after the Closing Date.

3. JOINT USE INFRASTRUCTURE: The Buyer understands that some of the Lighting Equipment are currently installed or otherwise coexist ("Coexisting Lighting Equipment"), in whole or in part, on or within Seller's conduit, vaults, or other Seller facilities, assets or infrastructure ("Joint-Use Structures"), and that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing.

4. **ATTACHMENT RIGHTS:** Pursuant to R.I.G.L. § 39-30-1, *et seq.*, Seller shall provide attachment rights to the Buyer for Seller's support infrastructure and electric distribution system.

5. **EASEMENT/ACCESS RIGHTS:** Seller shall assign to Buyer the non-exclusive right, in common with Seller and others entitled thereto, to maintain and operate the area lighting equipment and/or any other equipment or technology that may be affixed to such lighting equipment for the purpose of the health, safety, and general welfare of the public so long as such equipment does not unreasonably impact the Seller's utility structure, under any existing easement, license, grant of location or other agreement associated with said equipment, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever.

V. LIABILITY

From and after the Closing Date, the Seller, its affiliates, and their respective officers, directors, employees, and agents, shall not be liable to Buyer or its officers, officials, employees, representatives or contractors for direct, indirect, consequential, punitive, special, exemplary, or any other damages under any theory of law that is now or may in the future be in effect, including without limitation, contract, tort, R.I.G.L. §6-13.1-1 *et seq.*, strict liability, or negligence, in connection with purchase of the Lighting Equipment, including, without limitation, damages with respect to or arising from the condition, operation of, or failure of operation of the Lighting Equipment. The Buyer's sole remedy for recovery related to causes of action arising from the purchase of the Lighting Equipment shall be limited to an equitable remedy to enforce the transfer of the Lighting Equipment under the Agreement.

VI. INDEMNIFICATION

The Buyer agrees, to the extent permitted by law and to the extent of the Buyer's insurance coverage to defend and to pay, protect, indemnify and save harmless the Seller, its affiliates and their officers, directors, employees, agents, successors and assigns against and from any and all liabilities, claims, suits, fines, penalties, damages, personal injury, losses, fees (including reasonable attorneys' fees), costs, and expenses arising out of or in connection with this Agreement resulting from any act, failure or omission on the part of the Buyer or its officers, officials, employees, representatives or contractors.

VII. INSURANCE

In accordance with the License Agreements, the Buyer shall, at its sole cost and expense, obtain and keep in force comprehensive general liability insurance in terms and amounts commercially reasonable (but not less than any applicable statutory or regulatory limit or cap on liability) covering any action arising in connection with this Agreement, and shall name the Seller as an additional insured thereunder. Such insurance will insure all of the indemnity obligations set forth herein and, upon request, the Buyer shall provide a certificate of insurance to Seller showing such coverage. The Buyer may elect to self-insure provided that the Buyer provides written notice and evidence of self-insurance to the Seller prior to transfer of the Lighting Equipment and execution of this Agreement.

VIII. MISCELLANEOUS

1. **GOVERNING LAW:** This Agreement shall be governed by, performed, and construed in accordance with the laws of the State of Rhode Island without regard to the conflicts of law principles contained therein.

2. **PRIOR AGREEMENTS:** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous agreements, discussions, communications, and correspondence. Any prior agreements, promises, negotiations, or representations not set forth in this Agreement are of no force or effect.

3. **ASSIGNMENT, MODIFICATION:** This Agreement and the rights and obligations set forth herein may be freely assigned by Buyer to third parties. This Agreement may not be amended or modified except in a writing signed by both Parties, and shall inure to and be binding upon the Parties and their respective successors and assigns.

4. **SEVERABILITY:** If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

5. **NOTICE:** Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, delivered by a reputable overnight courier, or sent by facsimile with electronic confirmation of receipt, to the other party's representative as follows:

Buyer:

City of Pawtucket
City Hall, 137 Roosevelt Avenue

Pawtucket, Rhode Island
Attention: _____

Seller:

The Narragansett Electric Company d/b/a National Grid
40 Sylvan Road
Waltham, MA 02451
Attention: Outdoor Lighting & Attachments

6. APPLICABLE STATUTE: The Parties understand and agree that this Agreement is made pursuant to R.I.G.L. § 39-30-1, *et seq.*

{Signatures on the following page.}

EXHIBIT B
BILL OF SALE

The Narragansett Electric Company d/b/a National Grid, a Rhode Island corporation with a principal place of business in Providence, Rhode Island, ("Seller"), in consideration of the Estimated Purchase Price paid by the City of Pawtucket ("Buyer"), the receipt of which is hereby acknowledged, does hereby sell, transfer and assign all its right, title, and interest unto Buyer, the existing outdoor street and/or area lighting and associated equipment located within the boundary limits of the City of Pawtucket for which the City is financially responsible, the Lighting Equipment. The Parties understand that a final determination of the purchase will be determined by identifying the Lighting Equipment after a third party performs an inspection and comprises a list detailing any and all of the public street and area lighting equipment of the electric distribution company in the municipality, the Description of Street and Area Lighting Facilities.

THE LIGHTING EQUIPMENT IS SOLD "AS IS." THERE ARE NO PROMISES, CONVENANTS OR UNDERTAKINGS WITH RESPECT TO THE LIGHTING EQUIPMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT AS SET FORTH EXPRESSLY HEREIN. THE EXPRESS COVENANT SET FORTH IN THE BILL OF SALE IS IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LIGHTING EQUIPMENT OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SELLER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NESC), OR THE RULES, REGULATIONS, AND PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE LIGHTING EQUIPMENT OR ANY PART THEREOF. ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE LIGHTING EQUIPMENT ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SELLER AND THE SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

TO HAVE AND TO HOLD the Lighting Equipment herein described unto Buyer, its successors and assigns, to its and their own use and benefit forever.

IN WITNESS WHEREOF, THE NARRAGANSETT ELECTRIC COMPANY has caused these presents to be signed in its name and behalf by its duly authorized representative, this ____ day of _____, 2016.

The Narragansett Electric Company d/b/a
National Grid

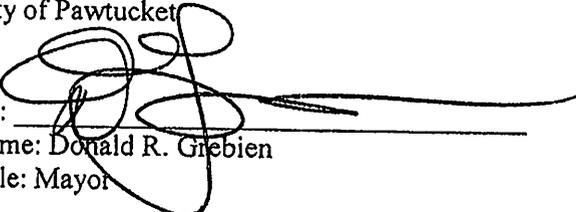
By: _____

Name: Christopher Kelly

Title: Acting Senior Vice President, Electric
Process and Engineering

Accepted as to the Terms and Conditions contained herein,

City of Pawtucket

By:  _____

Name: Donald R. Grebien

Title: Mayor

Docket No. D-18-34 The Narragansett Electric Co. d/b/a National Grid Petition for Relief Service List as of 10/22/18

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City of Pawtucket Timothy J. Chapman, Esq. 670 Willett Avenue Riverside, RI 02915	<u>chapman@eplawl.necoxmail.com</u> ;	401-433-5200
Frank Milos, City Solicitor David Moran, Council President Pawtucket City Hall 137 Roosevelt Ave. Pawtucket, RI 02860	<u>FMilos@pawtucketri.com</u> ; <u>Dmoran@pawtucketri.com</u> ;	401-728-0500 Ext. 274
Original & 4 copies to be filed w/: Luly E. Massaro, Clerk Division of Public Utilities and Carriers 89 Jefferson Blvd. Warwick, RI 02888	<u>Luly.massaro@puc.ri.gov</u> ; <u>John.spirito@dpuc.ri.gov</u> ;	401-780-2107