
Exhibit 1

DIVISION OF PUBLIC UTILITIES AND CARRIERS

The City of East Providence

V.

National Grid

C.A. No.:

PETITION

I. PARTIES

- 1) Plaintiff, the City of East Providence, ("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 §39-30-2.

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) and R.I. Gen. Laws §42-35-8

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 or about July 29, 2016, the City requested to purchase its streetlights in accordance with R.I. Gen. Laws §39-30-1. *See* Exhibit 1, Notice of Intent to Purchase.

7) R.I. Gen. Laws §39-30-3 (b) states in pertinent part:

Any municipality exercising the option to convert its lighting equipment pursuant to subsection (a) must compensate the electric distribution company for the original cost, less depreciation and less amortization, of any active or inactive existing public lighting equipment owned by the electric distribution company and installed in the municipality as of the date the municipality exercises its right of acquisition pursuant to subsection (a), net of any salvage value. [. . .]

8) Since July 29, 2016, National Grid has supplied the City of East Providence with at least three (3) separate calculations of the purchase price using distinct methodologies.

9) National Grid bills the City of East Providence for lights that the City did not request to be built, did not consent to be billed for, and are not responsible for the roads that the lights illuminate.

10) 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 East Providence by forcing the City to continue to pay the facility, support, maintenance, and accessory charges the Act was designed to eliminate.

- 11) 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.
- 12) 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.

Claim 1

Timeliness Violations of the Municipal Streetlight Investment Act

- 13) All paragraphs herein this petition are hereby incorporated in this paragraph as if fully set forth.
- 14) National Grid failed to provide the City with a proper cost estimate of the purchase price 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 September 27, 2016.
- 15) 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”.
- 16) 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 by the sum total of what the City would have paid if the City had been allowed to purchase its lights in accordance with the Municipal Streetlights Investment Act since September 27, 2016.
- 17) National Grid has knowingly, willfully, and purposefully refused to properly 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

18) All paragraphs herein this petition are hereby incorporated in this paragraph as if fully set forth.

19) 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)

20) 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.

21) The Tariff imposes an illegal rate hike on municipalities that purchase the street lights but do not immediately or eventually convert to new lighting equipment.

Claim 3:

The Agreement of Sale and Attachment Agreement

Violate the Municipal Streetlights Investment Act

22) All paragraphs herein this petition are hereby incorporated in this paragraph as if fully set forth.

23) The Agreement of Sale, which controls the purchase of the lighting equipment, was drafted by National Grid.

24) 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.

25) National Grid is attempting to force the City to sign the Agreement of Sale and agree to the Attachment Agreement despite the fact that said agreements contain violations of the Municipal Streetlight Investment Act.

26) 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)

27) Provisions of the Agreement of Sale and Attachment Agreement limit the use of the lighting equipment strictly for lighting purposes.

28) Provisions of the Agreement of Sale and Attachment Agreement limit what lighting equipment the City may install.

29) 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...

- 30) 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.
- 31) The Municipal Streetlight Investment Act affirmatively grants municipalities an irrevocable right to attach purchased lighting equipment to other infrastructure.
- 32) 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

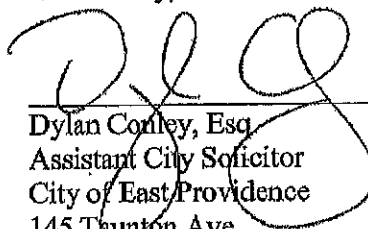
- 33) The Agreement of Sale and Attachment Agreement require municipalities to purchase all street lightening equipment within the boundaries of the municipality.
- 34) There may exist federal, state, and/or private lighting equipment within the municipality.
- 35) The City can only purchase municipal lighting equipment.

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

- i) Declare that National Grid is in violation of the Municipal Streetlights Investment Act pursuant to R.I. Gen. Laws §39-30-3(a), (b) for failure to provide price of sale of streetlights in accordance with the Act.
- ii) Declare that the Agreement of Sale and Attachment Agreement are in violation of the Municipal Streetlights Investment Act pursuant to R.I. Gen. Laws §39-30-3(b)(1) for unlawful restriction on municipal use of lighting equipment.
- iii) Declare that the Agreement of Sale and Attachment Agreement are in violation of the Municipal Streetlights Investment Act pursuant to R.I. Gen. Laws §39-30-3(a)(1) for the unlawful requirement that National Grid may force the City of East Providence to remove its lighting equipment from National Grid's poles without cause.
- iv) Declare that the City of East Providence cannot purchase lighting equipment for which the City has no legal property interest.
- v) Declare that Tariff S-05 is in violation of the Municipal Streetlight Investment Act pursuant to R.I. Gen. Laws §39-30-3(a)(1) for failure to comply with the Act's restrictions regarding electric rates.
- vi) The City shall be made whole for all facilities fees charged to the City as of September 27, 2016.
- vii) 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.
- viii) Requiring National Grid to negotiate the terms of the Agreement of Sale and Attachment Agreement.

- ix) 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.
- x) 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.
- xi) Reasonable attorneys' fees and costs associated with the action; and
- xii) Whatever other remedy this Commission deems proper and just.

On behalf of the City of East Providence,
Its Attorney,



Dylan Conley, Esq.
Assistant City Solicitor
City of East Providence
145 Taunton Ave
East Providence, RI 02914

Exhibit 2

West's General Laws of Rhode Island Annotated
Title 39. Public Utilities and Carriers
Chapter 30. Municipal Streetlight Investment Act

Gen.Laws 1956, § 39-30-1

§ 39-30-1. Findings and purposes

Currentness

(a) The Rhode Island general assembly finds and declares that:

(1) Taxpayers are mandated to pay the electric distribution company large sums every year to light municipal and many state-owned streets;

(2) Municipalities are limited in how they can manage this public safety resource because they do not own or control the light fixtures within their borders;

(3) There is no incentive in the applicable electric rate tariff for installing energy efficient lighting technologies that may reduce both power and maintenance expenses;

(4) There is no provision in the applicable electric rate tariff for municipalities to work collectively to manage the maintenance of the street lighting system; and

(5) Municipalities around the country have saved considerable resources by purchasing their streetlight systems from electric distribution companies and contracting for the maintenance independently.

(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.

Credits

P.L. 2013, ch. 245, § 1, eff. July 15, 2013; P.L. 2013, ch. 367, § 1, eff. July 15, 2013.

Gen. Laws, 1956, § 39-30-1, RI ST § 39-30-1

Current through Chapter 20 of the 2019 Regular Session. Some statute sections may be more current, see credits for details.

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West's General Laws of Rhode Island Annotated
Title 39. Public Utilities and Carriers
Chapter 30. Municipal Streetlight Investment Act

Gen.Laws 1956, § 39-30-2

§ 39-30-2. Definitions

Currentness

When used in this chapter, the following terms shall have the following meanings:

- (1) "Office" means the Office of Energy Resources.
- (2) "Electric distribution company" means a company defined in subdivision 39-1-2(12), supplying standard offer service, last resort service, or any successor service to end-use customers.
- (3) "Lighting equipment" means all equipment used to light streets in the municipality, the operation and maintenance of which is currently charged to the municipality, including lighting ballasts, fixtures, and other equipment necessary for the conversion of electric energy into street lighting service, but excluding the utility poles upon which the lighting equipment is fixed. Lighting equipment shall include, but not be limited to, decorative street and area lighting equipment and solid-state (LED) lighting technologies.

Credits

P.L. 2013, ch. 245, § 1, eff. July 15, 2013; P.L. 2013, ch. 367, § 1, eff. July 15, 2013.

Gen. Laws, 1956, § 39-30-2, RI ST § 39-30-2

Current through Chapter 20 of the 2019 Regular Session. Some statute sections may be more current, see credits for details.

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West's General Laws of Rhode Island Annotated
Title 39. Public Utilities and Carriers
Chapter 30. Municipal Streetlight Investment Act

Gen.Laws 1956, § 39-30-3

§ 39-30-3. Streetlight investment

Currentness

(a) Any city or town 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, at its option, upon sixty (60) days notice to the electric company and to the department, and subject to the provisions of subsections (b) through (e), may:

(1) Convert its street lighting service from the subject tariff rate to an alternative tariff rate providing for delivery service by the electric distribution company of electric energy, whether or not supplied by the electric distribution company, over distribution facilities and wires owned by the electric distribution company to lighting equipment owned or leased by the municipality, 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. The alternative tariff rate shall provide for monthly bills for street and area lighting that shall include a schedule of energy charges based on a determination annual kilowatt-hour usage per lumen rating or nominal wattage of all types of lighting equipment, but shall not include facility, support, maintenance, or accessory charges. 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. The new tariff shall be structured so as to allow options for various street lighting controls, including both conventional dusk/dawn operation using photocell or scheduling controls, as well as schedule-based dimming or on/off controls that dim or turn off street lights during periods of low activity. The electric distribution company, in consultation with the office, shall file the new tariff with the public utilities commission within sixty (60) days of the effective date of this chapter and the commission shall then issue a decision within sixty (60) days after the filing to effectuate the purposes and provisions of this chapter.

(2) Purchase electric energy for use in such municipal lighting equipment from the electric distribution company or any other person allowed by law to provide electric energy; and

(3) After due diligence, including an analysis of the cost impact to the municipality, acquire all of the public street and area lighting equipment of the electric distribution company in the municipality, compensating the electric distribution company as necessary, in accordance with subsection (b).

(b) Any municipality exercising the option to convert its lighting equipment pursuant to subsection (a) must compensate the electric distribution company for the original cost, less depreciation and less amortization, of any active or inactive existing public lighting equipment owned by the electric distribution company and installed in the municipality as of the date the municipality exercises its right of acquisition pursuant

to subsection (a), net of any salvage value. 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. Any contract a municipality enters for such services must require appropriate levels of training and certification of personnel providing pole service for public and worker safety, evidence of twenty-four (24) hour call capacity and a committed timely response schedule for both emergency and routine outages. The municipality may also request that the electric company remove any part of such lighting equipment that it does not acquire from the electric distribution company in which case the municipality shall reimburse the electric distribution company the cost of removal by the electric distribution company, along with the original cost, less depreciation, of the removed part, net of any salvage value.

(c) When a municipality exercises its option pursuant to this subsection, the municipality will notify the electric distribution company of any alterations to street and area lighting inventory within sixty (60) days of the alteration. The electric distribution company will then adjust its monthly billing determinations to reflect the alteration within sixty (60) days.

(d) When a municipality exercises its option pursuant to subsection (a), anyone other than the electric distribution company controlling the right to use space on any pole, lamp post, or other mounting surface previously used by the electric distribution company in such municipality shall allow the municipality to assume the rights and obligations of the electric distribution company with respect to such space for the unexpired term of any lease, easement, or other agreement under which the electric distribution company used such space; provided, however, that:

(i) The municipality is subject to the same terms and conditions that pole owners make to others that attach to the poles; and

(ii) In the assumption of the rights and obligations of the electric distribution company by such a municipality, such municipality shall in no way or form restrict, impede, or prohibit universal access for the provision of electric and other services.

(e) Any dispute regarding the terms of the alternative tariff, the compensation to be paid the electric distribution company, or any other matter arising in connection with the exercise of the option provided in subsection (a), including, but not limited to, the terms on which space is to be provided to the municipality in accordance with subsection (c), shall be resolved by the division of public utilities and carriers within ninety (90) days of any request for such resolution by the municipality or any person involved in such dispute.

(f) Notwithstanding any general or special law, rule, or regulation to the contrary, any affiliate of any electric distribution company whose street lighting service is converted by any municipality in accordance with the provisions of this section may solicit and compete for the business of any such municipality for the provision of lighting equipment or any other service such as equipment maintenance in connection therewith.

Credits

P.L. 2013, ch. 245, § 1, eff. July 15, 2013; P.L. 2013, ch. 367, § 1, eff. July 15, 2013.

Gen. Laws, 1956, § 39-30-3, RI ST § 39-30-3

Current through Chapter 20 of the 2019 Regular Session. Some statute sections may be more current, see credits for details.

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West's General Laws of Rhode Island Annotated
Title 39. Public Utilities and Carriers
Chapter 30. Municipal Streetlight Investment Act

Gen.Laws 1956, § 39-30-4

§ 39-30-4. Liberal construction

Currentness

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

Credits

P.L. 2013, ch. 245, § 1, eff. July 15, 2013; P.L. 2013, ch. 367, § 1, eff. July 15, 2013.

Gen. Laws, 1956, § 39-30-4, RI ST § 39-30-4

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West's General Laws of Rhode Island Annotated
Title 39. Public Utilities and Carriers
Chapter 30. Municipal Streetlight Investment Act

Gen.Laws 1956, § 39-30-5

§ 39-30-5. Severability

Currentness

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the chapter, which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

Credits

P.L. 2013, ch. 245, § 1, eff. July 15, 2013; P.L. 2013, ch. 367, § 1, eff. July 15, 2013.

Gen. Laws, 1956, § 39-30-5, RI ST § 39-30-5

Current through Chapter 20 of the 2019 Regular Session. Some statute sections may be more current, see credits for details.

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Exhibit 3

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

Docket No.: D-19-04

THE CITY OF EAST PROVIDENCE,

V.

NATIONAL GRID

ANSWER TO PETITION OF THE CITY OF EAST PROVIDENCE

Defendant, The Narragansett Electric Company d/b/a National Grid ("National Grid" or "Defendant"), by and through its undersigned attorneys, hereby responds to the Petition as follows:

Preliminary Statement

While the City of East Providence ("City" or "East Providence") alleges that it sought to purchase streetlight assets in the City pursuant to the Municipal Streetlight Investment Act (the "Act"), the City is unwilling to: 1) pay the purchase price that National Grid provided to the City; or 2) enter into agreements with National Grid on substantially the same terms as National Grid has entered into with other Rhode Island municipalities purchasing public street and area lighting equipment pursuant to the Act. National Grid denies that its actions violate the Act and asks that, if the City seeks to purchase streetlight assets in the City pursuant to the Act, it do so on substantially similar terms as any other municipality, including being current on all utility bills concerning those assets at the time of closing.

I. Parties

1. National Grid admits that the City receives streetlight service from National Grid.
2. National Grid admits that it provides electric distribution service in Rhode Island.

II. Jurisdiction

3. National Grid admits the Rhode Island Division of Public Utilities and Carriers ("Division") has jurisdiction pursuant to R.I. Gen. Laws § 39-30-3(e) over certain disputes relating to the Act. National Grid denies that Division has jurisdiction pursuant to R.I. Gen. Laws § 42-35-8 to determine whether a tariff approved by the Rhode Island Public Utilities Commission ("PUC") violates R.I. Gen. Laws § 39-20-1 *et seq.*

III. Facts

4. Admitted.

5. National Grid admits that Paragraph 5 excerpts and emphasizes a portion of R.I. Gen. Laws § 39-30-1.

6. National Grid admits that the City sent the letter attached as Exhibit 1 to its Petition.

7. National Grid admits that Paragraph 7 excerpts a portion of R.I. Gen. Laws § 39-30-1.

8. National Grid admits that the City has requested a purchase price for streetlighting assets within the City on multiple occasions and, in response to those requests, National Grid has provided a purchase price based on the value of those assets at the time of the City's request.

9. Paragraph 9 contains a conclusion of law to which no response is required.

10. National Grid denies that it has refused to comply with the Act or that it has received any improper benefit from the City. National Grid has on multiple occasions provided East Providence with a purchase price for streetlight assets in the City, and the City has refused to purchase those assets.

11. Denied. National Grid has complied with the Act.

12. National Grid denies that it has refused to comply with the Act. National Grid has on multiple occasions provided East Providence with a purchase price for streetlight assets in the City and the City has refused to purchase those assets.

CLAIM I
Timeliness Violations of the Municipal Streetlight Investment Act

13. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 12 as though fully set forth herein.

14. Denied.

15. Paragraph 15 contains a conclusion of law to which no response is required.

16. Denied.

17. Denied.

CLAIM II
Tariff S-05 Violates the Municipal Streetlight Investment Act

18. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 17 as though fully set forth herein.

19. Paragraph 19 contains a conclusion of law to which no response is required.

20. Paragraph 20 contains a conclusion of law to which no response is required.

21. Paragraph 21 contains a conclusion of law to which no response is required;

however, National Grid denies that the City is entitled to use its Petition to challenge a tariff that has already been approved by the PUC.

CLAIM III
The Agreement of Sale and Attachment Agreement
Violate the Municipal Streetlights Investment Act

22. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 21 as though fully set forth herein.

23. National Grid admits that it provided the City with a draft agreement of sale that contains substantially similar terms to draft attachment agreements it has provided every other municipality that has expressed interest in purchasing all of the public street and area lighting equipment of the electric distribution company in the municipality.

24. National Grid admits that it provided the City with a draft attachment agreement that contains substantially similar terms to draft attachment agreements it has provided every other municipality that has expressed interest in purchasing all of the public street and area lighting equipment of the electric distribution company in the municipality. This form of attachment agreement was approved by the PUC in Docket No. 4442.

25. National Grid denies that it is attempting to force the City to sign any agreement or that the draft agreement of sale and attachment agreement violate the Act.

26. National Grid admits that Paragraph 26 excerpts and emphasizes a portion of R.I. Gen. Laws § 39-30-3(b).

27. The allegations in Paragraph 27 apparently refer to the draft Agreement of Sale and draft Agreement for Customer-owned Street and Area Lighting Attachments attached to the City's Petition. The terms of those documents speak for themselves and National Grid denies any characterization of those documents.

28. The allegations in Paragraph 28 apparently refer to the draft Agreement of Sale and draft Agreement for Customer-owned Street and Area Lighting Attachments attached to the City's Petition. The terms of those documents speak for themselves and National Grid denies any characterization of those documents.

29. Paragraph 29 contains a conclusion of law to which no response is required.

30. The allegations in Paragraph 30 apparently refer to the draft Agreement of Sale and draft Agreement for Customer-owned Street and Area Lighting Attachments attached to the City's Petition. The terms of those documents speak for themselves and National Grid denies any characterization of those documents.

31. Paragraph 31 contains a conclusion of law to which no response is required.

32. Paragraph 32 contains a conclusion of law to which no response is required.

CLAIM IV
The Agreement of Sale and Attachment Agreement
Require the City to Purchase Lighting Equipment for which the
City has no Legal Property Interest

33. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 32 as though fully set forth herein. Answering further, the Act requires the City to purchase "all of the public street and area lighting equipment of the electric distribution company in the municipality." R.I. Gen. Laws § 39-30-3(a)(3).

34. National Grid admits that there may be lighting equipment in the City that is owned by private parties, or federal or state entities; however, National Grid denies that this lighting is considered "public street and area lighting equipment" pursuant to the Act.

35. Denied. The equipment that the City seeks to purchase is currently owned by National Grid. If the City desires to make a purchase pursuant to the Act, then it must purchase assets pursuant to the Act.

Answering further, National Grid denies that the City is entitled to any of the relief requested in the "WHEREFORE" paragraph following paragraph 35. Instead, National Grid respectfully requests that the Division issue an Order making the following rulings:

1. If East Providence decides to purchase, pursuant to the Act, the streetlight assets in East Providence (the Streetlight Assets), East Providence must enter into a purchase and sale

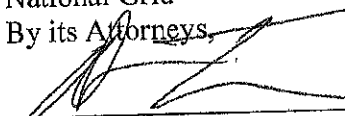
agreement for Streetlight Assets in East Providence that is substantially the same as the purchase and sale agreements that National Grid has entered into with all other Rhode Island municipalities for purchases under the Act.

2. If East Providence decides to purchase the Streetlight Assets in East Providence, East Providence must enter into an attachment agreement for Streetlight Assets in East Providence that is substantially the same as the attachment agreement approved by the PUC in Docket No. 4442.

3. East Providence has no grounds under the Act to withhold payment from National Grid as a result of East Providence's dispute arising in connection with the exercise of its options under the Act.

Respectfully submitted,

The Narragansett Electric Company d/b/a
National Grid
By its Attorneys,



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Andrew S. Tugan (#9117)
Hinckley, Allen & Snyder LLP
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Dated: March 19, 2019

Exhibit 4

October 25, 2013

BY HAND DELIVERY & ELECTRONIC MAIL

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

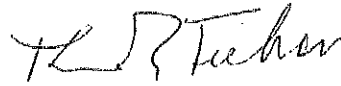
**RE: Docket 4442 - The Narragansett Electric Company d/b/a National Grid
Tariff Advice Filing for Customer-Owned Street & Area Lighting Proposal
Response to Commission Data Request 1-7**

Dear Ms. Massaro:

I have enclosed National Grid's¹ response to Commission Data Request 1-7 in the above-referenced proceeding.

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

Very truly yours,



Thomas R. Teehan

Enclosures

cc: Docket 4442 Service List
Leo Wold, Esq.
Steve Scialabba, Division

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

Certificate of Service

I hereby certify that a copy of the cover letter and/or any materials accompanying this certificate were electronically transmitted to the individuals listed below. Copies of this filing will be hand delivered to the RI Public Utilities Commission and the RI Division of Public Utilities and Carriers



Joanne M. Scanlon

October 25, 2013

Date

Docket No. 4442 - National Grid - LED Tariff Advice Filing Service List updated 10/2/13

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The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: Customer-Owned Street and Area Lighting Proposal
Responses to Commission's First Set of Data Requests
Issued October 2, 2013

Commission 1-7

Request:

Please estimate the sales proceeds, the reduction in rate base, the loss of revenue, and the operation and maintenance savings National Grid would realize for each municipality in Rhode Island that is eligible, assuming each one participates.

Response:

The following analysis estimates the potential purchase price of all the municipalities in the Company's service territory should they all decide at once to purchase the street lighting assets currently installed to provide them with street lighting service. To perform this analysis, the Company was required to make several assumptions in order to reasonably estimate the amount of net book value associated with those specific assets, as not all of the Company's street lighting assets serve municipal customers.

Attachment Commission 1-7(a), page 1, is a summary of the estimated purchase price for each municipality listed assuming each community were to purchase the street and area lighting equipment that it currently leases pursuant to the provisions of the Company's full service street and area lighting tariff, Rate S-14. If all the Company's municipal customers purchased all the street lighting assets which serve them today, based upon the asset values and inventory as of the same date, the total estimated sales price is approximately \$7.5 million, which would also represent the reduction in rate base resulting from the sale of the assets. Please note that the final purchase price to any community requesting to purchase assets will be based on the net book value of the assets and the inventory of luminaires and standards, both active and inactive, that provide service to the municipality at the time during which the community notifies the Company of its intent to purchase the assets and will be different than the estimated amounts shown in Attachment Commission 1-7(a).

To calculate the estimated purchase price of the street lighting assets serving municipal customers, the Company first obtained the net plant value associated with all of the Company-owned street lighting assets by municipal tax area from its property records. Attachment Commission 1-7(b) includes the gross plant, the allocated reserve for depreciation, and net plant value associated with the assets booked in FERC Account 373 – Street Lighting and Signal System. This data was obtained from the Company's asset management system and reflects the value of the assets as of September 2013. The Company employs the mass plant convention of accounting for certain assets on a vintage year basis such as its investment in street light equipment, utility poles, and other components of the distribution system which are too numerous to practically track on an individual basis given the small relative value of each individual asset. This accounting treatment is an acceptable utility practice for such equipment.

Prepared by or under the supervision of: William R. Richer and Jeanne A. Lloyd

"Pricing methodology"

Commission 1-7, page 2

Next, it was necessary to allocate the net plant value for all street lighting assets between those assets leased to municipalities and those leased to all other customers, including residential and commercial customers, the federal government, and the State of Rhode Island. The allocation is based upon a billing analysis of luminaires and poles billed to all street and area lighting customers as of July 2013. This analysis is shown on Attachment Commission 1-7(a), page 4. Separate allocation factors are determined for Overhead Assets (based upon luminaire charges) and Underground Assets (based upon pole and standard charges). These allocation factors were then applied to the Overhead and Underground net plant values, by municipality, as shown on Attachment Commission 1-7(a), pages 2 and 3.

Attachment Commission 1-7(c) is an estimate of the lost revenue that would result if all Rhode Island municipalities purchased the street and area lighting assets serving their municipality. The lost revenue is calculated by estimating the current municipal customers' billings on Rate S-14, and subtracting from that amount an estimate of the charges that would be billed to each community on proposed Rate S-05 tariff.

The Company does not track operations and maintenance expense incurred by community. Please see the Company's response to Commission Data Request 1-6 for the total O&M expense recorded in FERC Accounts 585 and 596 for calendar years 2010, 2011, and 2012. Since the expense booked to these accounts includes the cost of maintaining street and area lighting assets for all customers, not all of the annual expense would be avoided if all eligible communities purchase the eligible street lighting assets.

Town	Sum of book_cost (a)	Sum of allocated_reserve (b)	Sum of net_book_value (c)	Municipal (d)	Other (e)
BARRINGTON Total	\$510,433	\$433,356	\$77,078	\$73,464	\$3,614
BRISTOL Total	\$951,815	\$822,722	\$129,093	\$126,437	\$2,656
BURRILLVILLE Total	\$176,459	\$138,693	\$37,766	\$17,701	\$20,065
CENTRAL FALLS Total	\$338,986	\$310,939	\$28,047	\$23,152	\$4,895
CHARLESTOWN Total	\$123,424	\$114,917	\$8,507	\$6,258	\$2,249
COVENTRY Total	\$1,377,135	\$1,223,751	\$153,384	\$148,951	\$4,433
CRANSTON Total	\$4,558,372	\$3,995,136	\$563,236	\$451,372	\$111,864
CUMBERLAND Total	\$3,012,821	\$2,780,807	\$232,014	\$161,323	\$70,691
EAST GREENWICH Total	\$964,618	\$842,002	\$122,617	\$121,695	\$921
EAST PROVIDENCE Total	\$2,058,893	\$1,742,819	\$316,075	\$190,234	\$125,841
EXETER Total	\$23,731	\$22,344	\$1,387	\$195	\$1,192
FOSTER Total	\$13,768	\$11,596	\$2,172	\$1,428	\$744
GLOCESTER Total	\$69,615	\$66,400	\$3,215	\$2,208	\$1,007
HOPKINTON Total	\$868,531	\$523,327	\$345,204	\$189,333	\$155,871
JAMESTOWN Total	\$208,025	\$179,384	\$28,641	\$28,158	\$482
JOHNSTON Total	\$1,624,354	\$1,417,314	\$207,040	\$200,822	\$6,217
LINCOLN Total	\$1,305,848	\$1,038,076	\$267,771	\$210,788	\$56,984
LITTLE COMPTON Total	\$24,937	\$24,138	\$799	\$277	\$522
MIDDLETOWN Total	\$585,638	\$440,042	\$145,596	\$91,355	\$54,241
NARRAGANSETT Total	\$730,224	\$660,574	\$69,650	\$65,373	\$4,277
NEWPORT Total	\$2,968,353	\$1,710,582	\$1,257,771	\$913,623	\$344,147
NORTH KINGSTOWN Total	\$1,157,833	\$958,875	\$198,958	\$143,358	\$55,600
NORTH PROVIDENCE Total	\$1,047,720	\$949,495	\$98,225	\$94,595	\$3,630
NORTH SMITHFIELD Total	\$521,807	\$421,481	\$100,326	\$67,957	\$32,370
PAWTUCKET Total	\$2,221,697	\$1,756,164	\$465,533	\$390,418	\$75,114
PORTSMOUTH Total	\$679,250	\$602,978	\$76,272	\$36,179	\$40,093
PROVIDENCE Total	\$16,032,567	\$13,096,959	\$2,935,608	\$2,766,218	\$169,390
RICHMOND Total	\$166,597	\$146,837	\$19,759	\$787	\$18,972
SCITUATE Total	\$699,184	\$689,712	\$9,472	\$3,226	\$6,246
SMITHFIELD Total	\$1,431,417	\$1,220,319	\$211,098	\$205,217	\$5,881
SOUTH KINGSTOWN Total	\$648,973	\$535,625	\$113,348	\$88,565	\$24,783
TIVERTON Total	\$466,670	\$389,031	\$77,638	\$65,380	\$12,259
WARREN Total	\$397,320	\$365,867	\$31,454	\$28,439	\$3,015
WARWICK Total	\$4,603,186	\$4,197,524	\$405,662	\$371,256	\$34,406
WEST GREENWICH Total	\$77,615	\$82,922	(\$5,307)	\$461	\$0
WEST WARWICK Total	\$1,183,840	\$1,122,172	\$61,667	\$59,394	\$2,273
WESTERLY Total	\$1,021,480	\$935,657	\$85,823	\$83,062	\$2,761
WOONSOCKET Total	\$2,533,528	\$2,384,703	\$148,825	\$107,195	\$41,629
Grand Total	\$57,386,662	\$48,355,240	\$9,031,422	\$7,535,853	\$1,501,338

- (a) Sum of Col (a), page 2 and Col (a), page 3
(b) Sum of Col (b), page 2 and Col (b), page 3
(c) Sum of Col (c), page 2 and Col (c), page 3
(d) Sum of Col (e), page 2 and Col (e), page 3, but not less than \$0
(e) Sum of Col (f), page 2 and Col (f), page 3, but not less than \$0

Calculation of Lost Revenue Resulting from Sale of All Municipal Lighting Assets

	Rate S-14 Luminair/Pole Charges (Municipal Accts) (a)	Municipal Acct kWhs @ S-05 Proposed kWh charge (b)	Lost Revenue (c)
Barrington	\$155,054	\$21,541	\$133,513
Bristol	\$197,955	\$29,656	\$168,299
Burrillville	\$28,441	\$5,805	\$22,636
Central Falls	\$102,698	\$27,847	\$74,852
Charlestown	\$23,601	\$4,470	\$19,131
Coventry	\$233,342	\$31,014	\$202,329
Cranston	\$889,062	\$196,436	\$692,626
Cumberland	\$344,600	\$60,116	\$284,484
East Greenwich	\$152,305	\$18,077	\$134,228
East Providence	\$483,280	\$98,782	\$384,498
Exeter	\$740	\$200	\$540
Foster	\$1,741	\$540	\$1,200
Glocester	\$11,211	\$1,824	\$9,386
Hopkinton	\$56,756	\$8,482	\$48,273
Jamestown	\$33,134	\$7,417	\$25,717
Johnston	\$364,391	\$59,783	\$304,608
Lincoln	\$306,405	\$48,501	\$257,904
Little Compton	\$698	\$112	\$586
Middletown	\$128,699	\$28,903	\$99,795
Narragansett	\$138,064	\$24,487	\$113,576
Newport	\$418,318	\$62,435	\$355,883
North Kingstown	\$230,932	\$47,137	\$183,795
North Providence	\$334,453	\$63,068	\$271,385
North Smithfield	\$171,973	\$23,423	\$148,549
Pawtucket	\$603,096	\$133,458	\$469,637
Portsmouth	\$74,243	\$16,305	\$57,938
Providence	\$2,500,601	\$678,312	\$1,822,289
Richmond	\$78	\$34	\$44
Scituate	\$23,515	\$3,634	\$19,881
Smithfield	\$213,207	\$28,778	\$184,429
South Kingstown	\$115,138	\$17,191	\$97,947
Tiverton	\$121,020	\$14,496	\$106,524
Warren	\$100,897	\$21,086	\$79,811
Warwick	\$782,217	\$117,892	\$664,325
West Greenwich	\$1,898	\$521	\$1,377
West Warwick	\$264,444	\$41,674	\$222,770
Westerly	\$290,834	\$65,088	\$225,746
Woonsocket	\$302,513	\$37,821	\$264,692
	\$10,201,550	\$2,046,346	\$8,155,205

- (a) Current Luminaire and pole charges multiplied by the inventory for each municipality
(b) Proposed Rate S-05 distribution charge multiplied by the kWh associated with each luminaire currently billed to each municipality
(c) Col (a) - Col (b)

Exhibit 5



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Direct Dial: 401-457-5146

April 2, 2019

Via Electronic Mail and Hand Delivery

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

**Re: Docket D-19-04 – In re: City of East Providence Rhode Island Streetlighting Petition
Agreed-Upon Statement of Facts**

Dear Ms. Massaro:

In accordance with the Procedural Schedule issued on March 12, 2019, enclosed for filing in the above-referenced docket are five (5) copies of the Agreed-Upon Statement of Facts submitted by The Narragansett Electric Company d/b/a National Grid, the City of East Providence, and the Advocacy Section of the Division of Public Utilities and Carriers.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Andrew S. Tugan

AST/ln
Enclosures

cc: Docket D-19-04 Service List

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

IN RE: CITY OF EAST PROVIDENCE RHODE ISLAND
MUNICIPAL STREETLIGHTING PURCHASE

Docket No.: D-19-04

AGREED-UPON STATEMENT OF FACTS

The Narragansett Electric Company d/b/a National Grid, the City of East Providence, and the Division of Public Utilities and Carriers Advocacy Section (Advocacy Section) submit this agreed-upon statement of facts in the above-referenced docket.

1. National Grid is an electric distribution company as defined in R.I. Gen. Laws §§ 39-1-2(12), 39-30-2.

2. The City of East Providence is a Rhode Island city that receives street lighting service from National Grid.

3. The governing tariff for a municipality's purchase of public street and area lighting is the Street and Area Lighting – Customer Owned Equipment S-05 tariff (the S-05 Tariff), currently at RIPUC No. 2190. A true and accurate copy of the S-05 Tariff is attached hereto as Joint Exhibit 1.

4. A true and accurate copy of Rhode Island Public Utilities Commission (PUC) Order No. 21704 in Docket No. 4442 is attached hereto as Joint Exhibit 2.

5. The City of East Providence and National Grid have not reached agreement on the terms of purchase for the public street and area lighting equipment in the City of East Providence (the Streetlight Assets), including but not limited to, the purchase price, the inventory of lights to be purchased, the terms of the agreement of sale, and the terms of the attachment agreement.

6. On or about July 29, 2016, East Providence sent a letter to National Grid stating that East Providence has decided to purchase its streetlight system pursuant to the Municipal

Streetlight Investment Act, R.I. Gen. Laws § 39-30-1 *et seq.* (the Act). East Providence requested the final purchase price and required closing documentation. A true and accurate copy of that letter is attached hereto as Joint Exhibit 3.

7. On or about August 11, 2016, National Grid provided East Providence with the e-mail and attachments attached hereto as Joint Exhibit 4.

8. On or about November 20, 2017, National Grid provided East Providence with the e-mail and attachments attached hereto as Joint Exhibit 5.

9. On or about May 30, 2018, National Grid provided East Providence with the e-mail and attachments attached hereto as Joint Exhibit 6.

10. On or about August 15, 2018, East Providence requested an updated purchase price for the Streetlight Assets. A true and accurate copy of that e-mail is attached hereto as Joint Exhibit 7.

11. On September 18, 2018 the East Providence City Council approved the purchase of the Streetlight Assets for up to \$218,000 provided that East Providence is able to simultaneously enter into an acceptable contract with Siemens. A true and accurate copy of the East Providence City Council September 18, 2018 Meeting Minutes is attached hereto as Joint Exhibit 8.

12. On or about November 8, 2018, National Grid provided East Providence with the e-mail and attachments attached hereto as Joint Exhibit 9.

13. Since April of 2017 the City of East Providence has placed a portion of its payment of National Grid and Direct Energy bills regarding streetlights into an escrow account.

14. RIPUC No. 2196, Terms and Conditions for Distribution Service, Section 13 provides that the Late Payment Charge accrues at the rate of 1.25 percent per month on any unpaid balance, including any interest charges, from the date of receipt until the date of payment.

Respectfully submitted,

The Narragansett Electric Company
d/b/a National Grid
By its Attorney,

/s/ Andrew S. Tugan
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City of East Providence,
By its Attorney,

/s/ Dylan Conley
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Advocacy Section of the
Division of Public Utilities and Carriers
By its Attorney,

/s/ Christy Hetherington
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Dated: April 2, 2019

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

/s/ Andrew S. Tugan
Andrew S. Tugan

April 2, 2019
Date

**Docket No. D-19-04 City of East Providence - Streetlighting Petition
Service List as of 4/1/2019**

Name/Address	E-mail	Phone
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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>	401-780-2107
	<u>John.spirito@dpuc.ri.gov;</u>	
Seth Handy, Esq.	<u>seth@handylawllc.com;</u>	
Jeff Broadhead,	<u>jb@wcrpc.org;</u>	

Joint Exhibit 1

RIPUC No. 2190
Sheet 1
Canceling RIPUC No. 2179

THE NARRAGANSETT ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)
RETAIL DELIVERY SERVICE

AVAILABILITY

Street and Area Lighting Service is available under this rate to any municipal city or town, any fire district, any regional school district, any municipal water utility board, Kent County Water Authority, Rhode Island Commerce Corporation, Quonset Development Corporation, Rhode Island Airport Corporation, Narragansett Bay Commission, and the State of Rhode Island (collectively, and each individually, hereinafter referred to as Customer) in accordance with the qualifications and specifications set forth below and all provisions and terms as further defined in applicable attachment agreements.

Customers who have received service under the Company's General Street and Area Lighting Rate S-14 or Decorative Street and Area Lighting Service Rate S-06 and (1) have purchased street and area lighting facilities, including dedicated poles, standards, or accessories pursuant to R.I.G.L. § 39-30-1 *et seq.*; or (2) have otherwise purchased street and area lighting facilities consistent with the requirements described in R.I.G.L. § 39-30-1 *et seq.*, shall be served under this rate, provided that the Customer has complied with all provisions and terms of the rates and any related attachment agreements. Service under this rate is contingent upon the execution of a written purchase and sale agreement for the Company's designated street and area lighting facilities, and dedicated poles, standards or accessories, the completed transfer of title to the facilities from the Company to the Customer, and the execution of and compliance with associated attachment agreements between the Customer and the Company. Any street and area lighting additions, removals, or replacements performed by the Customer shall be served on this tariff provided the Customer is compliant with all terms and provisions of this tariff and attachment agreements, and written notice is provided to the Company.

Service provided under this tariff shall be unmetered. The type of service supplied and delivery service voltage shall be determined by the Company in accordance with the Company's Specifications for Electrical Installations.

Street and Area Lighting Service under this rate does not include maintenance of street and area lighting equipment owned by the Customer. The Customer shall be responsible for providing maintenance, and absent a separate written contract between the Company and the Customer, the Company shall have no obligation to maintain facilities and equipment owned by the Customer.

STREET AND AREA LIGHTING – CUSTOMER-OWNED EQUIPMENT

RATE

The following are unmetered annual billable kWh delivered values for specific individual light source types functioning on a designated operating schedule for applicable customer-owned street and area lights. These annual billable kWh deliveries for the specified light source type/wattage and operating schedule shall be applied to customer-owned street and area lights that require annual kWh deliveries that are less than or equal to the values indicated below as determined by the Company.

1. Annual Billable kWh Deliveries

Incandescent & High Intensity Discharge (HID) Light Sources:

Light Source Type	Nominal Wattage	Billable Wattage	Annual Billable kWh Delivered Operating Schedule			
			Continuous	Dusk-To-Dawn	Dimming-70%	Part-Night-4hr
Incandescent (INC)	105	105	920	438	392	285
	205	205	1,796	856	766	557

RIPUC No. 2190
Sheet 2
Canceling RIPUC No. 2179

THE NARRAGANSETT ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)
RETAIL DELIVERY SERVICE

Incandescent & High Intensity Discharge (HID) Light Sources (continued):

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Operating Schedule</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Mercury Vapor (MV)	100	130	1,139	543	486	353
	175	211	1,848	881	789	573
	250	307	2,689	1,282	1,147	834
	400	477	4,179	1,991	1,783	1,295
	1,000	1,095	9,592	4,572	4,092	2,973
Metal Halide (MH)	400	451	3,951	1,883	1,685	1,224
	1,000	1,078	9,443	4,501	4,028	2,927
High Pressure Sodium (HPS)	50	61	534	255	228	166
	70	86	753	359	321	233
	100	118	1,034	493	441	320
	150	173	1,515	722	647	470
	250	304	2,663	1,269	1,136	825
	400	470	4,117	1,962	1,756	1,276

¹ Billable Wattage represents the total luminaire energy consumption including the ballast, control, and other applicable adjustments.

Solid State Lighting (SSL) Sources

Light Source Type: Light Emitting Diode (LED)

<u>Nominal Wattage² (Range)</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>				
		<u>Operating Schedule</u>				
		<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>	<u>Dimming-50%</u>
0.1 to 20.0	10	88	42	37	27	31
20.1 to 40.0	30	263	125	112	81	92
40.1 to 60.0	50	438	209	187	136	154
60.1 to 100.0	80	701	334	299	217	246
100.1 to 140.0	120	1,051	501	448	326	370
140.1 to 220.0	180	1,577	752	673	489	554
220.1 to 300.0	260	2,278	1,086	972	706	801

² LED Nominal Wattage includes the total device system wattage (LED array, driver, and control) and applicable adjustments. For billing purposes, a streetlight will be placed on an operating schedule based on the following: (1) if the streetlight's annual operating hour equivalent is no more than five (5) percent above the closest operating schedule's annual operating hour equivalent identified below in the Hours of Operation section, the streetlight shall be placed on that operating schedule; or (2) if the streetlight's annual operating hour equivalent is more than five (5) percent above the closest operating schedule's annual operating hour equivalent, the streetlight shall be placed on the operating schedule with the next highest annual operating hour equivalent.

RIPUC No. 2190
Sheet 3
Canceling RIPUC No. 2179

THE NARRAGANSETT ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)
RETAIL DELIVERY SERVICE

2. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service
Field/Office Survey Charge	See Attachment Agreement for Customer-Owned Street and Area Lighting Attachments

3. Rates for Retail Delivery Service

Customers receiving delivery service under this rate shall be charged the applicable charges contained in the Summary of Retail Delivery Rates, RIPUC No. 2095, as in effect from time to time.

RATE ADJUSTMENT PROVISIONS

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision
Energy Efficiency Program Provision
Infrastructure, Safety, and Reliability Provision
LIHEAP Enhancement Plan Provision
Long Term Contracting for Renewable Energy Recovery Provision
Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
Net Metering Provision
Pension Adjustment Mechanism Provision
Performance Incentive Recovery Provision
Qualifying Facilities Power Purchase Rate
Renewable Energy Growth Program Cost Recovery Provision
Residential Assistance Provision
Revenue Decoupling Mechanism Provision
Standard Offer Service Adjustment Provision
Storm Fund Replenishment Provision
Street Light Metering Pilot Cost Recovery Provision
Transition Cost Adjustment Provision
Transmission Service Cost Adjustment Provision

STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

GROSS EARNINGS TAX

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

DETERMINATION OF MONTHLY BILL

The monthly bill will be based on the following:

RIPUC No. 2190
Sheet 4
Canceling RIPUC No. 2179

THE NARRAGANSETT ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)
RETAIL DELIVERY SERVICE

1. ENERGY CHARGES

The Energy Charges for customer-owned street and area lighting are determined by multiplying the current energy rates by the aggregation of Billable kWh Delivered for each light per billing period.

The monthly billable kWh delivered shall be determined by allocating the Annual Billable kWh Delivered to each month based upon the Monthly Operating Hour Equivalents for lights and Operating Schedule as shown below. Applicable to lights under each Operating Schedule, the sum of the monthly billable kWh delivered for each light equals the annual billable kWh delivered in this tariff. Each month's daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in the month. The daily kWh amount is multiplied by the actual number of days for each month during the billing period as measured from the prior billing date to the current billing date, and then multiplied by the energy charges per kWh.

Hours of Operation

The Customer's street and area lighting may be operated for the hours and at the light level of the Customer's choice. However, for billing purposes all individual street and area lighting sources will be billed on an applicable Operating Schedule based upon the nature of the street and area lighting services as follows:

1. Continuous – Street and area lights operate continuously each day of the year, a total of approximately 8,760 hours each year.
2. Dusk-To-Dawn – Street and area lights operate daily at full energy requirements from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of no greater than 4,175 hours each year.
3. Dimming to 70% – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a time equal to the mid-point of the previous Dusk-To-Dawn service period, then an assumed 30% reduction in wattage and energy requirements for a period of reduced light output not to exceed four hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 2,715 hours at full energy requirements and 1,460 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,737 hours each year.
4. Part-Night – Street and area lights operate daily from approximately one-half hour after sunset then turn off at a time equal to the mid-point of the previous Dusk-To-Dawn service period and, as necessary, turn back on four hours later until approximately one-half hour before sunrise, a total of no greater than 2,715 hours each year.
5. Dimming to 50% – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a time equal to the mid-point of the previous Dusk-To-Dawn service period, then an assumed 50% reduction in wattage and energy requirements for a period of reduced light output not to exceed six hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 1,985 hours at full energy requirements and 1,095 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,080 hours each year.

For billing purposes, a streetlight will be placed on an operating schedule based on the following: (1) if the streetlight's annual operating hour equivalent is no more than five (5) percent above the closest operating schedule's annual operating hour equivalent identified below in the Hours of Operation section, the streetlight shall be placed on

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THE NARRAGANSETT ELECTRIC COMPANY
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RETAIL DELIVERY SERVICE

that operating schedule; or (2) if the streetlight's annual operating hour equivalent is more than five (5) percent above the closest operating schedule's annual operating hour equivalent, the streetlight shall be placed on the operating schedule with the next highest annual operating hour equivalent.

Customers requesting a change in Hours of Operation of a light due to installation or removal of a control device will be required to provide the estimated annual operating hours and energy reduction conditions it anticipates that the control device will provide as defined by the manufacturer's specifications. The Company will assign the Customer to the appropriate Operating Schedule based upon the Customer's light source type, billable wattage and expected annual operating hours.

Monthly Operating Hour Equivalents

The Monthly Operating Hour Equivalents provided below represents the equivalent time of full energy deliveries to an individual light following the defined Hours of Operation defined above:

Table of Monthly Operating Hour Equivalents (Hrs)

<u>Month</u>	<u>Days</u>	<u>Operating Schedule</u>				
		<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>	<u>Dimming-50%</u>
January	31	744	442	401	316	348
February	28	672	367	332	254	282
March	31	744	363	326	238	270
April	30	720	309	273	188	218
May	31	744	280	244	156	187
June	30	720	251	218	132	162
July	31	744	267	233	146	176
August	31	744	301	267	179	210
September	30	720	338	300	218	247
October	31	744	392	353	268	298
November	30	720	418	379	297	328
December	31	744	447	411	323	354
Annual	365	8,760	4,175	3,737	2,715	3,080

2. OTHER FEES AND CHARGES

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreements, or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

INVENTORY OF LIGHTS

The Customer shall be responsible for reporting to the Company the quantity, type of light source, Operating Schedule, type of luminaires by location, and the applicable Customer identification reference for all lights that are operating at any time. The Customer shall provide the Company with a complete listing of all luminaires served under this rate within thirty (30) days following the beginning of each calendar year of all facilities in-service as of December 31 of the preceding calendar year. Such reporting is necessary to ensure that the Company bills the Customer accurately for the cost of distribution, transmission, transition, energy efficiency, and any other applicable delivery service charges and, where appropriate, Standard Offer Service. The Company may perform random confirmation of operating lights in a municipality to ensure the accuracy of such reports. If the Customer fails to meet the referenced reporting requirements or the identification of unreported lights by the Company, the Company will bill the Customer for all charges that would have been billed pursuant to the provisions of the tariff, plus interest charges at a rate of one

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**THE NARRAGANSETT ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)
RETAIL DELIVERY SERVICE**

and one quarter percent per month, from the point in time that the change(s) was estimated to have occurred until the point in time when the change(s) is reflected in the Company's billing system.

TERMINATION OF SERVICE

If a Customer that has purchased designated Company street and area lighting facilities subsequently chooses to terminate the service provided by the Company under this tariff, the Customer must provide six months advance written notice of such termination.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Joint Exhibit 2

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: THE NARRAGANSETT ELECTRIC COMPANY :
D/B/A NATIONAL GRID TARIFF ADVICE FILING : DOCKET NO. 4442
FOR CUSTOMER-OWNED STREET AND AREA :
LIGHTING PROPOSAL :

REPORT AND ORDER

I. Background

On July 15, 2013, the Municipal Streetlight Investment Act (Act) was signed by Governor Lincoln D. Chafee. Codified at R.I. Gen. Laws § 39-30-1-5, the Act allows cities and towns to purchase the street lights for which it is currently billed by The Narragansett Electric Company d/b/a National Grid (National Grid), subject to certain conditions.¹ The premise behind the Act was that if cities and towns own the street lighting, they would be better able to control their costs by controlling the lighting schedule and maintenance.² The Act required National Grid, in consultation with the Office of Energy Resources, to “file the new tariff with the public utilities commission [PUC] within sixty (60) days of the effective date of this chapter and the commission shall then issue a decision within sixty (60) days after the filing to effectuate

¹ R.I. Gen. Laws § 39-30-3; <http://webserver.rilin.state.ri.us/Statutes/TITLE39/39-30/39-30-3.HTM> Section 39-30-3(a)(3) states: “[a]fter due diligence, including an analysis of the cost impact to the municipality, [the municipality may] acquire all of the public street and area lighting equipment of the electric distribution company in the municipality, compensating the electric distribution company as necessary, in accordance with subsection (b).” R.I. Gen. Laws § 39-30-3(b) states that: “[a]ny municipality exercising the option to convert its lighting equipment pursuant to subsection (a) must compensate the electric distribution company for the original cost, less depreciation and less amortization, of any active or inactive existing public lighting equipment owned by the electric distribution company and installed in the municipality as of the date the municipality exercises its right of acquisition pursuant to subsection (a), net of any salvage value. 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. Any contract a municipality enters for such services must require appropriate levels of training and certification of personnel providing pole service for public and worker safety, evidence of twenty-four (24) hour call capacity and a committed timely response schedule for both emergency and routine outages. The municipality may also request that the electric company remove any part of such lighting equipment that it does not acquire from the electric distribution company in which case the municipality shall reimburse the electric distribution company the cost of removal by the electric distribution company, along with the original cost, less depreciation, of the removed part, net of any salvage value.”

² R.I. Gen. Laws § 39-30-1; <http://webserver.rilin.state.ri.us/Statutes/TITLE39/39-30/39-30-1.HTM>

the purposes and provisions of this chapter.”³ The result would be that National Grid would have one set of tariffs for National Grid owned street lights and another for customer-owned street lights. After approval by the PUC of the alternative tariff, the Act provided that:

[a]ny dispute regarding the terms of the alternative tariff, the compensation to be paid the electric distribution company, or any other matter arising in connection with the exercise of the option provided in subsection (a), including, but not limited to, the terms on which space is to be provided to the municipality in accordance with subsection (c), shall be resolved by the division of public utilities and carriers [Division] within ninety (90) days of any request for such resolution by the municipality or any person involved in such dispute.⁴

Therefore, the role of the PUC under the Act is to review and approve tariffs and the role of the Division is to resolve disputes that might arise between the cities and towns and National Grid following approval of the tariffs.

II. National Grid’s Initial Filings

On September 17, 2013, National Grid filed with the PUC a Customer-owned Street & Area Lighting Proposal together with the direct testimony and schedules of its employees, Jeanne A. Lloyd, Manager of Electric Pricing, New England and John E. Walter, Principal Engineer in the outdoor Lighting & Attachments Group.⁵ The filing included the proposed Street and Area Lighting – Customer-Owned Equipment Rate S-05 tariff (proposed tariff), with supporting calculations and a new distribution rate for customers taking service under the proposed tariff.⁶

In her testimony, Ms. Lloyd indicated that the proposed tariff would apply to those municipal customers who choose to purchase all of the street and area lighting equipment currently leased to that municipality. National Grid would provide delivery service to the street lights while maintenance of the street lighting equipment would now be the municipal

³ R.I. Gen. Laws § 39-30-3(a)(1).

⁴ R.I. Gen. Laws § 39-30-3(e).

⁵ National Grid’s Tariff Advice Filing for Customer-Owned Street & Area Lighting Proposal; [http://www.ripuc.org/eventsactions/docket/4442-NGrid-LED-Tariff\(9-16-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-NGrid-LED-Tariff(9-16-13).pdf) (hyperlink also includes National Grid Ex. 1 and 2).

⁶ National Grid Ex. 1 (Prefiled Test. of Jeanne A. Lloyd) at 2 and Sched. JAL-1 (Sept. 17, 2013).

customer's responsibility.⁷ Ms. Lloyd explained that unlike the existing General Street and Area Lighting tariff, Rate S-14 and the Decorative Street and Area Lighting Service tariff Rate S-06, of which both include a luminaire charge to recover the costs associated with delivery of electricity, capital investment, street light-specific operation, and maintenance costs, the proposed tariff would not include the luminaire charge due to the transfer of responsibility from National Grid to cities and towns for ownership. Rather, under the proposed tariff, "customers would be charged a per-kWh distribution charge designed to recover only the cost of delivering electricity to customer-owned lighting equipment."⁸ The proposed per-kWh distribution charge would include recovery of investment in distribution system infrastructure, operations and maintenance, administrative and general costs, but not meters. In order to calculate the charge, Ms. Lloyd determined the revenue requirement associated only with the delivery of electricity to outdoor lighting customers using National Grid's allocated cost of service study approved by the PUC in 2012.⁹ According to Ms. Lloyd, any lost revenues to National Grid as a result of the installation of LEDs would be recovered through the revenue decoupling mechanism.¹⁰

Similar to the current lighting tariffs, under the proposed tariff, the rate would be an unmetered service, with an annual energy usage charge based on the type of light source and one of four different operating schedules. In addition to the current continuous and traditional dusk-to-dawn service, National Grid proposed two additional operating schedules allowing for reduced energy consumption based on customer installation of adequate control technology. The "[a]nnual energy associated with each operating schedule [would be] calculated based upon

⁷ *Id.* at 4.

⁸ *Id.* at 4-5.

⁹ *Id.* at 12-14.

¹⁰ *Id.* at 14-15.

assumed hours of operation and the light source/luminaire billable wattage.”¹¹ In addition, National Grid proposed a rate for LED luminaires based on one of six different wattage ranges that would be assigned to each installed LED luminaire based on its nominal wattage.¹²

Discussing the purchase of assets required in order to take service under the proposed tariff, Ms. Lloyd stated that in addition to the luminaires, lamps, photocells, and brackets, customers “would also be required to purchase any dedicated poles (and related foundations) upon which the only attached equipment is a street light, conductor (wire) installed exclusively for providing street lighting service, and underground street lighting equipment, such as conductor and conduit.”¹³ According to Ms. Lloyd, once assets are transferred to a municipality, the municipality would be responsible for maintaining a location identification reference of the lighting equipment and ensure industry standard labeling regarding wattage is affixed to the equipment.¹⁴ Ms. Lloyd anticipated that the municipality would notify residents and businesses of the change in ownership of the street lights and provide appropriate contact information regarding repair or maintenance. In the event National Grid were to receive a call regarding a transferred light, the customer service representative would advise the caller that he or she should contact the municipality to report the problem.¹⁵ National Grid proposed to allow cities and towns to transfer ownership back to National Grid at no cost upon providing six months’ notice.¹⁶ Finally, Ms. Lloyd indicated that National Grid “will require the customer to execute a license agreement that identifies, in greater detail, the rights and responsibilities associated with service under the [proposed tariff].”¹⁷

¹¹ *Id.* at 5.

¹² *Id.* at 7-8. LED stands for light emitting diode.

¹³ *Id.* at 8-9 (parentheses in original).

¹⁴ *Id.* at 10.

¹⁵ *Id.* at 10-11.

¹⁶ *Id.* at 11.

¹⁷ *Id.* at 12.

Mr. Walter discussed the development of the operating schedules in the proposed tariff. He explained the hours of operation schedule as being defined by “several approximate annual operating hour values which represent upper bound operating time limitations required to determine unmetered energy consumption of individual lights.”¹⁸ Acknowledging that the schedules were “arbitrarily developed” using reasonably priced control technology that is readily available in the market, Mr. Walter believed the schedules to be “rational.”¹⁹ In addition to the current dusk-to-dawn and continuous operating schedules, National Grid proposed a dimming schedule where the lights would stay on for the same period as the dusk-to-dawn schedule, but at a reduced level for five and a half hours, returning to full output one half hour before dawn and part-night schedule where the lights would turn off at the midpoint for five and a half hours, returning to full output one half hour before dawn.²⁰ Because the lights would continue to be unmetered, the billing would be based on a total number of annual hours divided by the days in the billing cycle.

According to Mr. Walter, National Grid recognized that customers may desire more operating schedules and technology choices but, he stated, “the administration of the proposed limited number of operating schedules in addition to the traditional schedules for the prospective population of customer owned street and area lights is manageable without incurring excessive costs.”²¹ However, Mr. Walter indicated that if, in the future, there is sufficient customer demand for a product that has reached a reasonable level of industry standardization the tariff could be amended to include those products.²² For LED lighting which, due to continual efficiency gains, has not yet reached an adequate level of industry standardization, Mr. Walter

¹⁸ National Grid Ex. 1 (Prefiled Test. of John E. Walter) at 5.

¹⁹ *Id.* at 5-6.

²⁰ *Id.* at 6-8.

²¹ *Id.* at 8-14.

²² *Id.* at 14.

explained that National Grid's proposal is to "use [six] moderate wattage ranges to normalize these variables" based on a sampling of available products. The billing would be based on the midpoint of each of the six wattage ranges which, Mr. Walter indicated, would "generally yield[] a somewhat lower wattage amount, thereby providing some recognition of the continually improving efficacy and efficiency performance of LED technology."²³

Discussing other charges in the proposed tariff, Mr. Walter indicated that the Lighting Service Charge is a charge to customers when National Grid needs to energize, re-energize or de-energize the customer's equipment. According to Mr. Walter, this charge would be necessary until the customer installs a fuse device.²⁴ A proposed field survey charge was proposed to compensate National Grid for expenses incurred during a site visit determining the feasibility of an attachment or underground service connection to National Grid's distribution system.²⁵ Finally, because the assets would be transferred "as is", make ready charges were proposed where current installations conform to older standards which need to be upgraded for new installations.²⁶ Customers would be required to execute a License Agreement to "address the roles and responsibilities of both parties relative to the identified issues"²⁷

III. Intervenor's Initial Filings

A. Municipalities' Prefiled Testimony

On October 31, 2014, the Rhode Island League of Cities and Towns and Washington County Resources Planning Council (collectively, Municipalities) submitted a memorandum of law and the Prefiled testimony of Daniel T. Carrigg, of Belenus LLC, a consultant and George A. Woodbury, a consultant with a background in public works. In his testimony, Mr. Carrigg

²³ *Id.* at 15-16.

²⁴ *Id.* at 18, 21-22.

²⁵ *Id.* at 18-19.

²⁶ *Id.* at 19-20.

²⁷ *Id.* at 20.

questioned the method of calculating hours of operation in the dimming schedules. Performing the calculations described by National Grid's witnesses did not equate to the rates in the proposed tariff.²⁸ Mr. Carrigg indicated that a single dimming schedule would cause the Municipalities to lose out on certain safety, energy, and cost savings available by various technologies, but if only one dimming schedule were approved, it should be for a 50% dimming schedule rather than a 70% dimming schedule.²⁹ Next, Mr. Carrigg took issue with the proposed requirement that the customer install fuses on each fixture and immediately replace the National Grid property tags with municipal property tags as excessively expensive.³⁰ Finally, Mr. Carrigg questioned the accuracy of National Grid's inventory listing and related pricing provided to the PUC during discovery.³¹

Mr. Woodbury summarized the process by which communities decide whether to purchase the street lights in Massachusetts. He then indicated that in Massachusetts, there are no pole attachment fees for poles where there is more than one attacher. According to Mr. Woodbury, if the street lighting rate is set properly, the utility would capture the costs of the pole in that rate, thus making a separate attachment fee unnecessary.³² Mr. Woodbury advocated for the addition of a rate that would allow a customer to utilize individual street light controls, allowing not just for the control of the light, but for metered usage.³³

Similar to Mr. Carrigg, Mr. Woodbury believed there should be no requirement that street lights be fused. He stated that "[i]n [fifteen communities in] Massachusetts over 100,000 street

²⁸ Municipalities Ex. 3 (Prefiled Test. of Daniel T. Carrigg) at 4-5; [http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-ExhA-Carrigg\(10-31-13\)..pdf](http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-ExhA-Carrigg(10-31-13)..pdf)

²⁹ *Id.* at 6.

³⁰ *Id.* at 7-8.

³¹ *Id.* at 9-10.

³² Municipalities Ex. 5 (Prefiled Test. of George Woodbury) at 5-6.

[http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-ExhC-Woodbury\(10-31-13\)..pdf](http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-ExhC-Woodbury(10-31-13)..pdf)

³³ *Id.* at 6-7, 12-13.

lights without fuses are maintained by either contractors or municipal employees.”³⁴ Next, Mr. Woodbury maintained that the definition of material change has been too broadly defined to require “make ready” work when none is truly necessary and “make ready” work should be limited to alterations of street lights that will increase the load on the pole.³⁵ Mr. Woodbury indicated that if a proposed installation is lighter or equal in weight, has a same or better power factor, and a lower cross section wind area, it should be considered an in kind replacement only requiring notification to National Grid with the new wattage and fixture type.³⁶ According to Mr. Woodbury, requiring “make ready” work to de-energize and energize the circuit prior to the installation of a fuse is a new practice by National Grid and increases the cost to the customer, which he contended is an unnecessary practice and not in accordance with industry standards.³⁷

Addressing the proposed LED rates, Mr. Woodbury opined that the proposal would cause customers to be overcharged based on a 1998 Massachusetts study which showed that the most common streetlight in National Grid’s territory is 3500 to 4000 lumens. According to Mr. Woodbury, assuming the distribution to be similar in RI, the majority of the street lights would be replaced with an LED ranging from 14.61 watts to 24 watts. However, under National Grid’s proposal that would bill a 0-50 watt LED lamp at 25 watts, the light would be billed higher than its rating. The second most common 100 watt street light would be replaced with a 53 watt LED and would be billed at 75 watts.³⁸ In support of his contention that the customers would be overcharged, he stated that he “believe[d] the inventory in RI will reflect a similar distribution of lamp types and wattages [as in Massachusetts].”³⁹ Furthermore, Mr. Woodbury echoed Mr.

³⁴ *Id.* at 7-8.

³⁵ *Id.* at 8.

³⁶ *Id.*

³⁷ *Id.*

³⁸ *Id.* at 9-10.

³⁹ *Id.* at 9.

Walter's testimony that the LED efficiencies are increasing rapidly, thus concluding that the over-charges would be exacerbated over time.⁴⁰ He also indicated that he was unable to understand the calculation of the proposed distribution charges and was seeking additional information.⁴¹

Next, Mr. Woodbury asserted that in Rhode Island, there is no need for tagging of equipment where communities are required to purchase all of the street lights. He compared this to Massachusetts where communities can choose to purchase a portion of the street lights. He agreed that in these instances, tagging is important so that ownership and responsibility is clearly demarcated.⁴² However, he stated that "[t]agging should be limited to the minimum necessary for outage reporting. Beyond that the persons working on the system have more than adequate knowledge to understand the division of ownership."⁴³ According to Mr. Woodbury, ownership and the related responsibilities can be explained to customers by National Grid and/or the municipality when calls from customers are received.⁴⁴

Finally, Mr. Woodbury stated that National Grid should not be allowed to terminate a license for the street lights at will. Nor, according to Mr. Woodbury, is National Grid's refusal to assign easements reasonable. He compared this to NSTAR which allows for assignment of any easements in Massachusetts.⁴⁵

B. Energy Efficiency & Resources Management Council's (EERMC) Comments

On November 1, 2014, EERMC submitted comments of its consultant team, highlighting the goals it believed the tariff should meet and the extent to which it believed the tariff did not

⁴⁰ *Id.* at 10.

⁴¹ *Id.* at 13.

⁴² *Id.* at 10.

⁴³ *Id.* at 11.

⁴⁴ *Id.*

⁴⁵ *Id.* at 11-12.

meet the goals. EERMC indicated that if all street lights were converted to LED technology, approximately 49,200 MWh of energy would be saved annually, with an additional 20% if individual control technology were employed.⁴⁶ The goals of the tariff, according to EERMC should be to “[o]ffer a fair and reasonable process for [cities and towns] to pursue improved street lighting energy efficiency, including the use of LED street lighting and controls [and] [p]rovide [cities and towns] the true economic and environmental benefit of more energy efficient street lighting and controls.”⁴⁷ EERMC determined that the proposed tariff partially met these goals, but contained an unduly burdensome process for the cities and towns to follow, did not include adequate flexibility in the operating schedules, and did not allow for maximization of the economic benefits that could be gained from certain types of advanced lighting controls.⁴⁸

C. Office of Energy Resources’ (OER) Memorandum

OER expressed concern that the proposed tariff and standard agreement “would effectively dissuade cities and towns from changing the status quo and pursuing their statutory option to own street lighting.”⁴⁹ OER urged the PUC to consider as part of its review, not just the proposed tariff, but also the proposed contract terms, including the closing documents. According to OER, the proposed standard contract and licensing agreements includes fees and embedded costs along with other provisions that may be burdensome or unreasonable. Therefore, OER maintained that they were intertwined with the tariff and should be considered

⁴⁶ EERMC Ex. 1 at 1; <http://www.ripuc.org/eventsactions/docket/4442-EERMC-Comments.pdf>

⁴⁷ *Id.* at 2.

⁴⁸ *Id.*

⁴⁹ OER Ex. 1 at 1; http://www.ripuc.org/eventsactions/docket/4442-OER-Memorandum_11-1-13.pdf

together. OER recommended the PUC order the parties to negotiate the contract terms and return with either negotiated documents or a list issues in dispute to be decided by the PUC.⁵⁰

Attached to and referenced in its memorandum was a copy of OER's comments on National Grid's proposed tariff made prior to filing with the PUC to which National Grid responded, indicating that it could not incorporate any of OER's suggestions but for a change in the dimming percentage. OER included this material because pursuant to R.I. Gen. Laws § 39-30-3(a)(1), National Grid was required to consult with OER regarding its tariff prior to filing it with the PUC.⁵¹

IV. National Grid's Rebuttal Testimony

On November 21, 2014, National Grid filed the rebuttal testimonies of Ms. Lloyd and Mr. Walter in response to the issues raised by the Municipalities in their Prefiled testimony. Ms. Lloyd explained that the asset management system "can provide an accurate value for all lighting assets currently in service. However, this system cannot determine the location and value associated with any individual light that is currently in service."⁵² She also explained that the purchase price provided in National Grid's response to PUC data request 1-7(a) was illustrative, premised on all cities and towns purchasing the street lights at once. If a municipality wished to purchase the street lights, it would have to notify National Grid and at that time, National Grid would determine the actual net book value of the assets in that community based on the actual billing accounts. Currently, the asset management system includes in municipal accounts housing authorities, parks departments, cemeteries and regional school districts which may be billing entities separate from the municipal government, but coded the same for inventory

⁵⁰ *Id.* at 2-5.

⁵¹ OER Ex. 1 at 3.

⁵² National Grid Ex. 4 (Rebuttal Test. of Jeanne A. Lloyd) at 2; [http://www.ripuc.org/eventsactions/docket/4442-NGrid-Rebuttal\(11-21-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-NGrid-Rebuttal(11-21-13).pdf)

purposes.⁵³ Finally, Ms. Lloyd explained in more detail the allocation of plant and costs used to derive the revenue requirement for the street lighting rates.⁵⁴

Mr. Walter responded to the concern that the proposed tariff was designed to dissuade cities and towns from purchasing the street lights by indicating that once the street lights are purchased, they will be treated as any other pole attachment.⁵⁵ Mr. Walter reiterated that the operating schedules included in the proposed tariff “can be implemented within the constraints of the billing system [and] meet the requirements of the Act.” Additional schedules, according to Mr. Walter, would require costly and time consuming upgrades to National Grid’s billing system.⁵⁶ Responding to Mr. Carrigg’s criticism of the dimming rate, Mr. Walter noted that National Grid had selected the 70% dimming rate in lieu of the 50% dimming rate in response to comments from OER. He claimed that if National Grid uses a 50% dimming rate, customers would not receive a benefit if they choose to dim further.⁵⁷

Addressing the accuracy of hours of operation, Mr. Woodbury explained that National Grid’s premise is that with an unmetered service, the actual hours of operation are necessarily estimated. He explained that in developing the values for the proposed tariff, National Grid needed to ensure consistency with previously approved street lighting tariffs. However, he did concede that there was an inconsistency in Ms. Lloyd’s rate section of the proposed tariff and indicated the correct value, as reflected in Mr. Walter’s schedules, would be reflected in the compliance tariff.⁵⁸ Mr. Woodbury recognized the concern that, due to the manner in which National Grid proposed to bill LEDs, using a mid-range for each type of LED listed, customers

⁵³ *Id.* at 3-5.

⁵⁴ *Id.* at 6-9.

⁵⁵ National Grid Ex. 5 (Rebuttal Testimony of John E. Walter) at 2.

[http://www.ripuc.org/eventsactions/docket/4442-NGrid-Rebuttal\(11-21-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-NGrid-Rebuttal(11-21-13).pdf)

⁵⁶ *Id.* at 2-3.

⁵⁷ *Id.* at 4-5.

⁵⁸ *Id.* at 6-7.

may be over-billed while others under-billed. Therefore, he proposed that as customers begin using LEDs, an assessment of the performance of the LEDs can be conducted so that billable wattages can be better aligned to actual performance.⁵⁹ Addressing “smart photocell” or adaptive “control” technology, Mr. Woodbury stated, “[c]urrently, the technology lacks interoperability, facility compatibility, function variability, communication protocol standards, operating programming, and data communications security, along with impacting the Company’s data collection processes and protocols, system interfaces, and billing system configuration and processing. Additionally, metering accuracy has not been verified and/or deemed compliant with applicable regulatory requirements.”⁶⁰

V. Negotiations – November 5, 2013 Report

On November 5, 2013, at a pre-hearing conference, the parties were directed by PUC and Division counsel to meet over the following two weeks to engage in good faith negotiations regarding (1) tariff provisions and (2) closing documents. A status report was to be filed following the negotiations to advise the PUC and Division of where agreement had been reached and where agreement had not been reached. In the event tariff provisions were changing as a result of negotiations, a redlined version was to accompany the report. The scope of the PUC’s review had not been formally finalized and thus, the parties were encouraged to attempt to work out as many details as possible prior to the hearing. The Municipalities, OER and EERMC had not waived their right to argue for an expanded scope and National Grid had not waived any right to object to the scope of the PUC’s review at the hearing in this matter.⁶¹

On November 21, 2013, National Grid filed its status report of the negotiation meetings relative to tariff issues and to the closing documents, which include an agreement of sale, an

⁵⁹ *Id.* at 10-11.

⁶⁰ *Id.* at 9-10.

⁶¹ Second Procedural Schedule; <http://www.ripuc.org/eventsactions/docket/4442-ps-revised.pdf>

overhead license agreement, and an underground license agreement. First addressing the tariff issues, specifically starting with the metering issue, National Grid stated that it was not feasible to offer metering in the proposed tariff because it would be a fundamental shift in the type of service offered and would raise many questions of implementation. Additionally, National Grid indicated that its systems are not configured to capture metered usage data and bill for that usage. Finally, National Grid expressed concerns about cost recovery related to such a change. However, National Grid expressed a willingness to discuss a limited pilot program, “and in that discussion, evaluate the cost, processes, practicality, and timing (start and end date) of various options that may be identified during those discussions.”⁶²

With regard to the inventory issue, National Grid indicated that it provided the most accurate data available and would provide more accurate inventories when a municipality provides notice to National Grid that it wishes to commence the purchase process. However, National Grid noted that it will be the municipality’s responsibility to confirm the inventory. National Grid did agree to revise proposed tariff language related to penalties to cities and towns for not reporting all changes to inventory.⁶³

National Grid refused to modify the dimming and part-night schedules in the proposed tariff arguing that it would have to consider capital investments in the billing system to make such changes.⁶⁴ However, with regard to the proposed wattage billing, National Grid requested a counterproposal from the Municipalities for consideration.⁶⁵ Finally, National Grid indicated

⁶² National Grid’s Status Rep. at 2 (Nov. 21, 2013); [http://www.ripuc.org/eventsactions/docket/4442-NGrid-StatusRept\(11-21-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-NGrid-StatusRept(11-21-13).pdf)

⁶³ *Id.*

⁶⁴ *Id.* at 3.

⁶⁵ *Id.*

that Ms. Lloyd and Mr. Woodbury would be meeting to discuss the operation and maintenance allocation used in developing the proposed rates.⁶⁶

Turning to the issues related to the closing documents, National Grid agreed to review revised indemnification language to be proposed by the Municipalities.⁶⁷ National Grid maintained its original position regarding work required by National Grid when a municipality will work on its customer-owned lights. However, National Grid did agree to further discuss the intervenors' concerns to possibly amend the language in the agreement.⁶⁸ National Grid also did not agree to any changes related to the process for removal of poles and related infrastructure.⁶⁹ The parties did not reach resolution on the provision related to National Grid's ability to terminate a license at will.⁷⁰ Addressing the assignment of easements, approvals, and warranties, National Grid maintained it would not be practical to assign all easements and approvals due to the cost associated with identifying each one and negotiating individual transfers of each agreement. However, National Grid agreed to look at the issue further.⁷¹ National Grid stated that labeling will be required, but that National Grid would "work with the [M]unicipalities to develop a mutually acceptable ownership labeling system."⁷² Finally, while continuing to assert that the closing documents are outside the scope of the PUC proceeding and while reserving the objection, National Grid indicated that it would review the closing documents to determine if and how they might be simplified.⁷³

⁶⁶ *Id.* at 4.

⁶⁷ *Id.*

⁶⁸ *Id.* at 5.

⁶⁹ *Id.*

⁷⁰ *Id.* at 6.

⁷¹ *Id.*

⁷² *Id.* at 7.

⁷³ *Id.*

VI. Division of Public Utilities and Carriers' Initial Review

On November 26, 2014, the Division submitted a memorandum from its consultant, Richard Hahn from La Capra Associates. Mr. Hahn made one downward adjustment to National Grid's proposed delivery-only rate such that the rate would be established in a manner consistent with the other rates charged by National Grid. He noted that National Grid had proposed setting a rate based upon the full cost of service for the rate class, but that this would result in only one rate being set based on the full cost of service while leaving the other rates unchanged.⁷⁴ He believed that requiring metering services immediately would be premature and that a limited pilot program represents a reasonable approach to "evaluate the practicality, timing, and cost of such metering services." Mr. Hahn opined that "adding metering capability to this rate will increase costs and result in a higher rate being charged by [National Grid]."⁷⁵

Addressing the scope of the proceeding, Mr. Hahn believed that the "closing documents" should be reviewed in the PUC proceeding to minimize future disputes.⁷⁶ Mr. Hahn supported the negotiated change to the inventory penalty from termination to a recalculated charge with interest. He also supported National Grid's requirement that fused disconnects should be installed, noting that "[a]ll other devices connected to a utilities [sic] distribution system but not owned by the utility...require some disconnection device" and he found no reason to require less from the street light attachments.⁷⁷ He did not support National Grid's ability to remove poles that are no longer of use to National Grid, but which may have a light attached to it. Rather, he suggested requiring National Grid to offer to sell the pole to the municipality prior to removal.⁷⁸

⁷⁴ Division Ex. 2 (Mem. of Richard Hahn) at 3-5; http://www.ripuc.org/eventsactions/docket/4442-DPU-Hahn-Memo_11-26-13.pdf

⁷⁵ *Id.* at 6.

⁷⁶ *Id.* at 5.

⁷⁷ *Id.*

⁷⁸ *Id.* at 7.

He maintained that National Grid “should be required to attempt to transfer [attachment rights, easements, and regulatory approvals] if cost of acquiring these rights were included in the plant costs of the lighting facilities being purchased. However, it would be reasonable for [National Grid] to recover any reasonable costs as part of the purchase price.”⁷⁹ Finally, Mr. Hahn supported National Grid’s requirement for labeling, noting that National Grid had agreed to work with the [M]unicipalities on the issue.⁸⁰

VII. Municipalities’ Surrebuttal Testimony

On November 27, 2014, the Municipalities filed Mr. Carrigg’s surrebuttal testimony in response to National Grid’s rebuttal. In his surrebuttal, Mr. Carrigg expressed concern that cities and towns have already paid for the street lights. He based this on his calculation that one year of lost revenue is higher than the estimated sale price of the street lighting assets.⁸¹ Mr. Carrigg also explained that he had performed calculations that indicated cities and towns would realize a minimum of 15% savings on street lighting costs by purchasing the assets and arranging for private maintenance.⁸² Mr. Carrigg alleged that there was a discrepancy between National Grid’s costs and the revenue from the towns which was not addressed by the PUC in rate cases.⁸³ Finally, Mr. Carrigg reiterated the Municipalities’ concern with the Lighting Service Charge, requiring National Grid’s presence where work is being done on street lights without a disconnect device attached, maintaining that the proposed fees would add \$20 million to the cost to the Municipalities, outweighing the savings the Municipalities expect to realize from the purchase of the assets.⁸⁴

⁷⁹ *Id.* at 7.

⁸⁰ *Id.* at 8.

⁸¹ Municipalities Ex. 6 (Surrebuttal Test. of Danial T. Carrigg) at 3.

⁸² [http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-Surrebuttal\(11-27-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-Surrebuttal(11-27-13).pdf)

⁸³ *Id.* at 4.

⁸⁴ *Id.* at 5.

⁸⁴ *Id.*

VIII. Hearing⁸⁵

A. Motion to Compel

The PUC allowed oral argument on the Municipalities' Motion to Compel certain information and National Grid's objection. The issue was a dispute over the scope of the PUC's review, namely, whether ancillary documents should be incorporated into the tariff, subject to review and approval by the PUC. After considering the arguments from the Municipalities and National Grid, the PUC overruled National Grid's objection and granted the Motion to Compel, stating that the PUC could not determine the scope of its jurisdiction in the proceeding until completion of the hearing. Therefore, the PUC would keep the scope broad to include consideration of the agreements as part of the hearing.⁸⁶

B. Evidentiary Hearing

National Grid presented Ms. Lloyd and Mr. Walter in support of the proposed tariff. Ms. Lloyd made corrections to the delivery service tariff to account for a formula and spreadsheet error. She indicated that those corrections would appear in the compliance tariffs. She also provided a general overview of the tariffs.⁸⁷ Mr. Walter explained that the billing model for street lights using the existing technology is the same as in the current street lighting tariffs. Discussing LED technology, he stated that because of the number of manufacturers of various components, there is not the same level of standardization of output as with the traditional lighting options. Therefore, the tariff contains various operating schedule thresholds such that the customer may choose to operate their lights in any manner they desire. The threshold

⁸⁵ Raquel Webster, Esq. and Thomas Teehan, Esq. appeared on behalf of National Grid. Seth Handy, Esq. appeared on behalf of the Municipalities. Daniel Majcher, Esq. represented OER while Leo Wold, Esq. Assistant Attorney General, represented the Division and Cynthia Wilson-Frias, Esq., represented the PUC.

⁸⁶ Tr. 12/3/13 at 36-39.

⁸⁷ *Id.* at 41-43, 46-48.

operating schedule would govern the number of hours for which the customer is billed.⁸⁸ This was important because of the speed by which the LED technology is advancing, to the extent that within one single year, the same product will be likely able to produce the same amount of lumens using lower wattage. Therefore, because of the uncertainty in the products that will ultimately be chosen over time by cities and towns, the adoption of wattage ranges, or the threshold operating schedule, is the most administratively efficient means of calculating an accurate unmetered bill.⁸⁹

Discussing the Division's recommendation that National Grid should offer to sell a distribution pole containing a municipally-owned light to the municipality if National Grid no longer needs it for the distribution system, Mr. Walter indicated that National Grid agreed to consider the proposal on a case-by-case basis.⁹⁰ Next, Mr. Walter explained that National Grid had agreed to change the "inventory penalty provision" to a billing adjustment.⁹¹ The tariff would also be modified to include seven wattage ranges rather than six to reflect the lower wattage options in the market. In other words, National Grid would include an additional range between the 0.1 and 300 watts after receiving feedback from the Municipalities.⁹² National Grid agreed to work with the parties to address the labeling of customer-owned street lights.⁹³ Specifically, National Grid agreed to allow the labeling to be replaced within a ten year time frame to be performed simultaneously with the installation of the disconnect device. Mr. Walter stated that it would make sense for the labeling to be performed when a customer conducts a visit to each streetlight.⁹⁴ Finally, National Grid agreed to allow the disconnect devices to be installed

⁸⁸ *Id.* at 52-54.

⁸⁹ *Id.* at 91.

⁹⁰ *Id.* at 57-58.

⁹¹ *Id.* at 58-59.

⁹² *Id.* at 59-60, 118.

⁹³ *Id.* at 60.

⁹⁴ *Id.* at 108-10.

under live conditions as long as the municipality can provide certification that the contractor performing the work is sufficiently qualified.⁹⁵

National Grid also agreed to consider a limited pilot to review the adaptive controls to determine the “relevancy of the metering capability.”⁹⁶ In response to cross examination, he stated that he personally assumed that the technology will advance sufficiently in the future and will be adopted in some form such that accurate and actual consumption can be recorded.⁹⁷ However, he reiterated that National Grid’s management systems, infrastructure, billing models and regulatory perspective do not support processing usage information provided by the customer.⁹⁸ He opined, “from a strictly personal perspective,” sufficient advancement of the technology is still five years out.⁹⁹ He stated that National Grid is willing to discuss a pilot to define the roles of the parties involved.¹⁰⁰

Turning to the sales agreement and licensing agreements (attachment agreements), Mr. Walter characterized the licensing agreements as a document which specifies the roles and responsibilities of National Grid and the customer associated with the street light attachments.¹⁰¹ As part of the transfer of assets, Mr. Walter explained that National Grid will transfer easements, rights and warranties, but cannot provide documentation.¹⁰² According to Mr. Walter, the Company is generally proposing to apply the same attachment standards to cities and towns purchasing the street lights as other third parties with pole attachments. However, he described the street light attachments as somewhat unique because the specific designated space on the

⁹⁵ *Id.* at 60-61.

⁹⁶ *Id.* at 60, 209. On redirect, Mr. Walter indicated that it would not be efficient to deploy adaptive technology or metering in a piecemeal application. *Id.* at 209.

⁹⁷ *Id.* at 95.

⁹⁸ *Id.* at 98.

⁹⁹ *Id.* at 149.

¹⁰⁰ *Id.* at 151.

¹⁰¹ *Id.* at 110.

¹⁰² *Id.* at 113-16.

poles is in very close proximity to the power lines. Therefore, he stated that there are unique provisions of the attachment agreements for street lights that would not be included in the communications' attachment agreements.¹⁰³

With regard to make ready work and field charges, Mr. Walter stated that the street light owner/municipality will be subject to the same policies and procedures as other third party attachment owners.¹⁰⁴ He clarified that in general, if a municipality is proposing to change an asset that does not appear to have an impact on the pole, then a field study would not be necessary. He stated that the charges are to capture the cost that "isn't part of our daily business that's captured and encompassed within the cost of doing business that's associated with delivering electricity to all other customers."¹⁰⁵ The cost is specific to the customer seeking the attachment to National Grid's infrastructure where an engineering assessment is required.¹⁰⁶

Specifically discussing the requirement in the attachment agreements that there be a disconnect device installed, Mr. Walter indicated that a disconnect device is required for all other attachments.¹⁰⁷ He maintained that such a requirement is in compliance with the National Electric Safety Code.¹⁰⁸ He disputed Mr. Walter's testimony that disconnect devices are not required in Massachusetts, indicating that all current license agreements require the installation of disconnect devices over a ten-year period.¹⁰⁹ He explained that a customer could change a light bulb without contacting National Grid or installing a disconnect device, but that a material

¹⁰³ *Id.* at 128-29, 134-35.

¹⁰⁴ *Id.* at 141.

¹⁰⁵ *Id.* at 202.

¹⁰⁶ *Id.*

¹⁰⁷ *Id.* at 160, 168.

¹⁰⁸ *Id.* at 163. Mr. Walter explained that street lights do not currently have disconnect devices because they are owned and maintained by National Grid using personnel qualified to work under live situations. *Id.* at 160-61.

¹⁰⁹ *Id.* at 172.

change, such as changing out a physical asset, such as a luminaire or bracket, would necessitate installation of the disconnect device.¹¹⁰

Addressing the rate design of the proposed distribution rate, Ms. Lloyd explained that she had proposed a rate that would move the class toward its true cost of service. She made an allocation of the low income subsidy and other adjustments based on the rate cap increase resulting from the approved settlement in National Grid's most recent base rate case.¹¹¹ Noting that the Division's recommended adjustments were reasonable, Ms. Lloyd nonetheless maintained that it would be reasonable to introduce a new rate on an optional service on a cost-based application. The result would be less lost revenue to recover from all customers in the decoupling mechanism as a result of the loss of revenue from this rate class.¹¹²

The Municipalities presented Mr. Carrigg and Mr. Woodbury for cross examination. Mr. Woodbury explained that a city or town can save money by owning street lights due to the reduced cost of providing maintenance through a third-party contractor. Additionally, Mr. Woodbury indicated that the city or town can exercise greater control over restoration or repair of lighting through the use of a dedicated contractor.¹¹³ He stated that he was unaware of any safety issues with the use of an independent contractor.¹¹⁴

Mr. Woodbury recognized that a utility may not embrace LED lighting at this time due to the rapid growth in the industry with yet unproven results.¹¹⁵ Despite the recent drop in cost,

¹¹⁰ *Id.* at 166, 203-04.

¹¹¹ *Id.* at 185-86. See Docket No. 4323 (In re: Application of The Narragansett Electric Company d/b/a National Grid for Approval of Change in Electric and Gas Base Distribution Rates), Settlement Agreement at 8. [http://www.ripuc.org/eventsactions/docket/4323-NGrid-Settlement-Book1\(10-19-12\).pdf](http://www.ripuc.org/eventsactions/docket/4323-NGrid-Settlement-Book1(10-19-12).pdf) (limiting the percentage rate increases for certain customer classes).

¹¹² Tr. 12/3/13 at 186-87.

¹¹³ *Id.* at 224-25.

¹¹⁴ *Id.* at 225.

¹¹⁵ *Id.* at 226-27.

LED lighting is still more expensive to install than the current lighting technology.¹¹⁶ He noted that it could be difficult for a utility to appropriately structure its rates to recover the costs.¹¹⁷ However, according to Mr. Woodbury, a city or town will assume the risk of the technology but can take advantage of a “ten-year warranty by having their maintenance provider be the installer and guarant[or] of that warranty so that they are protected both from the labor portion as well as the premature failure portion of that streetlight.”¹¹⁸ He indicated that the dynamic is different for a municipality than a utility, making it more attractive to the municipality to own the street lights.¹¹⁹

Addressing the control technology, Mr. Woodbury stated that it has existed for approximately four years for the purpose of monitoring the status of the light. Approximately two years ago, data was extracted from the controls to compute the amount of usage, but at the time, the data was proved to be inaccurate. However, according to Mr. Woodbury, the flaws in the technology have since been addressed and is now exceeding industry standards for accuracy.¹²⁰ He indicated that it is most efficient for the municipality to purchase and install the street lights and controls together at the same time as the nodes which are what collect the data from a certain number of street lights in an area. The data is transmitted wirelessly to the utility via an internet site. He stated that the device mounted on the street light is designed to control the operation of the street light while the measuring of electricity is a side benefit.¹²¹ He agreed that National Grid would have to figure out how to integrate the data into its billing system and

¹¹⁶ *Id.* at 227.

¹¹⁷ *Id.* at 227-28.

¹¹⁸ *Id.* at 228-29.

¹¹⁹ *Id.* at 229.

¹²⁰ *Id.* at 239-40.

¹²¹ *Id.* at 242, 254-55.

stated that he was not aware of any quantification of the costs incurred by utilities in order to do that.¹²²

Gabriel E. Arnold, with Optimal Energy, one of the authors of EERMC's comments, provided further comments on the proposed tariff. He stated that cities and towns can achieve savings through street light ownership by replacing the street lights with more energy efficient LEDs. They can further achieve savings by controlling the operation of the lights, but that this savings cannot be realized if the reduced usage is not reflected in the tariff. For example, because only one dimming schedule is offered, EERMC does not believe cities and towns will have any incentive to reduce their lighting further. While dimming further would utilize less overall electricity, the financial incentive will not be there in the form of rates.¹²³ Mr. Arnold recommended an additional dimming schedule and an additional schedule for turning off the lights for a period of time during the night.¹²⁴

With regard to metering, Mr. Arnold supported a pilot program stating that "[t]he standards are not caught up yet. It is a new technology and the longer we wait to get experience with that technology, the longer it's going to take before we can really offer it to everybody out there. And so this pilot...is a very important aspect that [] coincides [with] this tariff."¹²⁵ Further discussing a pilot, Mr. Arnold opined that it should include a sufficient number of street lights, perhaps 10,000, offered on a first come, first serve basis to five cities and towns. The study should not be over too long of a timeframe. He stated that the pilot needs to be long enough to get the information that is needed, but short enough that a full program can be implemented.

¹²² *Id.* at 266.

¹²³ *Id.* at 288-92.

¹²⁴ *Id.* at 293.

¹²⁵ *Id.* at 295.

Noting that a pilot would need to be paid for, he further opined that savings from the pilot could be leveraged along with energy efficiency funds.¹²⁶

The Division presented Mr. Hahn for cross examination. In response to a question from the PUC, Mr. Hahn testified that his review of National Grid's current street light rates showed that they were "established by what [Mr. Hahn] would consider to be industry standard cost of service principles, and in fact, the last case was settled at something below full cost of service."¹²⁷ After explaining the ratemaking process for street lights, he concluded that he was "not sure how that could be construed as overcharging."¹²⁸ Further, after explaining generally how depreciation rates can affect the retail rate, Mr. Hahn reiterated that different depreciation rates on different assets do not necessarily result in an overcharging of a customer class.¹²⁹

IX. Status of Second Round of Negotiations – March 17, 2014 Reports¹³⁰

A. National Grid

In its March 17, 2014 status report on negotiations, National Grid indicated that it was unsuccessful in reaching a settlement with the Municipalities on all outstanding issues related to the proposed tariff and closing documents. National Grid requested that the PUC approve a modified tariff included with the report, decline to approve the closing documents, find that National Grid not be required to incorporate the closing documents into the tariff, find that a

¹²⁶ *Id.* at 297-99.

¹²⁷ *Id.* at 303-04.

¹²⁸ *Id.* at 304.

¹²⁹ *Id.* at 306. At the conclusion of the hearing, the parties conceded to allowing additional time to the PUC to consider the matter in light of the ten outstanding record requests that had been made during the proceeding in addition to the fact that testimony received at the hearing suggested further room for movement toward settlement. Therefore, with agreement of the parties, the PUC set a schedule for further negotiations to conclude with a report or reports filed by December 16, 2013. Memorandum to Parties from Cynthia G. Wilson-Frias, Senior Legal Counsel, 12/4/13.

¹³⁰ On December 17, 2013, National Grid submitted a Joint Status Report, noting that discussions were still ongoing and seeking an extension of time to complete negotiations. Appended to that report were National Grid's current proposed tariff and a redlined version to show the Town's proposed changes which were still subject to discussion. [http://www.ripuc.org/eventsactions/docket/4442-NGrid-JointtStatusRept\(12-17-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-NGrid-JointtStatusRept(12-17-13).pdf) Requests for extensions of time to complete negotiations were granted such that the final status report or reports were to be filed by March 17, 2014.

second dimming schedule is not required, find that a metering option is not required in the proposed tariff, and decline to include a metering pilot program in the scope of this docket.¹³¹ In Attachment D to the status report, National Grid outlined twenty-one key differences between the parties regarding the closing documents. In its status report, National Grid summarized four areas of disagreement related to the tariff and five areas of disagreement related to the closing documents.

National Grid reiterated its position that the closing documents should not be incorporated into the proposed tariff because they “are legal contractual documents between the individual city or town and [National Grid] for the purchase and transfer of the street and area lighting assets and should be separate from the [p]roposed [t]ariff.”¹³² Additionally, similar to the practice in other jurisdictions, National Grid proposed that the attachment agreement be a separate and unregulated document.¹³³

National Grid premised its discussion on the fact that it will be required to provide each element of service listed in the tariff upon its effective date. The parties agreed to an additional

¹³¹ National Grid Ex. 5 (National Grid’s status report) at 21-22. http://www.ripuc.org/eventsactions/docket/4442-NGrid-Status-Report_%203-17-14.pdf

¹³² *Id.* at 3-4. National Grid likened this to the line extension policies and other appendices to the Terms and Conditions for Distribution Service, such as the Standards for Interconnecting Distribution Generation. The line extension policy has been subject to PUC review and approval to the extent the charges changed. See Order No. 18775 (issued Nov. 17, 2006). [http://www.ripuc.org/eventsactions/docket/3716-NGrid-Ord18775\(11-17-06\).pdf](http://www.ripuc.org/eventsactions/docket/3716-NGrid-Ord18775(11-17-06).pdf) Additionally, the line extension policy has been subject to PUC review and approval. See Order No. 18101 (issued Dec. 22, 2004) at 3. [http://www.ripuc.org/eventsactions/docket/3643-PollardvsNECOrd18101\(12.22.04\).pdf](http://www.ripuc.org/eventsactions/docket/3643-PollardvsNECOrd18101(12.22.04).pdf) The Standards for Interconnecting Distribution Generation, albeit a stand-alone tariff provision, was approved by the PUC, as required by R.I. Gen. Laws § 39-26.3-3(g). Order No. 20610 (issued Jan. 5, 2012). [http://www.ripuc.org/eventsactions/docket/4276-NGrid-Ord20610\(1-5-12\).pdf](http://www.ripuc.org/eventsactions/docket/4276-NGrid-Ord20610(1-5-12).pdf)

¹³³ *Id.* On November 7, 2013, National Grid had filed with the PUC an opposition to the Municipalities’ Motion to Compel certain data responses on the basis that it had already supplied the requested information. However, National Grid had also requested the PUC find that the closing documents were outside of the scope of the proceeding. On November 27, 2013, National Grid filed with the PUC a letter from the Chief of Staff of the Massachusetts Department of Public Utilities (Department) wherein the Department explained that its jurisdiction was not over the details of the purchase, but was limited to resolving disputes that arise over the level of compensation to be paid for the street lights and approving the tariff for delivery service after the sale had been completed. (Motion to Compel): [http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-CompelMotion\(10-28-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-RILCT-WCRPC-CompelMotion(10-28-13).pdf) (Opposition): [http://www.ripuc.org/eventsactions/docket/4442-NGrid-Opposition-Compel\(11-7-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-NGrid-Opposition-Compel(11-7-13).pdf) (Supplemental to Opposition): [http://www.ripuc.org/eventsactions/docket/4442-NGrid-Letter\(11-27-13\).pdf](http://www.ripuc.org/eventsactions/docket/4442-NGrid-Letter(11-27-13).pdf)

LED wattage range, but National Grid stated that it is unable to accommodate the request for an additional dimming schedule due to limitations in the billing code tables. National Grid asserted that its proposed tariff meets or exceeds the requirements of the Act because it allows a customer to use control devices to operate the street lights and contains schedules for both conventional dusk/dawn operation and schedule-based dimming.¹³⁴

According to National Grid, the parties continued to disagree on metering, with the Municipalities desiring metering immediately, and National Grid recognizing future benefits of metering, but claiming they are unable to offer it as an option in the proposed tariff. However, again, National Grid stated that it would be “willing to explore a limited pilot to examine the feasibility of metering technology for street and area lighting customers.”¹³⁵ These issues would include ownership, regulatory testing requirements, standardization of technology, cost, and data accuracy and security prior to submission to National Grid.¹³⁶ Therefore, National Grid proposed a separate tariff related to metering, but did not want the PUC to open such a docket to address a pilot until the parties agreed on one.¹³⁷ In further support of its position, National Grid maintained that the Act does not require the proposed tariff to include a metering option, but rather, references “schedule-based” dimming or part-night options, which do not require meters.¹³⁸

Noting that the closing documents are referenced in the Massachusetts customer owned street lighting tariff, but were not subject to the Massachusetts Department of Public Utility approval, National Grid nonetheless requested PUC approval of the closing documents attached to its status report. National Grid noted that all entities attaching equipment to National Grid’s

¹³⁴ National Grid’s Status Rep. at 7.

¹³⁵ *Id.* at 8-9.

¹³⁶ *Id.* at 10-12.

¹³⁷ *Id.* at 12-14.

¹³⁸ *Id.* at 9-10.

poles must execute an attachment agreement and the Act requires the cities and towns to be subject to the same terms and conditions as other attachers.¹³⁹

With regard to warranties, National Grid stated that it does not possess documentation regarding warranty information and thus, is selling the assets on an “as is, where is” basis.¹⁴⁰ Addressing the Municipalities’ assertion that they have the right to assign their attachment rights without approval from National Grid, citation was again made to the language of the Act that requires cities and towns to be subject to the same terms and conditions as other attachers, such terms and conditions which require written approval from National Grid.¹⁴¹

National Grid continued to assert that it may terminate a license of any attachment with 15 days’ written notice to the municipality, stating that while it “cannot conceive of many situations that would require it to terminate the municipal customer’s attachment rights, [National Grid] must maintain such termination rights in the event that circumstances arise that warrant termination.”¹⁴² National Grid declined to remove or modify to make reciprocal the liability and insurance provisions of the attachment agreement, stating that the sale of assets on an “as is, where is” basis will negate or limit negligence claims against National Grid which may arise from the purchased street lighting attachments.¹⁴³

National Grid listed four reasons why it could not transfer all easement rights associated with existing street lighting facilities to the Cities and towns, indicating that the existence of easements within the street lighting systems is very limited and there is no definitive record to identify or locate those instances where an easement exists. Further, “the majority of easements applicable to street and area lighting are associated with public property that is owned and

¹³⁹ *Id.* at 14-15.

¹⁴⁰ *Id.* at 17-18.

¹⁴¹ *Id.*

¹⁴² *Id.* at 18.

¹⁴³ *Id.* at 20-21.

managed by the [t]owns.”¹⁴⁴ The only other easements would have been established through regulatory tariffs.¹⁴⁵ National Grid provided four reasons that it could not assign all of its rights. First, National Grid must be able to maintain its own facilities and equipment. Next, National Grid asserted that it could not grant easement rights to a town for property owned by a third person without exposure to liability. Additionally, National Grid maintained that the Act does not require assignment of all rights to the cities and towns, but specifically provides for the cities and towns to have the right to use the space on the pole currently used by National Grid for lighting, making assignment unnecessary. Finally, National grid argued that it is up to the purchasing municipality to conduct due diligence, such as a title search, as part of the sales transaction.¹⁴⁶

B. Municipalities

In their March 17, 2014 status memorandum on negotiations, the Municipalities indicated that the parties had worked hard to identify and resolve issues, making progress toward resolution. However, because of the extent of the outstanding issues, the Municipalities submitted their own memorandum along with redlined drafts of the proposed tariff and closing documents.¹⁴⁷ According to the Municipalities, their proposed “form of agreement is simpler, more straightforward and equitable than” National Grid’s proposal.¹⁴⁸

First addressing specifics of the tariff, the Municipalities argued that the word “controls” in the Act not only refers to controls which dim or shut off lights, but to meters as well.

¹⁴⁴ *Id.* at 20.

¹⁴⁵ *Id.*

¹⁴⁶ *Id.* at 19-20.

¹⁴⁷ Municipalities’ Ex. 7 (Status Mem. – Proposed and Redlined Attachments). (Redlined tariff): http://www.ripuc.org/eventsactions/docket/4442-RILCT-RedLined-Tariff_3-17-14.pdf; (Municipalities’ proposed form of Licensing & Sales Agreement): http://www.ripuc.org/eventsactions/docket/4442-RILCT-ExhA_3-17-14.pdf; (Redlined Agreement of Sale Form): http://www.ripuc.org/eventsactions/docket/4442-RILCT-Redline-Agreement_3-17-14.pdf; (Redlined attachment agreement): http://www.ripuc.org/eventsactions/docket/4442-RILCT-Attachment-Agmnt_3-17-14.pdf

¹⁴⁸ Municipalities’ Ex. 7 at 2.

Therefore, the Municipalities proposed to National Grid that the proposed tariff should include metered and non-metered rates to be approved by the PUC. The Municipalities would agree not to deploy any meters for three months and then to only deploy no more than 2,000 meters in two cities and towns in the following three months. At the end of the three months during which meters were deployed, but not metered for billing purposes, but only read for comparison, any town would be entitled to deploy meters to be used for billing purposes. According to the Municipalities, National Grid had not responded to the proposal.¹⁴⁹ Finally, the Municipalities continued to request the tariff allow for a second dimming option beyond the one contained in the proposed tariff.¹⁵⁰

Turning to the Agreement of Sale, the Municipalities continued to express concern with the inventory identification and pricing methodology. They noted that the documents do not address the process for pricing disputes to be filed with the PUC [sic] for resolution within 60 days and sought clarification in the order.¹⁵¹ According to the Municipalities, like National Grid, they believe the Act allows the Municipalities to occupy the space on the poles previously used by National Grid for street lights. However, according to the Municipalities, "these access rights are essential values of the assets proposed to be sold and National Grid has custody of such information so any such agreements must be shared and inadequacies resolved or properly discounted from the price before sale."¹⁵² It should not be up to the Municipalities to

¹⁴⁹ *Id.* at 3-4.

¹⁵⁰ *Id.* at 4.

¹⁵¹ *Id.* at 5. R.I. Gen. Laws § 39-30-3(e) states: "[a]ny dispute regarding the terms of the alternative tariff, the compensation to be paid to the electric distribution company, or any other matter arising in connection with the exercise of the option provided in subsection (a), including, but not limited to, the terms on which space is to be provided to the municipality in accordance with subsection (c), shall be resolved by the *division of public utilities and carriers* within *ninety (90) days* of any request for such resolution by the municipality or any person involved in such dispute." (emphasis added).

¹⁵² Municipalities' Ex. 7 at 5.

independently verify the rights.¹⁵³ Additionally, the Municipalities are seeking assignment of existing equipment warranties, but state that National Grid claims such a requirement conflicts with the proposed “as is, where is” sale.¹⁵⁴

Addressing the attachment agreement, the Municipalities continued to express concern with the ability to terminate the license without prior approval of the towns. The Municipalities also disagree with National Grid’s interpretation of the Act inasmuch as National Grid’s attachment agreement only allows for attachment of street light infrastructure and would require an additional agreement for additional attachments. The Municipalities assert that the municipality may use the equipment “for any purpose they see fit, including the installation of new metering equipment and or security or traffic cameras.”¹⁵⁵ According to the Municipalities, it should be sufficient that National Grid be notified and that approval should only be required if impacting the load or requiring a new electrical connection.¹⁵⁶

According to the Municipalities, the parties had reached agreement on labeling which was not reflected in National Grid’s most recent filing. Additionally, the Municipalities maintain that National Grid does not need to be informed if a town works on equipment if the work will not impact the load on National Grid’s pole or distribution system. The Municipalities assert that National Grid has proposed to require “much more of National Grid’s supervision at substantial and unwarranted costs to the [t]owns.”¹⁵⁷ Finally, the Municipalities state that they have not received a copy of “Company Requirements” referenced in the attachment agreement.¹⁵⁸

X. OER and EERMC Comments

¹⁵³ *Id.*

¹⁵⁴ *Id.* at 5-6.

¹⁵⁵ *Id.* at 7.

¹⁵⁶ *Id.*

¹⁵⁷ *Id.*

¹⁵⁸ *Id.* at 8.

On March 31, 2014, OER filed a letter from Commissioner Marion S. Gold, Ph.D, in support of the implementation of a phased-in metering program for the street lights as proposed by the Municipalities.¹⁵⁹ On May 5, 2014, EERMC filed additional comments with the PUC in support of a metering pilot, stating, “[g]iven the uncertain costs and other complexities associated with metering, . . . efforts to further explore opportunities through a well-designed pilot test of metered controls is a reliable and prudent way to improve [] understanding of the costs and benefits of metering.”¹⁶⁰ EERMC committed to supporting this energy savings option through filings scheduled to be made by EERMC in 2014, including the 3-Year Plan and 2015 Annual Energy Efficiency Program Plan.¹⁶¹

XI. Technical Record Session

On May 6, 2014, the PUC conducted a technical record session on the issue of metering. The Municipalities presented Mr. Woodbury to discuss reasons metering makes sense for the cities and towns. They also presented Sean Tippet from Silver Spring Networks, a company that produces automated metering information systems— also known as smart meters — that can communicate with utility companies. Silver Spring provides communication modules that are installed into the smart meter as well as the networking and back-end data center services.¹⁶² Mr. Tippet explained that street lighting automation has been a niche market, but he expects 2014 to 2015 to be a transition point for more robust adoption of the networks.¹⁶³ Mr. Tippet described how meter- and network-related information is relayed over wireless networks. He opined that establishing a streetlight network is easier than a residential rollout due to locational issues. He

¹⁵⁹ OER Ex. 2 (Letter from Marion S. Gold to Ms. Massaro). [http://www.ripuc.org/eventsactions/docket/4442-OER-Letter\(03-31-14\).pdf](http://www.ripuc.org/eventsactions/docket/4442-OER-Letter(03-31-14).pdf)

¹⁶⁰ EERMC Ex. 2 (Comments of Scudder Parker), at 2. http://www.ripuc.org/eventsactions/docket/4442-EERMC-Tariff-Comments_5-1-14_.pdf.

¹⁶¹ *Id.*

¹⁶² Tr. 5/7/14 at 14-15, 20.

¹⁶³ *Id.* at 21.

stated that the smart meters in the street lights are approximately \$120 to \$130 while the software costs vary based on whether the licenses are purchased or used as a service with a monthly fee. The owner of the facility can have access to control the lighting.¹⁶⁴ Mr. Woodbury clarified that the cost cited by Mr. Tippet for the smart photo control is in addition to the \$204 cost of the 42-watt, LED dimmable ballast.¹⁶⁵ Mr. Tippet noted that while there are several different networking vendors in the field currently, there is no significant amount of interoperability; accordingly, “everyone is pretty much – needs to be a complete island into itself.” However, he remarked that over time, like in the smart grid arena, there likely will be consolidation in the industry.¹⁶⁶ Mr. Woodbury added that while the customer would own the intelligent control, it would be reasonable for National Grid to set the standard for the devices in terms of accuracy and compatibility with its own meter-data-management system.¹⁶⁷

Mr. Woodbury explained that the new American National Standards Institute (ANSI) standard photocell receptacle can be activated to be driven by local ambient light or by a centrally-distributed control. Florida Power and Light, deploying smart photocells for street lights, will only use the photocell for metering and diagnostics. It will not dim them or operate them on a schedule. The utility there will have the photocells operated by the ambient light.¹⁶⁸

The Municipalities presented Susan Zamos from Sunrise Technologies, a manufacturer of photo controls located in Raynham, Massachusetts. She explained that her company has partnered with Silver Spring Networks to include the interface card in its photo control in order to operate the light and record metering information.¹⁶⁹ While the photo control has been in use

¹⁶⁴ *Id.* at 24-31.

¹⁶⁵ *Id.* at 40-41.

¹⁶⁶ *Id.* at 37-38.

¹⁶⁷ *Id.* at 65-66.

¹⁶⁸ *Id.* at 31-35.

¹⁶⁹ *Id.* at 46-51.

for approximately twenty years, the company began deploying the combined package of photo control and interface card in 2014. The expected life of the product is approximately fifteen to twenty years.¹⁷⁰

Jeffrey Broadhead of the WCRPC pointed out that, from an economic standpoint, it would make more sense for cities and towns to purchase both the smart control and the metering technology at the same time, for a single installation. But that would most likely only happen if the PUC were to require metering.¹⁷¹ According to Mr. Broadhead, the intelligent controls would give the cities and towns more control and flexibility to respond to situations such as customer concerns with lighting levels, emergencies, and weather-related issues. Mr. Woodbury opined that because street lights comprise very little of a distribution company's load, such control should not adversely impact the utility.¹⁷²

National Grid presented Jeff Martin, from Billing Operations; Ms. Lloyd; and Mr. Walter to discuss the Company's position on the metering issue. Ms. Lloyd reiterated that even without metering being included, customers will still be able to take advantage of dimming and part-night schedules through the proposed tariff.¹⁷³ Ms. Lloyd and Mr. Walter indicated that National Grid would prefer the PUC not order a metered tariff until issues of accuracy, testing, cost, ownership, billing, and interoperability could be addressed. Ms. Lloyd explained that metering of street lights would be a significant shift for National Grid's operations and ought to be fully investigated prior to deployment.¹⁷⁴ Finally, National Grid questioned whether the benefits to the cities and towns would outweigh the costs of metering.¹⁷⁵ National Grid advocated for

¹⁷⁰ *Id.* at 53-54.

¹⁷¹ *Id.* at 74-77.

¹⁷² *Id.* at 79-81.

¹⁷³ *Id.* at 88-89, 111-12.

¹⁷⁴ *Id.* at 89-92, 96-97, 100-02, 105-10, 113-14, 116-17, 121-38.

¹⁷⁵ *Id.* at 148-179. As more fully set forth in the following section of this Order, the Municipalities disagreed with National Grid's representation. *See infra* Part XII.

approval of the proposed tariff with a limited pilot, although neither Mr. Walter nor Ms. Lloyd provided many details of such pilot's design.¹⁷⁶ Mr. Walter opined that if National Grid had made the decision to proceed with deployment of meters on 100,000 lights, it would take a minimum of six months to a year to begin deployment with a completion of that deployment in approximately five years.¹⁷⁷

XII. Municipalities' Response to National Grid - Technical Session

On May 16, 2014, the Municipalities filed a response to the documents and arguments presented by National Grid at the Technical Record Session.¹⁷⁸ Addressing meter ownership, the Municipalities argued that customer-owned meters would be consistent with National Grid's desire to have a clear point of demarcation and that National Grid ownership would conflict with that position for meters mounted on customer-owned assets.¹⁷⁹ The Municipalities expressed concern that National Grid might choose a meter incompatible with a particular town's choice of lights or operating parameters.¹⁸⁰ Recognizing the necessity of meter accuracy and testing, the Municipalities proposed that they would coordinate with National Grid such that each year, National Grid would advise them of the number of meters required for testing. The cities and towns would then provide the meters to National Grid for testing, swapping out replacement meters at the same time, and the costs could be passed through distribution rates.¹⁸¹

Next, addressing the timing of metering, the Municipalities discouraged a separate proceeding or pilot program for metering. According to the Municipalities, while they were initially interested in a pilot, further research led them to believe that they "must be able to

¹⁷⁶ *Id.* at 82-86, 143-48.

¹⁷⁷ Tr. 5/7/14 at 139-40.

¹⁷⁸ [http://www.ripuc.org/eventsactions/docket/4442-Town-Municipal-TechReponse%20\(5-16-14\).pdf](http://www.ripuc.org/eventsactions/docket/4442-Town-Municipal-TechReponse%20(5-16-14).pdf)

¹⁷⁹ Letter from Municipalities to Margaret Curran at 1-2.

¹⁸⁰ *Id.* at 2.

¹⁸¹ *Id.*

evaluate an investment in a comprehensive streetlight package now rather than phasing such an investment in pending another tariff proceeding.”¹⁸² The Municipalities provided a cost-effectiveness analysis related to metering and also opined that metering would provide a more efficient and accurate measure of lighting usage than the current unmetered tariff.¹⁸³

XIII. Division’s Final Review and Recommendations

The Division filed a second memorandum from Mr. Hahn, dated May 30, 2014, itemizing his earlier recommendations, discussing his review of the status reports from National Grid and the Municipalities, and offering his recommendation regarding metering. Mr. Hahn contended the closing documents should be separate from the tariff. He pointed out that “[t]he closing documents facilitate the transfer of the ownership of the assets” while “[t]he tariff provides the terms and conditions under which the Company will deliver electric energy to the street lighting assets once they are owned by the [cities and towns].”¹⁸⁴ He noted that the tariff cannot apply until after the sale of assets. Therefore, while he continued to support the concept of reviewing them as part of the docket “to avoid as many disputes down the road as possible,” he recommended they be separate from the tariff.¹⁸⁵

Addressing the request for a separate dimming schedule, Mr. Hahn admitted to not reviewing National Grid’s billing system capabilities first-hand, but indicated that such a limitation is not unusual in other venues. Because it may take time and funds to implement changes to the system, if the capability does not currently exist, he asserted, National Grid should not be required to include it in the current tariff.¹⁸⁶ Similarly, according to Mr. Hahn, if National

¹⁸² *Id.* at 3.

¹⁸³ *Id.* at 3-7.

¹⁸⁴ Division Mem. dated May 30, 2014 at 3; http://www.ripuc.org/eventsactions/docket/4442-DPU-Hahn-Memo_5-30-14.pdf

¹⁸⁵ *Id.*

¹⁸⁶ *Id.*

Grid is not in possession of warranty documentation, it should not be required to transfer them to the Cities and towns.¹⁸⁷ Noting that National Grid had represented that most easements are associated with public property owned and managed by the towns, and citing to National Grid's list of reasons not to transfer, as noted above, Mr. Hahn agreed that National Grid should retain ownership of easements and rights as necessary to operate the electric distribution system.¹⁸⁸

National Grid having failed to identify circumstances that would warrant at-will termination of any attachment licenses, Mr. Hahn agreed with the Municipalities that such a right should not be allowed. With regard to the assignment of attachment rights, Mr. Hahn agreed with National Grid that since the statute and the proposed tariff concern ownership and operation of street lights by Cities and towns only, there should be no need for a right to assign.¹⁸⁹

Addressing the liability and insurance provisions in National Grid's proposed attachment agreement, Mr. Hahn indicated that these provisions are consistent with attachment agreements for cable television, competitive local exchange carriers, and other municipal attachments. Therefore, he believed it reasonable to retain the proposed provision. Similarly, he noted that other attachment agreements are specific to the purpose of the attachment, such as National Grid's requirement that the purchased equipment be used solely for street lighting. He stated that this is consistent and should be maintained, recognizing that additional licensing would be required for added infrastructure.¹⁹⁰ However, according to Mr. Hahn, "other attachment agreements do not require the attachers to notify the Company anytime they perform work on their attachments." In his experience, third party attachers do not make that notification. Therefore, Mr. Hahn opined that "[o]nce the [cities and towns] acquire ownership of the street

¹⁸⁷ *Id.* at 4.

¹⁸⁸ *Id.* at 4-5.

¹⁸⁹ *Id.*

¹⁹⁰ *Id.* at 5-6. Mr. Hahn again referenced language in cable television and competitive telecommunications attachment agreements. *Id.* at 6.

lights, they should be able to work on their facilities as long as they do not interfere with the delivery of electricity, comply with safety requirements, and indemnify [National Grid] against any damage that might be caused.”¹⁹¹

Turning to meters, Mr. Hahn concluded that it is still premature to require metering services at this time, and a limited pilot would be appropriate. He expressed concern that metering, such as that discussed at the technical session, showed promise but was not yet advanced enough for a large-scale rollout. He questioned the wisdom of relying on a single vendor in such a new market where there might be no comparable, replacement product or vendor available in the event of a failure. A pilot, however, would allow the parties to implement a new system on a small scale, with limited monetary risk. Mr. Hahn also suggested such a pilot be developed outside of this docket.

Mr. Hahn identified the issues that need to be addressed in any discussion of metering services for street lights: whether street lights should be metered; if they are to be metered, how that should be done; who should own the metering equipment; and should a full-scale metering system be installed at the outset or should a metering pilot be conducted first.¹⁹² He noted that historically, street lights have not been metered because the usage was relatively low and predictable through the use of photocells. While he acknowledged Ms. Lloyd’s calculations suggested that most of the streetlight savings would be realized by the conversion to LEDs, he maintained that “if the cities and towns wish to utilize non-standard, difficult-to-predict operating schedules and desire the streetlight usage to be metered, then the cities and towns should have that right.”¹⁹³ That right, however, according to Mr. Hahn, should be provided

¹⁹¹ *Id.*

¹⁹² *Id.* at 7.

¹⁹³ *Id.* at 8.

through a National Grid-owned metering system with a PUC-approved rate.¹⁹⁴ Mr. Hahn proposed a method by which National Grid could install and read meters using current technology with the caveat that municipal customers be allowed “access to this system to control the output of the lights and receive notification of the lamp being burnt out.” Absent such a compromise, he stated that separate systems for metering and control could be employed, but at a higher cost.¹⁹⁵

XIV. Commission Findings

A. Closing Documents

At an open meeting on July 25, 2014, the PUC discussed the scope of its review over the various documents in this docket, to wit, the closing documents comprising the sales agreement and attachment agreements, both overhead and underground, and whether the documents are subject to PUC review under the Act. Further, the PUC discussed whether the documents should be incorporated into the new tariff. Under the Act, in addition to setting rates, the alternative tariff must provide

for delivery service by the electric distribution company of electric energy, whether or not supplied by the electric distribution company, over distribution facilities and wires owned by the electric distribution company to lighting equipment *owned or leased by the municipality*, and further provid[e] 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.¹⁹⁶

The PUC determined that the execution of a sales agreement between National Grid and a town was not covered by the above-referenced language but was, in fact, a mechanism to become eligible for the alternative tariff contemplated by the statute. The alternative tariff will only be available to a municipality that has already purchased the street lights. A sales

¹⁹⁴ *Id.*

¹⁹⁵ *Id.* at 8-9.

¹⁹⁶ R.I. Gen. Laws § 39-30-3(a)(1) (emphasis added).

agreement will be subject to negotiation between the parties. And the Act contemplates the Division will resolve disputes related to “the compensation to be paid the electric distribution company, or any other matter arising in connection with the exercise of the” purchase of the street lights by the municipality.¹⁹⁷ Therefore, the PUC determined that approval of a sales agreement is outside of the scope of the PUC’s jurisdiction.

Turning to the attachment agreements, the PUC noted that there was a great deal of evidence presented on this subject. The PUC found that while the attachment agreements could also be viewed as mechanisms to become eligible for the rate, the signing of which would constitute a condition precedent to closing under National Grid’s proposed sales agreement, they were less final and static than the sales agreement. The attachment agreements contain terms and conditions of attachment and set forth ongoing rights and obligations of the parties. Furthermore, the above-referenced language requires the alternative tariff to allow for a municipality’s use of space which was previously used by National Grid for attachment of lighting. The alternative tariff requires the execution of an attachment agreement that allow for the use of space on the poles prior to being eligible for service under the alternative tariff. Thus, the question becomes whether the attachment agreements are subject to PUC jurisdiction and, if so, whether they should be incorporated into the tariff.

While the Division may have jurisdiction over these documents under the Act, the broad reviewing authority granted in § 39-30-3(e) of the Act suggests that the Act also contemplates that the tariff reviewed by the PUC must allow for lighting owners’ use of space on the poles. The use of space on the poles by the cities and towns is governed by the attachment agreements. The attachment agreements, outlining ongoing rights and obligations of the parties, are akin to terms and conditions of distribution service for customer-owned street lighting. Therefore, it

¹⁹⁷ See R.I. Gen. Laws § 39-30-3(e).

appears that the PUC and Division share discrete jurisdiction over the attachment agreements. More specifically, the PUC reviews and approves them at the outset; the Division resolves any disputes that arise under them. This is consistent with the regulatory structure related to public utilities generally in Rhode Island. The PUC routinely reviews utilities' terms and conditions of service while the Division routinely resolves disputes between customers and utilities under the terms and condition of service.¹⁹⁸

The PUC recognizes that it has not heretofore reviewed attachment agreements between third-party attachment owners and National Grid.¹⁹⁹ However, the federal government, through

¹⁹⁸ See Docket No. 4402, In re: The Narragansett Electric Company, d/b/a National Grid Tariff Advice Filing to Amend RIPUC NG-GAS No. 101 (Modification of General Terms and Conditions, Section 1, Schedule A, Part 6.0 – Installation of Meters), Docket No. 4342, The Narragansett Electric Company d/b/a National Grid Tariff Advice Filing to Amend RIPUC NG-Gas No. 101 and R.I.P.U.C. No. 2072, Docket No. 4270, In Re: The Narragansett Electric Company, d/b/a National Grid Tariff Advice Regarding Terms and Conditions for Gas Marketers and Calculation of Gas Cost Recovery Rates – R.I.P.U.C. Ng-Gas No. 101, Sections 2, 5, 6, Docket Nos. 4251 & 4252, In Re: The Narragansett Electric Company, D/B/A National Grid Tariff Advice to Amend RIPUC NG-Gas No. 101 and R.I.P.U.C.-Electric No. 2072, Dkt No. 4200, In Re: The Narragansett Electric Company d/b/a National Grid's Filing To Amend Terms and Conditions for Distribution Service, Docket No. 3716, In Re: Narragansett Electric Company D/B/A National Grid's Proposed Revision To Line Extension Policies. See Division of Public Utilities Rules of Practice and Procedure (describing the agency as "a governmental body charged with the supervision and execution of all laws relating to public utilities and carriers and all regulations and orders of the [PUC] governing the conduct and charges of public utilities. These responsibilities include ... conducting investigations and holding hearings").

¹⁹⁹ National Grid's approved RIPUC No. 2130, Terms and Conditions for Distribution Service states, Attachments - 4. Any individual or organization who requests an attachment to distribution facilities, utility poles, or along any span between such poles, shall comply with the Company's specifications and policies governing the type of construction, metering, attachment fees, easements, permissions and electrical inspections required. Its approved Tariff RIPUC No. 2110 states: Attachments - The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment *under the terms and conditions of a separate agreement or license*. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined *in the separate agreement or license*. The attachment will not adversely impact the street and area lighting as defined within this tariff. Its approved Tariff RIPUC No. 2111, Limited Service – Private Lighting states: Attachments - The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, noncompany owned equipment *under the terms and conditions of a separate agreement or license*. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except *as defined in the separate agreement or license*. The attachment will not adversely impact the street and area lighting as defined within this tariff. Its approved Tariff RIPUC No. 2112, General Street and Area Lighting Service states: Attachments: The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, noncompany owned equipment *under the terms and conditions of a separate agreement or license*. The Company may, at its sole discretion, provide electric delivery

delegation to the Federal Communications Commission, has, to some extent, pre-empted the field.²⁰⁰ Furthermore, there is no other state mandate requiring the PUC to approve a tariff that requires National Grid to have provisions in place allowing for the use of the space on poles to other customers.

Division witness Mr. Hahn suggested that the attachment agreements be reviewed in this proceeding, but not be incorporated into the tariff. The PUC agrees. Indeed, the Act specifically refers to "terms and conditions" in reference to the rights and obligations of cities and towns to pole owners.²⁰¹ Addressing the substance of the attachment agreements, as described herein previously, Mr. Hahn provided very well-reasoned recommendations regarding the various provisions of the attachment agreements. His persuasive testimony consistently emphasized that cities and towns should be treated the same manner as other third-party attachment owners.²⁰² While the Act specifically requires pole owners other than National Grid to allow cities and towns to assume the rights and obligations of National Grid, those pole owners can subject cities and towns to only those same terms and conditions to which other third-party attachment owners are subject. There is no reason that National Grid should not be held to the same requirement as

service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined in this tariff.

²⁰⁰ The Federal Communications Commission has jurisdiction over the rates, terms and conditions of certain pole attachments under 47 U.S.C. § 224(b)(1) which states: "Subject to the provisions of subsection (c) of this section, the [Federal Communications] Commission shall regulate the rates, terms, and conditions for pole attachments to provide that such rates, terms, and conditions are just and reasonable, and shall adopt procedures necessary and appropriate to hear and resolve complaints concerning such rates, terms, and conditions." "The term 'pole attachment' means any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." 47 U.S.C. § 224(a)(4).

²⁰¹ See R.I. Gen. Laws § 39-30-3(d), stating that "the municipality is subject to the same terms and conditions that pole owners make to others that attach to the poles."

²⁰² R.I. Gen. Laws § 39-30-3(d) states that "[w]hen a municipality exercises its option pursuant to subsection (a), anyone other than the electric distribution company controlling the right to use space on any pole, lamp post, or other mounting surface previously used by the electric distribution company in such municipality shall allow the municipality to assume the rights and obligations of the electric distribution company with respect to such space for the unexpired term of any lease, easement, or other agreement under which the electric distribution company used such space; provided, however, that: (i) *The municipality is subject to the same terms and conditions that pole owners make to others that attach to the poles.* (emphasis added).

other pole owners. It would make no sense for National Grid to subject cities and towns to harsher standards than it generally imposes other third party attachment owners. Therefore, the PUC unanimously approved National Grid's attachment agreements, filed on April 4, 2014, subject to the recommendations as set forth in Mr. Hahn's filed comments. The PUC directed National Grid to file revised attachment agreements in compliance with its determinations for further review and, ultimately, incorporation into National Grid's terms and conditions for distribution service.

On July 31, 2014, National Grid filed a revised Attachment Agreement which it contended complied with Mr. Hahn's recommendations. On August 5, 2014, the Municipalities objected. While acknowledging that National Grid had incorporated some recommended changes, the Municipalities argued that additional recommendations, including those previously set forth in their March 17, 2014 filing, still had to be considered by the PUC. On August 6, 2014, the Division filed an additional memorandum from Mr. Hahn in which he concluded that National Grid's revised attachment agreement was fully consistent with the recommendations in his May 30, 2014 memorandum.

At an open meeting conducted on August 7, 2014, the PUC approved the revised attachment agreement, finding that the changes made were consistent with Mr. Hahn's recommendations. Further, the PUC determined that the remaining language addressed in the Municipalities' objection was substantially similar to the language in licenses between National Grid and other, third-party owners of attachments. Therefore, the language was consistent with the PUC's prior determination that the cities and towns should be treated like all others with attachments to National Grid's poles.

B. Metering

A topic of much debate throughout the instant matter was whether the Act required metering. While all agreed that metering would be the most accurate measure of usage and is likely the future norm, the PUC found that the Act contains no specific reference to meters or metering. Controls — a term that does appear in the Act — are devices that control the lighting. They are distinct from meters, which are the measurement tools, the output of which is affected by the controls. Therefore, the PUC determined that metering is neither specifically mentioned in nor required by the statute. The PUC also found that metering technology for street lights is not yet available for a wide-scale rollout or even a substantial phase-in. It also found there are many unresolved questions concerning the ability of existing, or yet-to-be-developed, streetlight metering systems to interact with National Grid's billing system. Thus, the PUC concluded that the bulk of savings was most directly linked to the replacement of extant lighting with LEDs and the creation of maintenance contracts into which the cities and towns may enter. Accordingly, proceeding with municipal purchases of lighting while holding off on metering will allow cities and towns to move as soon as possible toward achieving the savings contemplated by the legislation.

Despite the fact that the PUC found that the evidence in the record did not support a finding of significant savings from metering, the PUC recognized that the cities and towns believe they will be able to achieve sufficient additional savings through investment in metering technology at the same time as a change-out of the lighting controls. Furthermore, the PUC appreciated the Municipalities' contention that if they will own the meters, it would be more cost effective to install a control device with a metering component at the outset, rather than having to retrofit the control device. Therefore, in response to this expectation, the PUC opened a new

docket and ordered National Grid to develop and file with the PUC a pilot program within 90 days, or by October 23, 2014, with municipal participation.

The PUC's jurisdiction to order such a pilot stems from its statutory mandate to ensure that the rates it sets are just and reasonable and from the stated purposes of the statute, namely that the municipal lighting costs should be reduced by "providing innovative and proven technologies for more efficient lighting."²⁰³ While seemingly oxymoronic to refer to proven and innovative technologies, the phrase aptly describes the replacement of old lights with LEDs. LEDs are innovative, indeed undergoing constant improvement. But they are also proven, having been around for more than fifty years. Similarly, customers and utilities have long been familiar with meters. But the technology as it relates to streetlighting, as a component of the photo control, is innovative and to some extent unproven in most of the United States. Therefore, establishing a pilot program is the most appropriate course of action to balance the interests of all parties.

A well-designed pilot should provide a wealth of useful information, including meter accuracy, ability to integrate with the billing system, and a comparison to the unmetered rates. The design should include a cost allocation. The proposal should not assume meter ownership on the part of either party. It must, at a minimum, include the technical issues that would need to be addressed, such as interfacing with National Grid's billing system, the types of meters that would be compatible, and access issues. The PUC notes that some customer-owned water meters do currently exist in Rhode Island under approved tariffs/terms and conditions, and thus, identity of ownership is not necessarily a barrier to metering. Moreover, while it may be reasonable to aspire to a pilot that includes cities and towns from various geographic areas of the state, such aspiration should not be a barrier to moving forward with a pilot. The pilot should be open to

²⁰³ R.I. Gen. Laws § 39-30-1(b)(4).

whichever cities and towns are ready, willing, and able to participate, at least up to some manageable number.²⁰⁴

C. S-05 Tariff

The Act requires the alternative tariff rate to

provide for monthly bills for street and area lighting that shall include a schedule of energy charges based on a determination [of] annual kilowatt-hour usage per lumen rating or nominal wattage of all types of lighting equipment, but shall not include facility, support, maintenance, or accessory charges. 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. The new tariff shall be structured so as to allow options for various street lighting controls, including both conventional dusk/dawn operation using photocell or scheduling controls, as well as schedule-based dimming or on/off controls that dim or turn off street lights during periods of low activity.²⁰⁵

The PUC found that the proposed tariff filed by National Grid on April 4, 2014 complied with the Act. The PUC also, however, accepted the Municipalities' recommendation that the inventory required to be provided to National Grid annually be provided within thirty, rather than fifteen, days of the end of the calendar year. Accordingly, National Grid shall make this change in its compliance tariff filing.

In order to address the Municipalities' concern that the wattage ranges in the proposed unmetered tariff, though amended from the initial filing, may still result in rates that are too high or too low, the PUC ordered National Grid to file with the PUC, within ninety days of the annual inventory filing or by April 30, a report that provides the distribution of lighting inventory by wattage range with actual output information that may be available to National Grid. This will allow the PUC to determine whether any of the wattage ranges need to be reviewed for further accuracy to ensure continued just and reasonable rates.

²⁰⁴ The parties were advised of the new docket and the requirements by memorandum from PUC legal counsel on July 25, 2014. Docket No. 4513 can be accessed at: <http://www.ripuc.org/eventsactions/docket/4513page.html>.

²⁰⁵ R.I. Gen. Laws § 39-30-3(a)(1).

On July 31, 2014, National Grid filed a compliance tariff that made the change from fifteen days to thirty days in accordance with the PUC's directive. However, the Municipalities filed an objection on August 5, 2014, on the basis that the tariff did not include the related ninety-day compliance report. Typically, reporting requirements are not included in tariffs. Like terms and conditions of service, the tariffs govern the relationship between the utility and the customer while reporting requirements set forth a responsibility on the part of the utility to the PUC. These reporting requirements are enforced like any other order. Therefore, at the August 7, 2014 open meeting, finding that the reporting requirement does not need to be made part of the tariff, the PUC approved the S-05 compliance tariff filed on July 31, 2014.

D. Rates for Distribution Service

The S-05 tariff sets forth the charges that will apply to this class of customers and the basis upon which the charges will be calculated and billed, but it references the actual per-kWh delivery rates in National Grid's Retail Delivery Rate tariff, RIPUC No. 2095. In its filing, National Grid proposed a cost-based rate. The Division recommended a rate calculated in accordance with the same methodology followed for other rates set pursuant to the last base rate case. The witnesses agreed that the two proposals were accurately calculated and were each based on different, reasonable ratemaking methodologies. At the August 7, 2014 open meeting, the PUC approved the methodology proposed by the Division. Generally, the PUC favors cost-based rates when possible and only modifies them where such modification is in the public interest, such as to avoid rate shock. Where this is a new rate, arguably, there is no concern with rate shock. Therefore, National Grid's proposal to set a new rate based on cost was not unreasonable. However, this new rate will still apply to streetlights that will be owned by and paid for by the same customers now paying for them. Therefore, the PUC agrees with Mr. Hahn

that, in this case, setting a rate that is consistent with the other rates, so-recently approved by the PUC is more reasonable. Thus, the PUC approved a distribution charge of 2.654 cents per kWh.

Accordingly, it is hereby

(21704) ORDERED:

1. The Narragansett Electric Company d/b/a National Grid Tariff RIPUC No. 2142, filed on July 31, 2014, is hereby approved for effect on usage on and after August 1, 2014.
2. The Narragansett Electric Company d/b/a National Grid retail delivery rate under the S-05 Tariff shall be 3.825 cents per kWh effective on usage on and after August 7, 2014.
3. The Narragansett Electric Company d/b/a National Grid Compliance Tariff RIPUC No. 2095, filed on August 13, 2014, is hereby approved.
4. The Sale Agreement shall not be subject to approval by the PUC for the reasons discussed in this Order.
5. The revised attachment agreement, filed on July 31, 2014, is hereby approved, but shall not be incorporated into Tariff RIPUC No. 2142.
6. The Narragansett Electric Company d/b/a National Grid shall, within ninety days of the annual inventory filing or by April 30, file with the PUC a report that provides the distribution of lighting inventory by wattage range with actual output information that may be available to National Grid.
7. The Narragansett Electric Company d/b/a National Grid shall develop, with municipal participation, and file with the PUC, within ninety days or by October 23,

2014, a pilot program in accordance with this order and the memorandum of July 25, 2014, notifying the parties of the new docket.

8. Narragansett Electric Company d/b/a National Grid shall comply with all other instructions contained in this Order.

EFFECTIVE AT WARWICK, RHODE ISLAND ON AUGUST 1, 2014 AND AUGUST 7, 2014, PURSUANT TO OPEN MEETING DECISIONS ON JULY 25, 2014 AND AUGUST 7, 2014. WRITTEN ORDER ISSUED OCTOBER 31, 2014.

PUBLIC UTILITIES COMMISSION



Margaret E. Curran, Chairperson

Paul J. Roberti, Commissioner

Herbert F. DeSimone, Jr., Commissioner

Notice of Right of Appeal: Pursuant to R.I. Gen. Laws § 39-5-1, any person aggrieved by a decision or order of the PUC may, within 7 days from the date of the Order, petition the Supreme Court for a Writ of Certiorari to review the legality and reasonableness of the decision or Order.

Joint Exhibit 3



City of East Providence

CITY MANAGER
RICHARD E. KIRBY

145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505
TEL. (401) 435-7521 FAX (401) 438-1719 TDD (401) 431-1633
WWW.EASTPROVIDENCERI.NET

July 29, 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 serve as notice the City of East Providence 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 National Grid, subject to final review by the City and/or its consultant. Please provide the City with the final purchase price and the required closing documentation.

Notification of the intent to purchase the streetlight system has also been 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,


Richard E. Kirby
City Manager

cc: Paula Roseen
Outdoor Lighting & Attachments
National Grid
40 Sylvan Road
Waltham, MA 02451

Joint Exhibit 4

From: Afonso, Jacques R. <Jacques.Afonso@nationalgrid.com>
Sent: Thursday, August 11, 2016 3:18 PM
To: Stephen Coutu; Richard Kirby
Cc: Drummond, Jerry
Subject: City of East Providence - Street Light Purchase Closing Documents
Attachments: City of East Providence Pricing 20160614.xls; City of East Providence Notice to Purchas Ltr 08032016.pdf; City of East Providence - Exhibit A Description of Lighting Inventory 20160804.xls; Narr Elec Co and City of East Providence - Agreement of Sale 08-2016.pdf; Narr Elec Co and City of East Providence - Attachment Agreement 08-2016.pdf; Narr Elec Recommendations for Customer Owned Street Lighting.pdf; Narr Elec Municipalities' Costs to Consider Checklist.pdf; Customer Owned Streetlight Equip Standard.pdf; NE Pole Transfer Database.pdf

Importance: High

Good afternoon Steve, Richard,

The closing documents for the City of East Providence are attached as the City has requested to move ahead with the purchase of the street and area lighting equipment. The purchase price of \$300,281.50 provided in June is the final price.

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

- The city should sign two sets of the closing documents: 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 Paula Roseen (Paula Roseen, c/o National Grid, Outdoor Lighting & Attachments, 40 Sylvan Rd., 3rd Floor West, Waltham, MA 02451).
 - The company will sign both sets and an original will be returned to the city.
 - The inventory listing provided as "Exhibit A" to the Agreement of Sale will be updated as of the closing date and delivered to the city with the signed agreements.
- In addition to the signed closing documents, the following should also be returned:
 - Payment of \$300,281.50
 - 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 knock-downs, 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 de-energize 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 de-energized the existing equipment.
- During the installation of the LED fixtures, a disconnect device such as an in-line 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 A-1 and A-2 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 S-05 rate tariff for Street and Area Lighting-Customer 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 S-05 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 S-05 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

Regards,
Jacques

Jacques R Afonso
Manager, Community & Customer Management, RI
nationalgrid
280 Melrose Street
Providence, RI 02907
Office: 401-784-4320
Mobile: 401-447-5789
E-mail: Jacques.Afonso@nationalgrid.com

See Attachment 4-1 a native excel file titled
"City of East Providence Pricing 20160614"



City of East Providence

145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505
TEL. (401) 435-7521 FAX (401) 438-1719 TDD (401) 431-1633
WWW.EASTPROVIDENCERI.NET

CITY MANAGER
RICHARD E. KIRBY

July 29, 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 serve as notice the City of East Providence 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 National Grid, subject to final review by the City and/or its consultant. Please provide the City with the final purchase price and the required closing documentation.

Notification of the intent to purchase the streetlight system has also been 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,


Richard E. Kirby
City Manager

cc: Paula Roseen
Outdoor Lighting & Attachments
National Grid
40 Sylvan Road
Waltham, MA 02451

See Attachment 4-3 a native excel file titled
“City of East Providence - Exhibit A Description of Lighting Inventory 20160804”

AGREEMENT OF SALE

This Agreement of Sale ("Agreement"), is made as of this ____ day of August, 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 East Providence, a municipality organized and existing under the laws of the State of Rhode Island, having its principal place of business at 145 Taunton Avenue, East Providence, Rhode Island 02914-4505 (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 buy the Company's existing outdoor street and/or area lighting and associated equipment located within the boundary limits of the City of East Providence as shown and described on Exhibit A attached hereto and made a part hereof (each, individually, a "Facility" and, collectively, the "Facilities"); and

WHEREAS, pursuant to R.I.G.L. § 39-30-1, *et seq.*, Seller shall transfer the Facilities to the Buyer, subject to the terms and conditions of this Agreement; and

WHEREAS, such sale shall be made pursuant to the Narragansett Electric Company Street and Area Lighting – Customer Owned Equipment S-05, Retail Delivery Service Tariff ("S-05 Tariff") approved by the PUC; and

WHEREAS, Buyer will hereby purchase street and/or area lighting Facilities located in or upon Company's infrastructure pursuant to R.I.G.L. § 39-30-1, *et seq.*, and desires to retain and/or make light attachments of existing Facilities in or upon structures of Company pursuant to the Agreement for Customer-Owned Street and Area Lighting Attachments between Seller and Buyer set forth in Exhibit C attached hereto.

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, the Facilities, subject to the terms and conditions of this Agreement, the S-05 Tariff and R.I.G.L. § 39-30-1, *et seq.*, 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 such Facilities.
3. The Buyer maintains sole responsibility for ensuring that the list of Facilities in Exhibit A is accurate and complete as of the Closing Date.
4. As of the Closing Date (as defined below), the Buyer shall assume all responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by this Agreement and the S-05 Tariff.

5. To the extent that Seller possesses existing physical, hardcopy paper maps that appear to relate to the Facilities, 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 ("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. The Buyer assumes all risk and liability arising from the Buyer's (including any contractor, agent or representative of Buyer) use or reliance on any Map or information contained therein. SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE MAPS, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE MAPS.

II. PURCHASE PRICE

1. The Buyer shall pay to Seller at Closing a total consideration of \$300,281.50 ("Purchase Price") for the Facilities. The Parties acknowledge that the Purchase Price is mutually agreed and is legal and sufficient consideration for the Facilities pursuant to R.I.G.L. § 39-30-1, *et seq.*

2. The Buyer shall be solely responsible for the payment of all taxes on or relating to the Facilities, if any, following the Closing Date and thereafter. The Seller shall pay all taxes on the Facilities up to and including the Closing Date. Notwithstanding the designation of a Party as the owner of record of the Facilities for tax purposes, unless the tax liability on the Facilities 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 Facilities. If the amount of the tax liability is not known or cannot be determined reliably at the time of the Closing, the tax liability 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 Facilities ("Closing") shall occur on or about August __, 2016 or such other date as may be mutually agreed by the Parties ("Closing Date"). At the Closing, Buyer shall pay the Purchase Price to Seller, and Seller shall deliver to the Buyer a Bill of Sale in the form attached hereto as Exhibit B (the "Bill of Sale"), incorporated herein by reference.

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

3. **CONDITION PRECEDENT:** The Closing shall be conditioned upon the execution of the Agreement for Customer-Owned Street and Area Lighting Attachments between Seller and Buyer in the form attached hereto as Exhibit C, incorporated herein by reference.

4. BILL OF SALE; DISCLAIMER OF WARRANTY:

(a) Seller shall transfer title to the Facilities to Buyer by the Bill of Sale attached hereto as Exhibit B.

(b) THE FACILITIES ARE SOLD "AS IS". THERE ARE NO PROMISES, COVENANTS OR UNDERTAKINGS WITH RESPECT TO THE FACILITIES 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 FACILITIES 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 FACILITIES 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 FACILITIES ("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. **DEMARCATON OF OWNERSHIP:** The point of ownership demarcation shall be deemed to be the existing connection point where the applicable street light Facility 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 to the luminaire inclusive of the applicable Facilities. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall, in its sole discretion, define the Connection Point.
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 Facilities that are being transferred to the Buyer through this Agreement. The transfer of Facilities 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. The Seller shall continue to provide the regulated lighting services to independent customers in the City of East Providence after the Closing Date.
3. **JOINT USE INFRASTRUCTURE:** The Buyer understands that some of the Facilities are currently installed or otherwise coexist ("Coexisting Facilities"), 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 the Facilities to the Seller's support infrastructure and electric distribution system in accordance with the terms in the Agreement for Customer-Owned Street and Area Lighting Attachments set forth in Exhibit C, attached hereto.
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 Facilities under any existing easement, license, grant of location or other agreement associated with said Facilities, 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 this Agreement, the Agreement for Customer-Owned Street and Area Lighting Attachments set forth in Exhibit C, attached hereto, or the Facilities, including, without limitation, damages with respect to or arising from the condition, operation of, or failure of operation of the Facilities. The Buyer's sole remedy for recovery under this Agreement shall be limited to an equitable remedy to enforce the transfer of the Facilities under the Agreement.

Anything in this Agreement to the contrary notwithstanding, if the Buyer's liability in connection with this Agreement is limited or capped pursuant to any applicable statute or regulation, then the Seller hereto shall have an identical liability limitation and/or cap as if such statute or regulation were applicable to the Seller.

VI. INDEMNIFICATION

The Parties acknowledge and agree that the indemnification provision in the Agreement for Customer-Owned Street and Area Lighting Attachments is incorporated herein by reference; provided, however, that this Article shall not apply to any liability, loss, damages, or expense arising out of any claim from personal injury or property damage or other type of claim, in which the cause of action occurred before the Closing Date.

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 Seller consents and Buyer provides written notice and evidence of self insurance to the Seller prior to transfer of the Facilities 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 shall not be assigned by either Party without the written agreement of both 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. **SURVIVAL:** Articles I(5), III(4)(b), V, VI, VII, VIII(1) and Exhibit C shall survive closing.

6. **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 East Providence
145 Taunton Avenue
East Providence, Rhode Island 02914-4505
Attention: _____

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

7. **APPLICABLE STATUTE AND TARIFF:** The Parties understand and agree that this Agreement is made pursuant to R.I.G.L. § 39-30-1, *et seq.*, and shall be subject to the terms of the S-05 Tariff. To the extent there is any conflict between this Agreement and the S-05 Tariff, the S-05 Tariff shall govern.

{Signatures on the following page.}

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

City of East Providence	The Narragansett Electric Company d/b/a National Grid
By: _____	By: _____
Name: Richard E. Kirby	Name: Christopher Kelly
Title: City Manager	Title: Acting Senior Vice President, Electric Process and Engineering

EXHIBIT A
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES

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 \$300,281.50 paid by the City of East Providence ("Buyer"), the receipt of which is hereby acknowledged, does hereby sell, transfer and assign all its right, title, and interest unto Buyer, in the following described goods and chattels, to wit:

[Description of Facilities –Exhibit A]

THE FACILITIES ARE SOLD "AS IS." THERE ARE NO PROMISES, COVENANTS OR UNDERTAKINGS WITH RESPECT TO THE FACILITIES 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 FACILITIES 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 FACILITIES 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 FACILITIES ("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 Facilities 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 August, 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 East Providence

By: _____
Name: Richard E. Kirby
Title: City Manager

**EXHIBIT A TO BILL OF SALE
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES**

EXHIBIT C
AGREEMENT
FOR
CUSTOMER-OWNED STREET AND AREA LIGHTING
ATTACHMENT



AGREEMENT

FOR

CUSTOMER-OWNED
STREET AND AREA LIGHTING
ATTACHMENTS

BETWEEN

The Narragansett Electric Company
d/b/a National Grid
(COMPANY)

AND

City of East Providence, Rhode Island
(CUSTOMER)

DATED: August __, 2016

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THIS AGREEMENT FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS ("Agreement"), is made this ____ day of August, 2016, by and between The Narragansett Electric Company, a corporation organized and existing under the laws of Rhode Island, having its principal office at 280 Melrose Street, Providence, Rhode Island, 02907 (hereinafter referred to as the "Company") and the City of East Providence, a municipal corporation organized and existing under the laws of Rhode Island, having its principal office at 145 Taunton Avenue, East Providence, Rhode Island 02914-4505, (hereinafter referred to as the "Customer").

WITNESSETH

WHEREAS, Customer is a municipal government and shall own, operate and maintain street and area lighting equipment to provide street and area lighting within Customer's municipality; and

WHEREAS, Customer has purchased street and area lighting Facilities attached upon Poles and/or located within Structures pursuant to R.I.G.L. § 39-30-1, *et seq.*, and desires to retain and/or make Attachments upon the Poles (which are either Jointly Owned or solely owned by the Company) or within Structures of Company; and

WHEREAS, Company agrees to permit, to the extent it is legally permitted and/or required, the continued existence and new placement of Attachments upon Poles and/or within Structures in a specified geographic area subject to the terms of this Agreement, provided that such use of the space upon Poles and within Structures will not interfere with Company's service requirements and obligations or the use of the Poles and Structures by others in accordance with R.I.G.L. § 39-30-1, *et seq.*; and

WHEREAS, the Company and Customer agree to minimize or eliminate the applications of Attachments, except those necessary for electrical connection of Customer Facilities, as designated in this Agreement, by separating existing Facilities at the time of any Material Change (as defined below) to establish clear and distinct ownership delineation, electric distribution and lighting system separation and demarcation as well as operations and maintenance independence;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

1.0 **DEFINITIONS**

Whenever used in this Agreement with initial capitalization, the following terms shall have the following meanings:

"Agreement of Sale" shall mean the agreement pursuant to which Company sold and Customer purchased the Facilities subject to this Agreement.

"Attachment" shall mean (i) the Facilities, including without limitation any luminaire, supporting bracket, and/or wire, conductor, circuitry or other equipment, owned by Customer, existing or proposed to be placed on a Pole and connected to the distribution system at the Connection Point to be used for sole purpose of providing street and/or area lighting, and (ii) the Facilities, including without limitation, any wire, cable, and other hardware, equipment, apparatus, or device, owned by Customer, existing or proposed to exist in or upon Structures connected to the distribution system at the Connection Point for the sole purpose of delivering electrical energy to Customer owned luminaire(s) used to provide street and/or area lighting within Customer's geographic municipal boundary.

"Conduit" shall mean a Structure containing one or more Ducts.

"Company Requirements" shall mean the Company's policies, procedures, practices, guidelines and standards which the Company has made available to the Customer.

"Connection Point" shall mean where the Attachment is energized from the Electric Distribution System.

"Duct" shall mean a single enclosed raceway or pipe in which wires or cables are enclosed.

"Electric Distribution System" shall mean the overhead and underground infrastructure owned by the Company which includes, but is not limited to, circuitry, structures and equipment to support the delivery of energy between 120v and 34.5 kV.

"Facility" or "Facilities" shall mean components or equipment owned by the Customer which were either purchased from the Company or are proposed by the Customer having the sole purpose and function to provide outdoor illumination of streets or areas including the associated support infrastructure and electrical circuitry compliant with applicable regulations, codes or policies.

"Field/Office Survey" shall mean the Company's on-site audit and/or office asset/mapping record review of each individual Pole and/or Structure upon or within which the Customer proposes to (i) make a new Attachment(s), (ii) relocate an existing Attachment(s), or (iii) materially change an existing Attachment, in accordance with this Agreement to evaluate the structural, electrical, operational and safety requirements including ingress or egress conditions to be in compliance with applicable laws, regulations, codes and Company Requirements.

"Identification Labels" shall mean markings, tags, decals, signage or other displays that indicate ownership, location or asset reference and functional attributes of the Facilities.

"Joint Owner" shall mean a person, firm, or corporation sharing an ownership interest in a Pole, Structure and/or related ancillary equipment with Company.

"Joint User" shall mean any other utility, excluding the Customer, which shall now or hereafter have established the right to use specific Poles and/or Structures.

"Make-Ready Work" shall mean the work to be performed by the Company, identified through the Field/Office Survey, required to safely accommodate Customer's proposed actions for the Attachments.

"Material Change", "Materially Change" or "Materially Changed" shall mean any alteration, modification or replacement made to the existing Facilities that changes its characteristics associated with the licensed specifications or description, mode of operation or maintenance, physical attributes, use of Poles and/or Structures by Company or Other Customers, attributes related to billing, and/or financial reporting considered as a capital investment..

"OSHA" shall mean the Occupational Safety and Health Act, 29 CFR 1910.269, as it may be amended from time to time as administered by the Occupational Safety and Health Administration within the U.S. Department of Labor.

"Other Customer" shall mean any entity, excluding Customer and any Joint User, to whom or which the Company has granted, or hereafter grants, the right or license of attaching equipment or facilities upon Poles and/or within Structures.

"Pole" shall mean any vertically oriented utility structure constructed predominately of treated wood, including metal, composites and concrete used to support electrical conductors and other utility equipment necessary to facilitate the operation of an Electric Distribution System owned by Company and used for Attachments.

"PUC" shall mean the Rhode Island Public Utilities Commission.

"Qualified Electrical Worker" shall mean any worker, electrical worker, contractor or other designated individual having successfully achieved a specified minimum level of training and/or experience including, but not limited to all applicable federal, state, and local work rules and Company Requirements, including compliance with OSHA 29 CFR 1910.269 as it may be amended from time to time.

"Removal Rights" shall refer to the rights pursuant to this Agreement or to applicable laws granting Company certain legal rights and/or recourse to request or perform the removal of certain Attachments.

"Structure" or "Structures" shall mean, but not be limited to, the Ducts, Conduits, vaults, manholes, handholes, foundations, standards and other utility equipment or infrastructure

necessary to facilitate the operation of an underground Electric Distribution System or underground sourced street and/or area light(s) owned by Company and used for Attachments.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Company hereby provides to Customer, revocable, nonexclusive licenses authorizing Attachments to Poles and/or within Structures within the City of East Providence, for the purpose of providing street and/or area lighting as described in this Agreement. The license(s) shall;

- (i) authorize the Customer to utilize a space, point, area or location on a Pole or within a Structure for an Attachment as designated and specified by the Company,
- (ii) provide definition of individual Facilities through the designation of a unique identification reference,
- (iii) utilize the identification reference as the individual license reference, and
- (iv) represent Facilities for the purpose of inventory and billing administration.

This Agreement shall govern with respect to licenses issued to Customer's existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX II, Form A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail), respectively.

2.2 No use, however extended, of Poles and Structures or the payment of any fees or charges by Customer as required by R.I.G.L. § 39-30-1, *et seq.* or under this Agreement shall create or vest in Customer any ownership or property rights in such Poles and Structures. Customer's rights herein shall be and remain a license.

2.3 Nothing contained in this Agreement shall be construed to compel Company to construct, retain, extend, place or maintain any Pole or Structure or other facilities not needed for Company's own service requirements. In the event the Company is the sole owner of a Pole, and no longer requires the use of such Pole, and the Customer has been notified to remove its Attachment, the Customer may request to purchase the Pole from the Company and the Company hereby agrees to sell its interest in such Pole for its unamortized balance of the original installation cost. In the event the Company jointly owns a pole, and Company and Joint Owner no longer require the use of such pole, and the Customer has been notified to remove its Attachment, the Customer may request to purchase the pole from the Company and Company hereby agrees to sell its interest in such pole, for its unamortized balance of the original installation cost, provided that either: (a) the Customer provides Company with evidence that Customer has purchased or will concurrently purchase the Joint Owner's interest in such Pole, or

(b) the Customer provides Company notice of Joint Owner's written consent to Company's sale of Company's interest in such pole.

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Company with respect to its obligation to provide electric distribution service to Attachments pursuant to Company's tariffs, or to any agreement(s) and arrangement(s) that Company has heretofore entered into, or may in the future enter into with Other Customers, not party to this Agreement, regarding the Poles and Structures. The rights of the Customer shall at all times be subject to any such existing and future agreement(s) or arrangement(s) between Company and any Joint Owner(s), Joint User(s) or Other Customers of Poles and/or Structures. Nothing contained in this Agreement shall be construed to grant, and Company makes no representations or warranties with respect to, and is not purporting to provide, any third party or Joint Owner attachment rights, licenses or consents for or in connection with the Attachments.

2.5 The Company shall assign to Customer the non-exclusive right, in common with the Company and others entitled thereto, to maintain and operate the Facilities purchased from the Company pursuant to R.I.G.L. § 39-30-1, *et seq.* under any existing easement, license, grant of location or other agreement associated with such Facilities, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever. Customer is solely responsible to verify and confirm that it has the necessary rights pursuant to the assignment in this Section, and to obtain from the necessary parties the necessary and appropriate attachment rights, including, without limitation, obtaining rights from the owners or Joint Owners of the applicable Poles, Structures or other assets to which the Attachments are or will be attached.

2.6 Nothing contained in this Agreement shall be construed to grant any rights to Customer to include any wired or wireless hardware, equipment, apparatus, or device that is not a functional part of any Attachment authorized by Company under the terms of this Agreement. Any request made by the Customer to the Company for rights to attach facilities or equipment other than the Facilities or proposed Attachments shall be authorized by Company under the terms of a separate agreement.

2.7 No license granted under this Agreement shall extend to any Poles and/or Structures where the placement of Attachments would result in a forfeiture of the rights of Company or Joint Users, Other Customers, or all, to occupy the property on which such Poles and Structures are located. If placement of Customer's Attachments would result in a forfeiture of the rights of Company or Joint Users, Other Customer, or both, to occupy such property, Customer agrees to remove its Attachments forthwith; and Customer agrees to pay Company or Joint Users, Other Customers, or both, all losses, damages, and costs incurred as a result thereof.

3.0 ATTACHMENT REQUIREMENTS

3.1 Specifications

3.1.1 All Attachments and all related operation and maintenance functions performed by the Customer or its contractor(s) or agents(s) shall comply with this Agreement and the requirements under Article 7.0.

3.1.2 In the event that Customer seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Company's applicable tariff, or operate such Facilities in a manner other than as stated in Company's applicable tariff ("Non-Compliant Facilities"), Company shall be under no obligation to permit or provide service to such Non-Compliant Facilities. Should Company elect, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement shall be executed and such agreement shall be subject to applicable regulatory consent or approval prior to application.

3.1.3 In the event the Company, in its sole reasonable judgment, determines that an Attachment does not comply with the provisions of this Agreement and that the existing physical and/or operational conditions of such Attachment is an emergency, threatens the safety of persons or property of third parties or the Company, and/or interferes with the Electric Distribution System or performance of Company's or others' service obligations, within fifteen (15) days following written notification by the Company as required under Article 15.0. Customer shall, at its sole cost and expense, remedy the condition which may include, but not be limited to, the relocation, reorientation, transfer or de-energizing of the Attachment as deemed acceptable by the Company, and, upon completion, provide written notification to the Company specifying the remedy action taken.

3.1.4 Company may, upon fifteen (15) days written notice to Customer and the unsuccessful implementation of other remedies or the continued operation of the Attachment, as stated in Article 15.0, proceed to exercise its Removal Rights in accordance Article 17.0. In such case, the Company may take timely action to remove the Attachment(s) or perform such other work as determined necessary or advisable in the sole discretion of the Company to alleviate the non-conformance or emergency condition(s). All work performed by the Company shall be at the cost and expense of the Customer and without any liability incurred by the Company to Customer for loss of service and/or damage or injury to Attachments without prior notice, written or otherwise to Customer.

3.1.5 Customer acknowledges that the unmetered service provided to Facilities under appropriate tariffs is only applicable to municipal customers and therefore, only permits Facilities within an underground residential distribution (URD) area, as designated by the Company, to be placed on a Customer's bill account as opposed to the Facilities placed on a bill account in the name of a developer, association or other third party.

3.2 Electrical System Ownership, Separation and Disconnection

3.2.1 The Company owns the Electric Distribution System including the Connection Point and the Customer shall own the street and area lighting equipment from the Connection Point to the applicable luminaire. To the extent there is any uncertainty, conflict or unique circumstance with respect to ownership or the Connection Point, the Company shall, in its sole discretion, determine the applicable ownership demarcation point with respect to Facilities and Electric Distribution System equipment.

3.2.2 Customer shall install within Attachment circuitry a Company approved physical disconnect device to function as a means of electrical separation between Company's and Customer's electrical systems. An "in-line fuse" assembly or other form of disconnect device may also provide a level of electrical system protection. The disconnect device shall be located as close in proximity to the energizing source or Connection Point as feasibly practical and be readily accessible to both Company and Customer. The disconnect device shall, at a minimum, create separation of the Customer's energized conductor, however, the Company recommends a dual pole disconnect device to create separation of the Customer's energized circuit. The installation of these disconnect devices by the Customer shall occur during each application of circuit maintenance, circuit or other Material Change and/or prior to each Company connection or reconnection. All existing Attachments shall be so equipped within ten (10) years following execution of this Agreement.

3.2.3 Joint use of Duct by Customer for new Facilities shall not be permitted. Such facilities (i.e. street lighting cables) and other systems (i.e. wired fire alarm monitoring, traffic control, or surveillance systems) must exist prior to this Agreement.

3.2.4 The installation of Facilities such as splice boxes and coiled cables within Structures is discouraged but may be permitted provided that the Customer obtains written specific authorization from the Company and such Facilities are compliant with Article 5.0. Where splice boxes are allowed by the Company, cable slack shall be installed by the Customer to allow the Facility to be lifted clear of the Structure to allow for Company or other facility maintenance and splicing.

3.3 Facility Labels

3.3.1 Customer shall remove, or otherwise permanently cover or mask all existing labeling designations of Company ownership found on any Facilities, and shall place, or request to be placed by Company as Make-Ready Work, ownership Identification Labels as set forth under APPENDIX II, Form E (Identification of Ownership Labels) on Facilities. This ownership labeling shall include, but not be limited to, cables located within or in close proximity to Structures and Customer handholes containing circuit disconnect devices. Attachments that

exist upon Poles and/or within Structures as of the date of this Agreement are to have ownership Identification Labels installed at such time when maintenance, repair, replacement, relocation or a Material Change of such Attachment is performed but not to exceed a period of ten (10) years.

3.3.2 For the identification of the type of light source and associated wattage, or lumen output, Customer shall maintain applicable National Electric Manufacturers Association (NEMA) or other industry standard labeling upon each luminaire, in a clear and legible condition.

3.3.3 Customer shall utilize and preserve an appropriate means of individual Attachment location identification (i.e. numbering system) to maintain a unique reference which shall be clear, legible, comprehensive and visible from the street side of the Facilities. Customer may choose to use the pre-existing Company location numbering system. At the end of each calendar quarter, the Customer shall provide to the Company an inventory list that identifies any Facilities on which a new identification reference per luminaire location has been assigned and its corresponding street address.

4.0 ATTACHMENT LICENSE PROCESS

4.1 License Application

4.1.1 The Customer shall provide Company a written notification of all proposed actions including, but not limited to, installation, replacement, reorientation, relocation, Material Changes or removal associated with the proposed or existing Attachment(s) utilizing the forms in APPENDIX II, Forms A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail). The Company shall perform an assessment and provide a response to the application based upon the proposed action(s), description and engineering/construction detail provided.

4.1.2 Proposed new underground sourced Attachments or modifications of existing Attachments for the purpose of Material Change of the Facilities, within or upon Structures will not be authorized. Only applications for electrical connection(s) associated with new or Materially Changed Facilities external of underground Structures will be considered. Authorized Attachments will comply with designated Company standards to facilitate appropriate ingress/egress of Facilities to Structures and assure compatibility of Facilities for the purpose of connections to Electric Distribution System.

4.1.3 The Company will make commercially reasonable efforts to accommodate Customer's request for a Street and Area Lighting Attachment License. However, Company may, in its sole discretion, refuse to grant a Street and Area Lighting Attachment License or refuse authorization for the relocation, reconfiguration, Material Change or replacement of existing Attachments when Company reasonably determines that conditions including, but not limited to, the following exist:

- (i) The proposed Attachment threatens the safe operation of Electric Distribution System,
- (ii) Pole or Structure may not be replaced by the Company to accommodate Customer's proposed Attachment,
- (iii) The existing Facilities on the Pole or within the Structure may not be rearranged to accommodate the proposed Attachment changes, or
- (iv) The proposed Attachments will negatively impact other customer services provided by Company.

The list of above-mentioned conditions is not an exhaustive list and other conditions may exist that would require Company to refuse to grant a license.

4.2 Field/Office Survey

4.2.1 For each Pole and/or Structure upon or within which the Customer requests a new Attachment requiring an electrical connection or the reconfiguration, relocation, Material Change or replacement of an existing Attachment, the Company will determine if a Field/Office Survey is required. The Field/Office Survey shall identify the required work, if any, that is necessary to facilitate the electrical connection and determine whether or not the Pole or Structure is adequate to accommodate the requested Attachment. The Company shall provide the Customer with a Field/Office Survey cost estimate representing all anticipated costs. Company shall perform the Field/Office Survey(s) following receipt of the Customer's written authorization and advance payment of the estimated total cost specified by the Company in accordance with Article 6.0

4.2.2 A Field/Office Survey may not be required if Customer proposes a new, in-kind replacement of an existing Facility having the same physical and operational characteristics and is to be installed in the same location and orientation as the existing Facility.

4.2.3 Company shall specify the space, point, area or location to be utilized by the Customer for an Attachment on a Pole or within a Structure including the point of entry for the circuitry of the Attachment to reach the Connection Point.

4.2.4 A Field/Office Survey will identify existing Facilities within underground Structure(s) which may be required to be removed from within a Structure(s) and relocated external of the Structure(s) as a result of the proposed Attachment.

4.3 Make-Ready

4.3.1 In the event that a Pole or Structure is determined from the Field/Office Survey to be physically inadequate or otherwise requires the reconfiguration of the existing equipment of Electric Distribution System or other attachment facilities, the Company will indicate

on the Authorization for Make-Ready Work (APPENDIX II, Form B-2) the cost of the required Make-Ready Work and forward such completed authorization form to the Customer.

4.3.2 The required Make-Ready Work will be scheduled and performed following receipt by Company of the executed Authorization for Make-Ready Work (APPENDIX II, Form B-2) and Customer's advance payment in the estimated amount specified by the Company. Customer shall pay Company for all Make-Ready Work in accordance with Article 6.0. Customer shall also reimburse the owner(s) of other facility attachment(s) upon the Pole or within the Structure for any expense incurred by such owner(s) associated with the transfer or rearrangement of the attachments of such owners in order to accommodate the installation, reconfiguration or removal of the Attachment(s). Upon completion of the Make-Ready Work, Customer shall not be entitled to reimbursement of any amounts paid to Company for Pole and/or Structure replacements, capacity upgrades, or for the reconfiguration or rearrangement of other attachment(s) upon Poles or within Structures by reason of the use by Company or other authorized user(s) of any additional space or structural capacity resulting from such replacement, reconfiguration or rearrangement.

4.3.3 If Company or Joint Owner needs to attach additional facilities or make changes to existing facilities in any Structures within which Customer has Facilities attached, Customer agrees to be responsible to perform and incur all costs to either (i) reconfigure its Attachment(s) in the Structure(s) as determined by the Company, or (ii) transfer its Attachment(s) to a designated Customer structure(s) so that the additional facilities of Company may be attached. When such reconfiguration or transfer is required to facilitate additional attachments of Company, Customer shall assume the expense of such reconfiguration or transfer. This paragraph applies to circumstances under which: (i) an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Structure affecting Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate Company's additional attachments.

4.3.4 Company shall use commercially reasonable efforts to perform all Make-Ready Work to accommodate Customer's proposed Attachments as a part of its normal, scheduled workload.

4.3.5 When reconfiguration, transfer or removal of Attachments is required to facilitate attachments of Other Customers or third parties upon Poles or within Structures, Customer shall be responsible for the expenses of such reconfiguration, transfer or removal. Customer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Attachments from such Other Customer(s) or third party(ies).

4.4 Issuance of License

4.4.1 Company shall authorize the applicable Street and Area Lighting Attachment License(s), attached as APPENDIX II, Form A-1 hereto, simultaneously with the execution of this Agreement for Facilities purchased by Customer from Company.

4.4.2 Prior to the placement, relocation, or Material Change by Customer of any Attachment upon any Pole or within a Structure, Customer shall make application for and have received a license from Company in the form of APPENDIX II, Forms A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail).

4.4.3 For the Company to provide the Attachment license(s) and to maintain quality assurance of associated billing records, Customer shall issue to Company within fifteen (15) days following the beginning of each calendar year a complete and detailed listing of all Facilities in-service as of December 31st of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Street and Area Lighting Attachment License and Application for Street and Area Lighting Attachment License Detail (as defined in APPENDIX II, Forms A-1, A-2).

4.4.4 The Company may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Customer. To the extent there are any differences between the Customer's list of Facilities and the Company's list of Attachments which cannot be reconciled to the satisfaction of the Company, such differences shall be resolved through compliance with the terms and conditions of this Agreement, applicable tariffs and/or statutes.

5.0 ATTACHMENT OPERATIONS

5.1 General

5.1.1 Customer shall, at its own expense and in accordance with the terms and conditions set forth in this Agreement, construct and maintain its Attachments upon Poles and/or within Structures safely, in compliance with this Agreement and in a manner that does not (i) interfere with Company's operation of its Electric Distribution System; (ii) conflict with the use of Poles and/or Structures by Company or by any authorized user of Poles and/or Structures; or (iii) electrically interfere with any of the Company's facilities attached thereon or therein.

5.1.2 Unless otherwise stated herein, Customer shall provide specific written authorization for Company to perform construction, maintenance, repairs, reconfiguration, relocation, connection/disconnection or removal of Customer's Attachments upon Poles or within Structures as may appropriately apply in accordance with Articles 3.0, 4.0 and 5.0 of this Agreement.

5.1.3 All Attachment work performed upon Poles or within Structures by the Customer and its contractors or agents shall be performed by a Qualified Electrical Worker.

Customer is required to execute the Acknowledgement For The Use of Qualified Electrical Worker (as set forth in APPENDIX II, Form G) to affirm that any person(s) under contract with and/or the direction of the Customer and performing the installation, maintenance, and/or removal of Attachments upon Poles or within Structures is/are qualified to perform such work in accordance with the requirements of OSHA and Articles 3.0, 4.0, 5.0 and 7.0 of this Agreement and ensuring completion and documentation of any required training, except where such work is performed by Company.

5.1.4 In the event the Customer cannot confirm that its employee, contractor and/or agent performing work on its behalf is a Qualified Electrical Worker in accordance with this Article, the Customer is required to comply with appropriate electrical clearance distances and only perform work on the Attachments in a de-energized condition. If a disconnect device is not installed, the Customer is to schedule a disconnect service request with the Company prior to performing any Attachment work. Following the completion of the work, the Customer is to schedule a connection service request with the Company to re-energize the Attachment.

5.1.5 Customer and its employees, contractors, agents or any persons acting on Customers behalf are prohibited from, have no authority to, and shall not permit, or cause any third party to, access or ingress any of the Company's enclosed or underground primary or secondary Electric Distribution System Structures, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears unless such access or ingress is under the direct supervision of the Company.

5.1.6 The Customer and its employees, contractors, agents or any persons acting on Customers behalf shall comply with all applicable requirements (legal and otherwise) as stated under Article 7.0 when accessing any overhead infrastructure of the Electric Distribution System. If the Customer needs access or ingress to any of the Company's underground or overhead infrastructure of the Electric Distribution System, the Customer shall make advance written request to the Company. The Company shall provide required support, and/or perform the necessary work following its normal work order scheduling protocol, provided, that, the Company determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes and Agreements. The Customer further agrees to compensate Company for all actual cost and expenses for the work performed by the Company associated with each Attachment consistent with and inclusive of the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

5.1.7 Any materials removed, or caused to be removed, as part of or from within the Structures by Company on behalf of the Customer shall be managed, tested, treated, transported, stored and disposed of by Company in accordance with applicable rules, regulations or statutes at Customer's sole cost and expense.

5.1.8 Customer and its employees, contractors, agents or any persons acting on Customers behalf shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Electric Distribution System or any other facilities of the Company, in whole or in part, nor shall the Customer permit or cause any third party (including without limitation, Customer's agent or contractor) to do so. The Company shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the Electric Distribution System or other facilities for the purpose of providing electric service to the Facilities. If and to the extent the Customer has a need for a connection or disconnection associated with the Electric Distribution System or assets, the Customer shall contact the Company by making a connection/disconnection request through normal customer contact channels and Company shall make the necessary connection/disconnection, provided, that the Company determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations and Company's practices and policies.

5.1.9 All tree trimming necessary to accommodate initial construction, reconstruction, relocation, or Facility Material Change of Customer's proposed Attachments at the time of such installation, provided that the owner(s) of such tree(s) and all other governing authorities grant permission to Customer, shall be performed by qualified contractors approved by Company and Customer, at the sole cost and expense of Customer, but at the direction of Company. All tree trimming made necessary to accommodate prospective maintenance and operation including, but not limited to, the functional performance, lumen output or illumination orientation shall be performed by Customer or Customer's qualified contractor provided appropriate approvals have been granted by the owner(s) of the tree(s) and all other governing authorities. The portion of the tree(s) to be impacted by trimming shall only be within a radial distance of three (3) feet of the luminaire extending below a horizontal plane established from the highest vertical point of the luminaire unless such area is within specified clearance distances of the Electric Distribution System or transmission system as designated by Company and/or other governing authorities.

5.2 Maintenance

5.2.1 Customer shall be responsible for its own underground cable locating and for any participation in the appropriate "call before you dig" association responsible for providing one-call notifications within the Customer's operating service area. This is an independent association which, in compliance with federal, state and local requirements, facilitates the location identification of underground utility infrastructure through a notification/communication process between excavators and underground facility owners. The

contact information for a specific geographic area within the United States can be obtained by calling 811 nationally. At the time of this Agreement, Dig Safe System, Inc. is this association.

5.2.2 Customer shall participate, at its sole expense, in any forum, group or organization and utilize any designated common information management system established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment facilities and actions of all customers and other facility owner(s) which are in conjunction with or may have an impact upon an Attachment. This includes, but is not limited to, the coordination of transferring Facilities when Poles have been replaced requiring Company or Joint Owners, Customer, Joint Users and Other Customers to relocate their attachments. At the time of this Agreement, the system in use is National Joint Use Notification System.

5.2.3 Customer may (or may explicitly authorize Company, its employees or third parties acting on Customer's behalf to) access or enter Company's Structures for the purpose of asset verification, inventory, inspection and/or other engineering or asset management functions provided that the Customer provides reasonable advanced notice to the Company to accommodate all aspects of scheduling. A representative of Company shall be present and all parties are to be properly qualified and outfitted for the physical, environmental and electrical conditions to be encountered. Where Customer has been granted access as provided above, the Company may halt Customer's activities if Customer's activities threaten the safety of any person(s), property of third parties or of the Company and/or the integrity or reliability of Electrical Distribution System.

5.3 Removal from Joint-Use Infrastructure

5.3.1 For the Facilities acquired by the Customer pursuant to R.I.G.L. § 39-30-1, *et seq.* that are an integrated part of the Electric Distribution System ("Coexisting Facilities"), such Facilities shall be physically separated from the Electric Distribution System equipment, except for those attachment applications compliant with established codes, standards, policies and procedures. Coexisting Facilities are currently installed or otherwise coexist, in whole or in part, on or within conduit, ducts, vaults, or other Structures ("Joint-Use Structures"). As such Coexisting Facilities will not be separated from the Joint-Use Structures prior to the closing date of the Agreement of Sale between the parties hereto. Following the closing date, the Coexisting Facilities and/or the Joint-Use Structures may, from time to time, require change or replacement at which time the Customer shall physically separates the Facility(ies) from the Electric Distribution System.

5.3.2 If Company elects, in its sole discretion, to modify/change or replace any Joint-Use Structure, including, without limitation, to upgrade such Joint-Use Structure or associated Company equipment, Company shall provide Customer with written notice of such

work and Customer agrees to separate and relocate the Customer's Coexisting Facilities associated with such Joint-Use Structure within six (6) months following the date of the Company's written notice, at Customer's expense and in compliance with all applicable laws, rules, regulations, codes and standards, as if such Coexisting Facilities were new Facilities. The Company's notice shall be provided within a reasonable period of time after commencing such work and provide a brief description of the separation or relocation that will be required with respect to the Coexisting Facilities.

5.3.3 In the course of daily operation or maintenance, should an existing underground Facility require relocation or other Material Change, the Facility is to be relocated outside the Structure and the existing license is to be modified or terminated. The Customer is responsible for the construction of the proposed relocated Facility and the removal of existing Facility outside of the Structure where applicable. For Attachments within Structures or co-existing within a singular common Structure which is also utilized by the Electric Distribution System, the provisions of Articles 3.0, 4.0 and 17.0 shall apply to all work proposed or planned and may be performed by Company at Customer's expense.

5.4 Inspection of Attachments

5.4.1 Company reserves the right, at its sole discretion, to make inspections of any part of Attachments, at any time, without notice to Customer, at Company's own expense.

5.4.2 Company reserves the right, at its sole discretion, to make inspections of any part of Attachments, at Customer's expense, if the inspection performed pursuant to Section 5.4.1 supra reveals any of the following:

- (i) No license has been issued by Company for the Attachment pursuant to Article 4.0 *supra*,
- (ii) Discrepancy in type, style or size of installed Attachment as compared with Company's records, or
- (iii) Any situation creating a safety-related emergency or any condition that prevents safe access to any facilities installed upon Pole(s) and/or within Structures.

5.4.3 Any charge imposed by Company for such inspections shall be in addition to any other sums due and payable by Customer under this Agreement. No act or failure to act by Company with regard to the charge or any unauthorized use by Customer shall be deemed as ratification or the authorization of the unauthorized use. If any license should subsequently be issued, the license shall not operate retroactively nor constitute a waiver by Company of any of its rights or privileges under this Agreement or otherwise.

6.0 FEES, CHARGES AND PAYMENTS

6.1 Customer shall pay to Company the fees and charges in conjunction with each requested Attachment license(s), as calculated in accordance with appropriate federal and/or state rules and regulations, as specified in applicable tariffs, or in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference to Articles 3.0, 4.0, and 5.0 and APPENDIX II, Forms B-1 and B-2.

6.2 Nonpayment by the Customer of any work the Customer authorized and performed by Company for the Customer and the corresponding amount due under this Agreement shall constitute a default of this Agreement, and Company may exercise all of its rights and remedies under this Agreement including, but not limited to, termination under Article 16.0.

6.3 Company may change the amount of fees and charges specified in APPENDIX I, Schedule of Fees and Charges by giving Customer no fewer than sixty (60) days written notice prior to the date the change becomes effective or as otherwise approved and made effective by the PUC. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and charges are not acceptable to Customer, provided that Customer gives Company no fewer than thirty (30) days written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon termination of the Agreement, the Customer shall be responsible for the removal of all Attachments unless otherwise specified in accordance with and to the extent authorized by Article 16.0.

6.4 The Company's performance of the required Field/Office Survey, as authorized by the Customer in compliance with Section 4.2, is contingent on the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Field/Office Survey. The estimated amount shall include the standard Field/Office Survey charge as found in APPENDIX I, Schedule of Fees and Charges and any other required ancillary service costs incurred in the performance of the Field/Office Survey. The estimated ancillary service costs shall include, but not be limited to, applicable permits, work zone and police detail protection and other safety and environmental functions which shall be required to perform the Field/Office Survey at a specific location. The parties agree that upon completion of the Field/Office Survey by Company, no adjustment of the Field/Office Survey costs paid by Customer shall be made to reflect Company's actual costs to perform the Field/Office Survey, whether or not Company's actual costs are more or less than the estimated costs paid by Customer. The current standard charge assessed to Customer and all Other Customers for the Field/Office Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Company reserves the right to change such standard Field/Office Survey charge assessed to Customer and

all Other Customers from time to time and to provide written notice as stated in Section 6.3.

6.5 The Company's performance of the specified Make-Ready Work as authorized by the Customer in compliance with Section 4.3 is contingent upon the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Make-Ready Work. The parties agree that upon completion of the Make-Ready Work by Company, no adjustment of the Make-Ready Work amount paid by Customer shall be made to reflect Company's actual costs to perform the Make-Ready Work, whether or not Company's actual costs are more or less than the estimated costs paid by Customer.

6.6 The Customer shall pay the Lighting Service Charge for each occurrence per location that the Customer requests the Company perform electrical service related connections/disconnections or other work unrelated to the operation or maintenance of the Electric Distribution System. Should the Customer's requested service result in required work on the Electric Distribution System, the Lighting Service Charge for that occurrence shall be waived. The Lighting Service Charge shall be at the rate as specified in the applicable Tariff as adjusted from time to time and as further referenced in APPENDIX I, Schedule of Fees and Charges.

7.0 LEGAL REQUIREMENTS, REGULATIONS, CODES AND STANDARDS

7.1 The parties hereto, all Attachments (whether existing or new Facilities) and any and all work associated with the Attachments and this Agreement shall comply with all applicable federal, state and local laws, regulations, rules, codes, Company tariffs and Company Requirements, as such may be amended from time to time.

7.2 Attachments shall be located, oriented, operated and maintained in accordance with the applicable requirements and specifications of the most recent editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules, regulations and provisions of the OSHA and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time.

7.3 Clearances between communications, Electric Distribution System and street lighting cables shall be compliant with applicable codes, standards and Company Requirements to adequately allow for proper maintenance, repair and reconfiguration of Electric Distribution System, street lighting and communications cables.

7.4 All lighting or illumination sources (i.e. lamps) shall be compliant with the energy consumption schedules and defined hours of operation as set forth in the applicable Company tariffs.

7.5 Subject Section 2.5 herein, Customer shall be responsible for obtaining from the appropriate public and/or private authority any authorizations required to construct, operate and/or maintain its Attachment on the public and private property at the location of Poles and/or

Structures for which Customer has obtained Street and Area Lighting Attachment License(s) under this Agreement before making Attachments on such public and/or private property.

8.0 UNAUTHORIZED ATTACHMENTS

8.1 To the extent authorized by Article 15.0, in the event that any unauthorized Attachments are found attached to Poles or Structures and for which no license exists, Company, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose electric delivery service and other charges, pursuant to Article 6.0, and require Customer to submit in writing, within fifteen (15) days after receipt of written notification from Company of the unauthorized Attachment(s), an Application For Street and Area Lighting Attachment License, (Form A-1). The Customer shall notify Company that the unauthorized Attachment has been removed within the fifteen (15) days after receipt of written notification from the Company. Alternatively, Customer may authorize Company to remove the unauthorized Attachment in accordance with Article 15.0. If such application or notification is not received by Company within the specified time period, Company shall remove the unauthorized Attachment(s). The Customer shall be responsible for the cost and expense of removal of the unauthorized Attachment by the Company without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer's unauthorized Attachment(s).

8.2 For the purpose of determining the applicable charges, both parties shall agree that if an unauthorized Attachment is identified within three (3) months following the execution date of this Agreement, the Attachment will be considered to have existed prior to the date of this Agreement, and inadvertently omitted by the parties from the list of Facilities purchased by the Customer. Any unauthorized Attachment that is identified after twelve (12) months following the execution date of this Agreement, shall require its own individual license for which the Customer shall submit an Application For Street and Area Lighting Attachment License. The fees, charges, and interest as specified in Article 6.0, APPENDIX I and APPENDIX II, (Form B-1 and B-2) at the time the unauthorized Attachment is discovered, shall be applicable thereto and due and payable forthwith whether or not Company permits Customer to continue the placement of the Attachment.

8.3 For unauthorized attachments for which the Company is unable to determine ownership following due diligence, the attachment shall be removed by the Company.

9.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

9.1 Company reserves to itself, its successors and assigns, the right to locate and maintain its Poles and Structures and to operate its facilities in conjunction therewith in such a

manner as will best enable Company to fulfill its service obligations and requirements. Company shall not be liable to Customer for any interruption of Customer's service or for interference with the operation of Customer's services arising in any manner out of the use of Poles or Structures, except to the extent caused by Company's negligence or to the extent otherwise required by Company's tariffs.

9.2 Customer shall be liable for any damages it causes to the facilities of Company and of Other Customers attached to Poles and/or Structures, and Customer assumes all responsibility for any and all loss from such damage caused by Customer or any of its agents, contractors, servants or employees. Customer shall make an immediate report to Company and any Joint Owners, Joint Users and/or Other Customers of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred by Company, Joint Owners, Joint Users and/or Other Customers in making repairs to their respective facilities.

9.3 Except to the extent caused by the negligence of any of the Company Indemnified Parties, Customer shall, to the full extent allowed by law and to the extent of Customer's insurance coverage (under which Company shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Customer to, defend, indemnify and save harmless Company, its affiliates and their respective officers, directors, employees, agents, contractors, representatives, successors (collectively, the "Company Indemnified Parties") and assign, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees (including reasonable attorneys' fees), costs and expenses (including reasonable costs and expenses incurred to enforce this indemnity), (hereinafter "Claims") arising from or in connection with Customer's installation, operation, maintenance, or removal of Facilities and/or Attachments including, but not limited to, those Claims which may be imposed upon, incurred by or asserted against Company, by reason of:

- (a) Any work or action done upon the Poles or within Structures licensed hereunder or any part thereof performed by Customer or any of its agents, contractors, servants, or employees;
- (b) Any use, occupation, condition, operation of the Poles and/or Structures or any part thereof by Customer or any of its agents, contractors, servants, or employees;
- (c) Any act or omission on the part of Customer or any of its agents, contractors, servants, or employees, for which Company may be found liable;
- (d) Any accident, injury (including, but not limited to, death) or damage to any person or property occurring upon the Poles and/or within Structures or any part thereof or arising out of any use thereof by Customer or any of its agents, contractors, servants, or employees, except where such work is performed by Company;

- (e) Any failure on the part of Customer to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement;
- (f) Any payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the Poles or Structures by Customer or any of its agents, contractors, servants, employees, or;
- (g) By the installation, operation, maintenance, presence, use, occupancy or removal of Customer's Attachments by Customer or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Poles and/or Structures, including without limitation, taxes, special charges by others, and from and against all claims and demands for infringement of patents with respect to the manufacture, use, and operation of Customer's Attachments in combination with Poles or Structures, or otherwise.

9.4 The Company makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Poles, Structures, facilities, wires, apparatus, the use of the space upon a Pole or within a Structure or whether it is usable, or otherwise in connection with any Attachment, Facilities or this Agreement. To the extent applicable, the Customer, or its contractors, agents and representatives performing any Attachment work, shall be responsible and liable for observations, assessments and non-destructive testing of the Poles and/or Structures to determine whether the Poles and/or Structures are safe to utilize, support, access or ascend. If the Customer questions the integrity or safety of any Pole and/or Structure or if the Pole or Structure is marked as unsafe, the Customer shall refrain from utilizing, accessing, ascending, or handling the Pole or Structure in any manner whatsoever and shall notify or confirm such condition with Company. Should the Customer, or its contractor, agent or representative decide, in its/his/her sole judgment, to utilize or access a Pole or Structure (including, without limitation, Poles or Structures which are marked unsafe or appear to be unsafe), the Customer, not Company or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Customer shall indemnify, defend, release and hold harmless Company Indemnified Parties as indicated herein.

9.5 Company, the Company's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Customer for any indirect, consequential, punitive, incidental, special, or exemplary damages in connection with this Agreement, or the Attachments contemplated herein, including, without limitation, the condition, design, engineering, installation, maintenance, construction, location, operation of, or failure of operation of, the Facilities, 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.

9.6 The provisions of this Article 9.0 shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

10.0 INSURANCE

10.1 Except as provided under Section 10.9 herein, Customer shall carry insurance issued by an insurance carrier satisfactory to Company to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury, or damage as covered in Article 9.0 *supra*.

10.2 Comprehensive or Commercial General Liability Insurance, including Contractual Liability and Product/Completed Operations Liability covering all insurable operations required under the provisions of this Agreement and, where applicable, coverage for damage caused by any explosion or collapse with the following minimum limits of liability:

Bodily Injury Liability	\$5,000,000
Property Damage Liability	\$5,000,000

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. Customer's insurance requirements for General Liability or Automobile Liability may be satisfied through any combination of excess liability and/or umbrella. Coverage shall include contractual liability with this Agreement and all associated agreements with respect to the Customer's ownership of the street lights being included. In the event the Customer is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity.

10.3 Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including Employer's Liability Insurance with a minimum limit of \$500,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act and the Jones Act. Proof of qualification as a self-insurer may be acceptable in lieu of a Workers' Compensation Policy.

10.4 Automobile Liability [covering all owned, non-owned and hired vehicles used in connection with the work or services to be performed under this Agreement with minimum limits of:

Bodily Injury & Property Damage Combined Single Limit - \$1,000,000
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10.5 The Customer and its insurance carrier(s) shall waive all rights of recovery against the Company and their directors, officers and employees, for any loss or damage covered

under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the Customer. To the extent the Customer's insurance carriers will not waive their right of subrogation against the Company, the Customer agrees to indemnify the Company for any subrogation activities pursued against them by the Customer's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Company or their employees, subcontractors or agents.

10.6 All insurance must be effective before Company will authorize Customer to make Attachments to any Pole and/or Structure and shall remain in force until such Attachments have been removed from all such Poles and/or Structures. Customer accepts the obligation to inform Company of changes in insurance or insurance carrier and/or policy on a prospective basis.

10.7 Customer shall submit to Company certificates of insurance including renewal thereof, by each company insuring Customer to the effect that it has insured Customer for all liabilities of Customer covered by this Agreement; and that such certificates will name Company as an additional insured under the General Liability and Automobile Liability policies and that it will not cancel or change any such policy of insurance issued to Customer except after the giving of not less than thirty (30) days' written notice to Company. Customer shall also notify and send copies to Company of any policies maintained under this Article 10.0 written on a "claims-made" basis. The following language shall be used when referencing the additional insured status of Company: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insureds.

10.8 Customer shall require all of its contractors to carry insurance which meets the requirements specified under this Article 10.0 of this Agreement, and to name Company as an additional insured.

10.9 Anything in this Article 10.0 to the contrary notwithstanding, the Customer may elect to self-insure provided that the Company consents and Customer provides written notice and evidence of self insurance to the Company.

11.0 AUTHORIZATION NOT EXCLUSIVE

11.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Customer with respect to attachment rights to the Company's facilities. Company may grant, renew and extend rights and privileges to others that are not parties to this Agreement, whether by contract or otherwise, to attach to or use space upon a Pole or within a Structure subject to this Agreement.

12.0 ASSIGNMENT OF RIGHTS

12.1 Customer shall not assign or transfer this Agreement or any rights or authorization granted hereunder, and this Agreement shall not inure to the benefit of Customer's successors, without the prior written consent of Company.

12.2 In the event such consent or consents are granted by Company, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

12.3 Pole and Structure space licensed to Customer hereunder is for Customer's exclusive use only and is licensed to Customer for the sole purpose of permitting Customer to place or retain existing Attachments. Customer shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder. Customer shall not allow a third party, including affiliates, to place attachments or any other equipment anywhere on Attachments, upon Poles or within Structures, including, without limitation, the space on Poles or within Structures licensed to Customer for Customer's Attachments, without the prior written consent of Company.

13.0 FAILURE TO ENFORCE

13.1 Failure of either party to enforce or require compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

14.0 TERM OF AGREEMENT

14.1 Unless terminated in accordance with Article 16.0, this Agreement shall remain in effect for a term of five (5) years from the date hereof and shall continue indefinitely thereafter until terminated by either party with at least six (6) months written notice to the other party.

14.2 Termination of this Agreement or any licenses issued hereunder shall not affect Customer's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Company's and Customer's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, R.I.G.L. § 39-30-1, *et seq.*

15.0 TERMINATION OF LICENSE

15.1 Any license(s) issued pursuant to this Agreement shall automatically terminate when Customer ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to R.I.G.L. § 39-30-1, *et seq.* to construct, operate, and/or

maintain its Attachments on the public or private property at the location of the particular Pole or Structure covered by the license.

15.2 Customer may at any time terminate a license for any Attachment(s) provided written notice of such termination is received by Company no less than fifteen (15) days prior to the proposed removal of the Attachment(s) from the specific Pole(s) or Structure(s) (APPENDIX II, Form D). Following such removal, installation of an Attachment(s) to such Pole(s) or Structure(s) shall not be made again until Customer has first complied with all of the provisions of this Agreement as though no such installation of Attachment(s) to such Pole(s) or Structure(s) had ever been made.

15.3 Company may exercise its Removal Rights requiring Customer to remove its Attachment(s), at Customer's expense, from any of the designated Pole(s) or Structure(s) within fifteen (15) days after termination of the license covering such Attachment(s). If Customer fails to remove its Attachment(s) within such fifteen (15) day period, Company shall have the right to remove such Attachment(s) at Customer's expense.

15.4 Terms and conditions of Articles 5.0 and 17.0 of this Agreement shall govern the removal of Attachments.

16.0 TERMINATION OF AGREEMENT

16.1 If Customer fails to materially comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement, or if Facilities or Attachments are maintained or used in violation of any law and Customer shall fail within thirty (30) days after written notice from Company to correct such default or noncompliance, Company may, at its option, either (a) terminate this Agreement and all licenses granted hereunder, or (b) terminate any or all of the licenses covering the Pole(s) or Structure(s) as to which such default or noncompliance shall have occurred.

16.2 If, at any time, an insurance carrier notifies Company that any policy or policies of insurance, acquired pursuant to Article 10.0 *supra*, or any self-insurance is or will be canceled or changed so that the requirements of Article 10.0 will no longer be satisfied, then this Agreement shall terminate automatically unless prior to the effective date of the cancellation or change in the insurance policy(ies), Customer furnishes to Company new certificates of insurance or evidence of self insurance providing insurance coverage in accordance with the provisions of Article 10.0 *supra*.

16.3 In the event of termination of this Agreement, and to the extent Company is exercising Company's Removal Rights, Company may require Customer to remove its Attachments, Customer shall within thirty (30) days of the date of termination of this Agreement submit a plan and schedule to Company pursuant to which Customer (or its agents) will remove Attachments from Poles or Structures within six (6) months from the date of termination, unless

otherwise agreed to by both parties or as authorized by Customer, the Company (or its agents) will remove Attachments from Poles or Structures provided, however, that Customer shall be liable for and pay all fees, charges and associated costs due to Company pursuant to the terms of this Agreement until Attachments are removed from Poles or Structures.

17.0 REMOVAL RIGHTS

17.1 The Removal Rights as designated within this article shall apply in all cases where either Customer or Company terminates a License or this Agreement or in the course of normal operation or maintenance of an Attachment upon a Pole or within a Structure and as authorized pursuant to the requirements under Article 7.0, including but not limited to R.I.G.L. § 39-30-1, *e. seq.*

17.2 Company may exercise its Removal Rights and require Customer to remove its Attachment(s), and Customer, at the Customer's sole expense, shall remove or have removed in accordance with this Agreement its Attachment(s) from any Pole(s) and/or Structure(s) within fifteen (15) days of notice. If Customer (or its contractors or agents) fails to remove Attachment(s) from Pole(s) and/or Structure(s) within the applicable time period, Company shall have the right to remove the Attachment(s), at Customer's expense, and without any liability on the part of Company for damage or injury to Attachment(s). If Company exercises its Removal Rights to remove the Attachment(s), Company shall have the option to sell or otherwise dispose of the removed Attachment(s) to cover the expense of the removal. If the sale of the Attachment(s) does not cover the entire expense of the removal, Customer shall be liable for the remaining expense. Customer shall be liable for and pay all fees and charges pursuant to the terms of this Agreement to Company until such Attachment(s) are removed from Pole(s) and/or Structure(s).

17.3 Notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not by its terms, broaden or expand Company's Removal Rights.

18.0 CHOICE OF LAW

18.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Rhode Island without regard to the conflict of laws principles contained therein.

19.0 SEVERABILITY

19.1 In the event that any provision or part of this Agreement or the application thereof to any party or circumstance is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions or parts hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

20.0 **NOTICES**

20.1 All written notices required under this Agreement shall be given by posting the same via first class mail as follows:

(a) **To Customer:** All correspondence related to Customer's street and area lighting including but not limited to; this Agreement, Application for Street and Area Lighting Attachment License(s), Authorization for Field/Office Survey, Authorization for Make-Ready Work, and Notification of Discontinuance of Street or Area Lighting Attachment to Customer's office at:

(Municipality Contact Name)
(Title of Municipal Contact)
(Municipality Department Name)
City of East Providence
145 Taunton Avenue
East Providence, Rhode Island 02914-4505

(b) **To Company:** Application for Street and Area Lighting Attachment License, Authorization for Field/Office Survey Work, Authorization for Make-Ready Work, and Notification of Discontinuance of Street or Area Lighting Attachment, and a copy of all certificates of Insurance to Company's district office at:

The Narragansett Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
280 Melrose Street
Providence, RI 02907

All original certificates of Insurance to:

National Grid USA Service Company, Inc.
Attn: Risk Management, B-3
300 Erie Boulevard West
Syracuse, NY 13202

A copy of all applications, notices, authorizations and certificates to:

The Narragansett Electric Company d/b/a/ National Grid
Attention: Outdoor Lighting and Attachments
40 Sylvan Road
Waltham, MA 02451-1120

(c) Each party has the right to add, modify, change or remove contact information as presented herein provided such corrections are communicated in writing to the other party and made part of this Agreement.

21.0 ENTIRE AGREEMENT

21.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. Paragraph headings are for the convenience of the parties only and are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between Company and Customer, and all previous representations either oral or written, (insofar as Customer is concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

The Narragansett Electric Company d/b/a National Grid

By: _____

Name: Christopher Kelly

Title: Acting Senior Vice President, Electric Process and Engineering

City of East Providence

By: _____

Name: Richard E. Kirby

Title: City Manager

APPENDIX I
SCHEDULE OF FEES AND CHARGES
FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS

(A) Attachment

To the extent that the PUC may, in the future, allow Company to charge fees for the use of its Poles and Structures by Customer's Attachments, Customer agrees to pay such fees.

(B) Field/Office Survey

Whenever a Field/Office Survey is required under this Agreement, Customer shall pay Company for the expense thereof. The current standard charge assessed to Customer and all Other Customers for the Field/Office Survey is \$130.00 per Attachment and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Specific to each occurrence, any actions required by the Company to remedy a Pole or Structure ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field/Office Survey function. The Customer shall be responsible for the associated costs which will be predefined as an estimate in addition to the aforementioned fee.

(C) Make-Ready Work

Whenever Make-Ready Work is required under this Agreement, Customer shall pay Company for the expense thereof. Make-Ready Work may include, but is not limited to, the modification or replacement of the Pole upon and/or Structure within which Customer's Attachments will be placed to safely accommodate Customer's Attachments, and such other changes in the existing facilities upon and/or within such Pole and/or Structure as accommodating Customer's Attachments may require. Make-Ready Work expenses charged by Company may also include the following:

- (1) The net loss to Company on the replaced Pole and/or Structure based on its reproduction cost less depreciation, plus cost of removal;
- (2) Transferring Company's Attachments from the old Pole and/or Structure to the new Pole and/or Structure; and
- (3) Any other rearrangements and changes necessary by reason of Customer's proposed or existing Attachments.

(D) Other Charges and Fees

Customer shall be subject to and responsible for all other charges and fees under the applicable tariff.

(E) Payment Date

Failure to pay all authorized fees and charges within 30 days after presentment of the bill therefore or on the specified payment date or as otherwise provided in the applicable tariff, whichever is later, shall constitute a default of this Agreement with respect to the Facilities in question.

For bills rendered by Company, the following shall be applicable:

“Interest shall accrue and be payable to Company at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this Agreement. The payment of any interest shall not cure or excuse any default by Customer under this Agreement.”

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

APPLICATION FOR STREET AND AREA LIGHTING ATTACHMENT LICENSE / STREET AND AREA LIGHTING ATTACHMENT LICENSE	A-1
APPLICATION FOR STREET AND AREA LIGHTING ATTACHMENT LICENSE DETAIL	A-2
ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY	B-1
MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK	B-2
ITEMIZED MAKE-READY WORK	C
NOTIFICATION OF DISCONTINUANCE OF STREET OR AREA LIGHTING ATTACHMENT / ACKNOWLEDGMENT OF DISCONTINUANCE OF STREET OR AREA LIGHTING ATTACHMENT	D
IDENTIFICATION OF OWNERSHIP LABELS	E
LIGHTING SOURCE IDENTIFICATION LABELS	F
ACKNOWLEDGMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS	G

Agreement Number: 6407

Form A-1

Application Number: _____ (to be provided by Company)

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

**APPLICATION FOR
STREET AND AREA LIGHTING ATTACHMENT LICENSE**

Date of Application: _____

Customer Name: _____

In accordance with the terms and conditions of the Agreement for Customer-Owned Street and Area Lighting Attachments between Customer and Company, dated _____, application is hereby made for license(s) to make _____ (quantity) Attachments to Joint-Owned or Sole-Owned Poles or Underground Structures as indicated on the attached Form A-2.

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

STREET AND AREA LIGHTING ATTACHMENT LICENSE

Street and Area Lighting Attachment License(s) is hereby granted to make the Attachment(s) described in this application, identified as License No(s): _____ as Attachments to Structures as indicated on the attached Form A-2.

Date License Granted _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

NOTES:

1. Applications shall be submitted to Company.
2. Applications to be numbered in ascending order.
3. Company will process in order applications are received.

Agreement Number 6407
Application Number _____ (to be provided by Company)

Form A-2

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

**APPLICATION FOR
STREET AND AREA LIGHTING ATTACHMENT LICENSE DETAIL**

Date of Application: _____ Customer Name: _____

Municipality where Street and Area Lighting Attachment is to be made:

(Note: One Attachment request per Form A-2. Additional locations should be submitted on separate Form A-2.)

Attachment Electrical Feed Type: Overhead ____ Underground ____

Location Reference Information:

Street Name _____

Pole Number _____ Pole Suffix _____

If underground fed, location of connection point: _____

Attachment Description:

Fixture Source Type: _____ (Light Emitting Diode, High Pressure Sodium, etc.)

Nominal Wattage: _____

(Total System Wattage inclusive of the entire HID luminaire or LED device, ballast/driver, control device, color temperature and environment adjustment factor. Include manufacturer's specification and/or catalog sheet.)

Billing Information:

Bill to existing unmetered S-05 Bill Account? If yes, enter account #: _____ - _____
If no, a new account will be created by the Company.

Operating Schedule per Company's S-05 Tariff:

Dusk-to-Dawn ____ Continuous Operation ____

Part-Night ____ Dimming ____

Is this replacing an existing Customer-owned street or area light?: Yes ____ No ____

Note: A field survey may be required and if so, the Customer will be charged the Field/Office Survey Charge.

____ (Yes/No) CUSTOMER HEREBY REQUESTS COMPANY TO PROVIDE AN ITEMIZED
ESTIMATE OF MAKE READY WORK REQUIRED AND ASSOCIATED
CHARGES (APPENDIX II FORM C).

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number 6407
Application Number _____

Form B-1

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

ESTIMATE FOR FIELD/OFFICE SURVEY

Customer Name: _____

In accordance with the Agreement for Customer-Owned Street and Area Lighting Attachments, dated _____, the following is a summary of the charges which will apply to complete a field survey covering Application Number _____.

	<u>Unit Quantity</u>		<u>Rate / Unit</u>		<u>Total</u>
Field/Office Survey	_____	x	\$ _____	=	\$ _____
Ancillary Services	_____	x	\$ _____	=	\$ _____
Administrative Compensation			_____ %	=	\$ _____
			TOTAL		\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____.

Date _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application Number _____ is authorized and the costs therefore will be paid to Company in accordance with Appendix I to Agreement for Customer-Owned Street and Area Lighting Attachments.

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number: 6407
Application Number _____

Form B-2

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

MAKE-READY WORK ESTIMATE

Customer Name: _____

Field survey work associated with your Application for Street and Area Lighting Attachment License Number _____ dated _____, for Attachment to Joint-Owned or Sole-Owned Poles or Underground Structures has been completed. The following is a summary of the charges which will apply to complete the required Make-Ready Work to support the Customer-requested Attachment(s).

TOTAL MAKE-READY CHARGES \$ _____

Attached as requested, is an itemized description (Form C) of required Make-Ready Work. A cost estimate of associated Make-Ready Work is also attached. If you wish us to complete the required Make-Ready Work, please sign the authorization below and return with an advance payment in the amount of \$_____.

Date _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

AUTHORIZATION FOR MAKE-READY WORK

The Make-Ready Work associated with Application for Street and Area Lighting Attachment License Number _____ is authorized and the costs therefore will be paid to Company in accordance with Appendix I to Agreement for Customer-Owned Street and Area Lighting Attachments.

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

[illegible]

Agreement Number: 6407

Form D

**NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

**NOTIFICATION OF DISCONTINUANCE OF
STREET OR AREA LIGHTING ATTACHMENT**

Customer Name: _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the Agreement for Customer-Owned Street and Area Lighting Attachments dated _____, notice is hereby given that specific Attachment to Joint-Owned or Sole-Owned Pole or Underground Structure, as listed below, in the municipality of _____, covered by permit number _____ was removed on _____.

<u>Attachment License No.</u>	<u>Location Reference Street Address</u>	<u>Pole or Structure Reference No.</u>	<u>Attachment Description</u>	<u>Removal Date</u>
-----------------------------------	--	--	-----------------------------------	-------------------------

Total quantity of Attachments upon Poles and/or within Structures to be discontinued is _____.

Date _____

By (Print Name) _____

Signature _____

Title _____ Email _____

**ACKNOWLEDGMENT OF DISCONTINUANCE OF
STREET AND AREA LIGHTING ATTACHMENT**

Use of Joint-Owned or Sole-Owned Pole or Underground Structure has been discontinued as above.

Date _____

The Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____ Email _____

Form E

IDENTIFICATION OF OWNERSHIP LABELS

(A) **GENERAL**

This Appendix describes identification labels to be installed and maintained by Customer on its luminaires, cables and other apparatus to allow Company to readily identify the owner of such luminaires, cables and apparatus.

(B) **DESCRIPTION OF IDENTIFICATION LABELS**

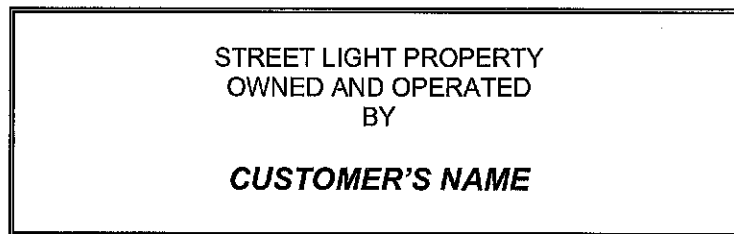


FIGURE 1: Ownership Identification Label

The label shall be in a form mutually agreed upon by the Parties. Customer shall be responsible for maintaining the legibility of ownership identification labels at all times.

The Ownership Identification Label shall be placed on Customer's facilities including, but not limited to, luminaires, cables, Guy Strands, terminals, terminal closures, and cabinets. The Identification Label shall read as follows: "STREET LIGHT PROPERTY OWNED AND OPERATED BY" and clearly display Customer's name. Customer's name may be printed on the label using indelible ink.

(C) **PROCUREMENT OF LABELS**

It shall be the responsibility of Customer to obtain, place, and maintain Ownership Identification labels.

(D) **INSTALLATION OF OWNERSHIP IDENTIFICATION LABELS**

When required by Section 3.3, Ownership Identification Labels shall be installed at the following locations:

(1) **AERIAL APPLICATIONS**

- (a) On each luminaire, on the bottom of the luminaire so that it is visible from the ground.
- (b) On cables at each pole on the bottom of the cable so that it is visible from the ground.
- (c) On cable risers at each pole, on the riser conduit approximately 6' above

IDENTIFICATION LABELS – Continued

ground.

- (d) At anchor and guy locations.
- (e) Between the device used to secure the strand (i.e., strand vise, guy grips or clamps) and the eye of the rod, or
- (f) If a guy shield is in place, at the top of the guy shield on the strand.
- (g) At terminal or Connection Point locations, at the neck of the terminal.
- (h) At cabinets, on the front of the cabinet.

(2) UNDERGROUND APPLICATIONS

- (a) On cables at each manhole or handhole, on the top of the cable so that it is visible from outside the manhole or handhole.
- (b) At terminal or Connection Point locations.
- (c) Within cabinets or other equipment where appropriate.

Form F

LIGHTING SOURCE IDENTIFICATION LABELS

The Customer is required to provide and affix to each luminaire a clear, legible and comprehensive lighting source identification label consistent with ANSI-NEMA Standards for Roadway and Area Lighting Equipment – Luminaire Field Identification, (ANSI/NEMA C136.15, latest revision) or other industry standard compliant with the specific lamp or lighting source, as applicable.

Form G

ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS

The City of East Providence hereby acknowledges and agrees to the following:

1. The Narragansett Electric Company, d/b/a National Grid (hereinafter "National Grid") expects the use of electrically-qualified personnel as required by OSHA in 29 CFR 1910.269 for all work associated with the AGREEMENT FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS BETWEEN THE NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID and CITY OF EAST PROVIDENCE DATED AUGUST __, 2016 (hereinafter "EAST PROVIDENCE AGREEMENT").
2. The City of East Providence hereby agrees that any work being done pursuant to EAST PROVIDENCE AGREEMENT will be done by qualified electrical workers as defined by OSHA in 29 CFR 1910.269 and in accordance with all relevant laws, regulations, codes, and industry standards.
3. The City of East Providence understands and agrees that any injuries to persons or property arising out of or related to this work, including without limitation as a result of a failure to comply with this ACKNOWLEDGMENT, will be the sole responsibility of the City of East Providence pursuant to ARTICLE 9.0 of EAST PROVIDENCE AGREEMENT, except to the extent attributable to the negligence or willful misconduct of National Grid.

CITY OF EAST PROVIDENCE

BY:

NAME: Richard E. Kirby

TITLE: City Manager

DATE: __/__/2016



Narragansett Electric Co. Guidelines for Customer-Owned Street Lighting Installation and Maintenance

The general safety and welfare of the public and all workers are of paramount concern to Narragansett Electric Co., d/b/a National Grid (hereinafter "Company"). These concerns are particularly salient as street lights are installed within the designated electric space on a distribution pole and/or provided service from underground electric distribution enclosures. To perform work on street lights, workers must often be within established electrical clearances above the communication space and in close proximity to electric distribution lines with voltages as high as 34.5KV. Therefore, the Company requires that anyone working above the communication space on Company poles or within electric distribution enclosures are electrically qualified as defined by OSHA 1910.269 (hereinafter "Qualified Electrical Worker"). Customer personnel or Qualified Electrical Workers are never allowed to enter a Company manhole, handhole, or other enclosed electrical equipment for any reason without the Company's safety supervision personnel being present on site.

Maintenance of Overhead Customer-Owned Street and Area Lighting Equipment

Once the street lighting purchase process and the transfer of ownership of the unmetered street lights or the attachment of customer-owned unmetered street and area lighting as available under the S-05 tariff (new requests) is complete, the customer is responsible for maintaining all customer-owned street and area lighting equipment, including but not limited to: luminaires, standards, foundations, conduits and conductors. The Company will allow the customer to perform all maintenance activities on customer-owned equipment provided they are in compliance with the following provisions:

- The customer shall ensure that only Qualified Electrical Workers perform work on the street lighting system. This assurance will be provided to the Company through the execution of the Company's Acknowledgment for the Use of Qualified Electrical Workers document (hereinafter "Acknowledgment") by an appropriately authorized municipal or governmental official. This Acknowledgment is currently located in the Agreement for Customer-Owned Street and Area Lighting Attachments as Appendix Form G.
- If the customer's workers do not meet the qualifications stated above, or the Company is not in receipt of a valid Acknowledgment, the customer shall request that the Company make all connections and/or disconnections of the customer's street lighting system to the Company's secondary distribution conductors to facilitate certain maintenance or equipment replacement in a de-energized condition. If this occurs, the Company will assess the appropriate service charges per the Company's Terms and Conditions for Distribution Service.¹

Maintenance of Underground Customer-Owned Street and Area Lighting Equipment

Customer personnel or Qualified Electrical Workers are never allowed to enter a Company manhole, handhole, or other enclosed electrical equipment for any reason without the Company's safety supervision personnel being present on site.

¹ R.I.P.U.C. No. 2130.



Narragansett Electric Co. Guidelines for Customer-Owned Street Lighting Installation and Maintenance

However:

- At the sole discretion of the Company, the customer's Qualified Electrical Workers may be allowed supervised access to perform maintenance or equipment replacement functions of customer- owned equipment within enclosed Company facilities.
- When supervised access is denied, the Company shall schedule and perform the required customer work and be reimbursed for all time and expenses, including materials, in accordance with the Company's Attachment Agreement.

The Company will allow the customer to perform all routine maintenance activities on customer-owned underground fed equipment provided compliance with the following provisions:

- The customer shall ensure that only Qualified Electrical Workers work on its street and area lighting system by having an appropriately authorized municipal or governmental official execute the Acknowledgment.
- The Company will permit a customer's Qualified Electrical Worker to install the fused disconnect device through the access point at the pole base of the first street light from the source while the street and area lights are energized.
- As mentioned previously, if the customer's workers do not meet the qualifications stated above, or the Company is not in receipt of a valid Acknowledgment, the customer must request that the Company make all connections and/or disconnections of the customer's street lighting system to the Company's secondary distribution conductors to facilitate certain maintenance or equipment replacement in a de-energized condition. If this occurs, the Company will assess the appropriate service charges per the Company's Terms and Conditions for Distribution Service as referenced in the Company's Attachment Agreement.

Electric System Separation

Per the Company's Attachment Agreement, the customer is responsible for creating a physical electrical separation between the Company's secondary conductors and the customer-owned street and area light conductors. This separation is accomplished by installing a fused disconnect device (e.g., an in-line fuse holder capable of utilizing a midjet cartridge style fuse on every street and area light supply located as near as possible to the connection to the Company-owned secondary conductors). The Company will permit the customer to install the disconnect devices on existing street light locations in an energized condition using Qualified Electrical Workers, which will include the disconnecting of the existing energized supply conductor source to the street light luminaire. This should not require a visit from the Company to de-energize or re-energize the street light source at the service connection.

- The fused disconnect device, in addition to providing electrical protection, shall serve as a disconnect point for the customer-owned street light. Once installed, the customer's Qualified Electrical Worker may disconnect or reconnect a customer-owned street light(s) using the fuse device to perform maintenance or other equipment



Narragansett Electric Co. Guidelines for Customer-Owned Street Lighting Installation and Maintenance

replacement. The disconnect device must be installed prior to or during any major maintenance/equipment replacement of an existing light (luminaire replacement, arm/bracket replacement, etc.) or within a period not greater than 10 years following the purchase date, and must be installed at the time of any new customer-owned lighting attachment. Further, in the event a customer plans to purchase the Company's street lights and convert to LED or other light source, this fused disconnect device is required to be installed at the time of conversion.

- For underground customer circuit applications, the customer shall locate the disconnect device within an enclosure installed and owned by the customer and located in close proximity to the designated service connection location within the enclosed Company facility. However, optimum location for the disconnect device is within an enclosure installed and owned by the customer and located in close proximity to the designated service connection location within the enclosed company facility. However, at a minimum for existing street lighting installations only, the disconnect device can be located within the base of the first street light standard closest to the circuit's service connection.
- If it is found that the existing street light conductors or circuits are insufficient, the Company will allow the customer to install a #10 AWG wire of sufficient length, and will allow the customer to make the permanent connections to the Company's secondary using the appropriately sized connectors per the Company's Customer-Owned Municipal Lighting Standards.

New or Relocation Lighting Requests - Overhead

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by overhead equipment, the customer must submit the appropriate Company forms provided in the Attachment Agreements prior to a required field survey by the Company personnel or agent. The field survey is performed to ensure all NESC clearances and loading conditions of the distribution structure or pole are acceptable. If existing clearances and load capacity are sufficient, the Company shall approve the customer's installation or relocation of street lighting equipment. If existing clearances and load capacity are not sufficient to accommodate the requested attachment, the make-ready terms and provisions of the Attachment Agreement will become applicable.

Once the appropriate conditions for installing or relocating the equipment are met, the customer shall:

1. Install the equipment per the Company's Customer-Owned Lighting Standards using Qualified Electrical Workers;
2. Leave a recommended #10 AWG Black wire and a #10 AWG White wire of sufficient length for the Company to perform the final connections to the company's secondary network;
3. Provide a #4 AWG stranded copper conductor with sufficient length to connect to the pole mounting equipment grounding conductor (when available) or to the secondary system neutral.



Narragansett Electric Co. Guidelines for Customer-Owned Street Lighting Installation and Maintenance

4. Install the physical disconnect device to be installed and ready prior to making the final connection to the secondary conductors on new or relocated lights.

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by overhead equipment, the Company personnel shall perform the final service connections. The Company will assess the applicable Lighting Service Charge per the Company's Terms and Conditions for Distribution Service and referenced in the Company's Attachment Agreements.

New or Relocation Lighting Requests - Underground

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by underground equipment, the customer must submit the appropriate Company forms provided in the Attachment Agreements prior to the Company personnel performing the required field survey to locate and provide an applicable electrical service point. Following the customer's installation of the equipment per the Company's Customer-Owned Lighting Standards, which recommends #10 AWG Black and White wire of adequate length and a required #4 AWG stranded copper conductor to be installed to the specified ground assembly provided by the customer, the Company would perform the supply connections at the service point.

For new customer-owned street lighting attachments or the relocation of existing street lights sourced by underground equipment, Company personnel shall perform the final service connections. The Company will assess the applicable Lighting Service Charge per the Company's Terms and Conditions for Distribution Service as referenced in the Company's Attachment Agreements.

Lighting Removal Requests

In the event a customer determines a light is no longer needed, the customer may remove the lighting equipment from the pole or other Company facility. The customer will be responsible for disconnecting the existing source and neutral conductors to the light and making the circuit electrically and physically safe. Given that the appropriate notification and timeframes are provided to the Company by the customer per the Attachment Agreement, and upon notification of the customer's removal of all street lighting equipment, the Company will visit the location and remove the remaining connections from the secondary network. At that point, electric service billing for that location will be terminated following the billing of the applicable Lighting Service Charge per the Company's Terms and Conditions for Distribution Service for removal of the connection per each service connection location.

Contact Us

In the event that a Qualified Electrical Worker performing work on behalf of the customer is presented with a situation that may require the Company's assistance, please do not hesitate to contact a Company representative before performing or continuing the work. Be advised, however, that the Company shall perform work requests in accordance with the applicable provisions of the Company's Terms and Conditions for Distribution Service.



**“COSTS TO CONSIDER”
CHECKLIST
FOR
CUSTOMER-OWNED
STREET AND AREA LIGHTING
PURCHASE/REPLACEMENT/ATTACHMENT**

CUSTOMER STREET AND AREA LIGHTING "COSTS TO CONSIDER" CHECKLIST PURCHASE / REPLACEMENT / ATTACHMENT

Note: This checklist contains information that is provided for reference only, and should not be considered a substitute for a thorough analysis of the applicable tariffs, agreements, and financial considerations specific to each customer. This includes, but is not limited to the Agreement of Sale, Agreement for Customer-Owned Street and Area Lighting Attachments and the S-05 Street and Area Lighting - Customer Owned Equipment tariff.

I. DEFINITIONS

- **Closing Documents:** The "Closing Documents" consist of, collectively, (1) the Agreement of Sale, and (2) the Agreement for Customer-Owned Street and Area Lighting Attachments ("Attachment Agreement"). The Closing Documents are executed by Narragansett Electric Company ("Company") and a city or town for the purchase of the Company's street and area lighting facilities pursuant to R.I.G.L. § 39-30-1.
- **Customer:** The "Customer" is defined as a city, town, or municipality that has purchased Company owned street or area lighting facilities pursuant to R.I.G.L. § 39-30-1.
- **Material Change:** A "Material Change" shall mean any alteration, modification or replacement made to an existing facility. This shall include any change to its characteristics associated with the licensed specifications or description, mode of operation or maintenance, physical attributes, use of company poles and/or structures by the company or other customers, or attributes related to billing. Examples of a "Material Change" include, but are not limited to: the replacement of an existing High Pressure Sodium luminaire with an LED fixture (regardless of the wattages); the replacement of an existing luminaire to anything other than the same source type and lumen output (in-kind); the relocation of an existing luminaire on the pole; or a change in the operation from dusk-to-dawn to continuous or part-night (Refer to the Attachment Agreement for more information).
- **Qualified Electrical Worker:** A "Qualified Electrical Worker" is an employee or contractor that satisfies the requirements of OSHA 29 C.F.R. 1910.269. The Company will allow a Customer to perform all maintenance activities and electric system separations on a customer-owned street and area lighting system provided they use Qualified Electrical Workers and the Company is in receipt of a signed Acknowledgment for the Use of Qualified Electrical Workers form (Refer to Narragansett Electric Co. Guidelines for Customer-Owned Street Lighting Installation and Maintenance and the Attachment Agreement for more information).

II. OWNERSHIP OF STREET AND/OR AREA LIGHTING COSTS

- ☐ **Notice to Purchase:** The city or town is responsible for providing written notice to the Company and to the Rhode Island Public Utilities Commission of its intent to purchase designated Company-owned street and/or area lighting equipment and receive service from an alternate tariff in accordance with R.I.G.L. § 39-30-1.

This checklist contains information that is provided for reference only, and should not be considered a substitute for a thorough analysis of the applicable tariffs, agreements, and financial considerations specific to each customer.

CUSTOMER STREET AND AREA LIGHTING "COSTS TO CONSIDER" CHECKLIST PURCHASE / REPLACEMENT / ATTACHMENT

- ☐ **Purchased Facility Inventory:** The Customer is responsible for any actions and/or costs necessary to provide or confirm the facility inventory to be purchased.
- ☐ **Street and/or Area Lighting Purchase Price:** The Customer is responsible for payment of the purchase price in accordance with R.I.G.L. § 39-30-1.
- ☐ **Repair and Maintenance:** The Customer is responsible for all repairs, maintenance, and replacement of its facilities after the closing date.
- ☐ **Insurance:** The Customer is required to obtain a satisfactory amount of insurance to protect both the Customer and the Company. Refer to the Closing Documents for more information.
 - The Customer may elect to self-insure provided that the Company consents and the Customer provides written notice and evidence of self-insurance to the Company prior to or at the closing date.
- ☐ **Taxes:** The Customer is responsible for all taxes associated with the facilities after the closing date.
- ☐ **Lighting/Ownership Identification Labels:**
 - Light Source Identification – The Customer is responsible for costs associated with lighting source identification labels consistent with ANSI-NEMA Standards for Roadway and Area Lighting Equipment – Luminaire Field Identification (ANSI/NEMA C136.15 – latest revision).
 - Location Identification – The Customer is required to use a location identification system. The Customer may retain the Company's existing Pole Number/Street Name designation or provide its own specific customer location identification to the Company as placed at the location.
 - Ownership Identification – The Customer is responsible for costs associated with labeling the purchased facilities. An exterior label is to be placed on the Customer's street lighting facilities to designate Customer ownership of the street lighting assembly (preferably on the luminaire) per the Attachment Agreement. A "red dot" is unacceptable as this label designates a specific Company function on other customer-owned facilities.

III. COSTS ASSOCIATED WITH PERFORMING STREET AND AREA LIGHTING EQUIPMENT CHANGES

- ☐ **Qualified Electrical Workers Required:** All work performed by the Customer's employees or contractors to place, maintain, or remove street and area lighting attachments is to be in accordance with the applicable requirements and specifications of the most recent editions of the National Electrical Code (NEC); the National Electrical Safety Code (NESC); and the rules, regulations, and provisions of the Occupational Safety and Health Act (OSHA). The Customer shall either use Qualified Electrical Workers to perform this work or reimburse the Company for the costs to de-energize/re-energize and/or make-safe the lighting facilities prior to Customer work.

This checklist contains information that is provided for reference only, and should not be considered a substitute for a thorough analysis of the applicable tariffs, agreements, and financial considerations specific to each customer.

CUSTOMER STREET AND AREA LIGHTING "COSTS TO CONSIDER" CHECKLIST PURCHASE / REPLACEMENT / ATTACHMENT

- ☐ **Disconnect Device:** Customers are required to install a disconnect device to allow for an electrical separation between the Customer's and Company's systems. The Company accepts the installation of an in-line fuse assembly to be installed on the Customer's electric circuit conductor in close proximity to the connection point (Refer to the Closing Documents and Narragansett Electric Co. Guidelines for Customer-Owned Street Lighting Installation and Maintenance for more information). The installation of the disconnect device is to be performed at the time of the Customer's material (asset) change or within 10 years of the purchase date, whichever occurs first.
 - The Customer's Qualified Electrical Worker may perform the installation of the disconnect device for existing facilities without the Company performing disconnection/connection related work.
 - To the extent that the Company sends its employees or other representatives to each location for the purpose of connecting/disconnecting the Customer's facilities to the Company's system, the Company will assess a Lighting Service Charge per location as described below.
- ☐ **Field Survey Charge:** In the event that the Company performs a field survey to determine whether Make-Ready work is required, the Customer shall be required to pay a field survey charge, currently \$130.00 per attachment, for each distribution pole or underground electrical distribution system application on which the Customer either requests to install an attachment or proposes to relocate or materially change an existing attachment (Refer to the Closing Documents for more information).
- ☐ **Make-Ready Work Expenses:** In the event that the Company must perform Make-Ready work to accommodate the Customer's proposed attachments, the Customer shall be required to pay the Company the expenses associated with Make-Ready Work on the electric distribution system. A Make-Ready Work Estimate will be submitted by the Company prior to any work being performed. The Customer will authorize and make payment prior to the Company performing the make-ready work. The Customer will also be responsible for paying existing pole attachment owners for any costs incurred if the Customer performs a material change affecting the owners' attachments.
- ☐ **Lighting Service Charge:** The Company will allow a Customer to perform all maintenance activities and electric system separations on customer-owned street and area lighting system provided they use Qualified Electrical Workers (see Narragansett Electric Co. Guidelines for Customer-Owned Street Lighting Installation and Maintenance). However, the Company shall assess a Lighting Service Charge associated with the performance of connection-related work or to assess and repair other electrical system conditions which are specific to the Customer's lighting system. Per the Company's Terms and Conditions for Distribution Service, the current charge is \$130.00 per location, per occurrence. Each request for the Company to respond to a Customer's service request is to be communicated by the Customer to the Company in a form which can be documented. The Company shall charge this fee to the Customer unless

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CUSTOMER STREET AND AREA LIGHTING "COSTS TO CONSIDER" CHECKLIST PURCHASE / REPLACEMENT / ATTACHMENT

the observed electrical condition and repair is directly related to the Company's electric distribution system.

- ☐ **Inspection of Unauthorized Attachments Expense:** The Customer shall be required to pay the Company the expenses associated with performing an inspection of a customer attachment which does not have an outstanding license, or there is a discrepancy in the type, style or size of the installed attachment as compared to the Company's records, or any situation creating a safety-related emergency situation or any condition that prevents safe access to the Company's poles or electrical equipment or other customer's facilities. The Company shall work with the Customer to determine whether the unauthorized attachment existed prior to the date of the Agreements (Refer to the Closing Documents for more information).

IV. OTHER ISSUES CUSTOMERS SHOULD CONSIDER AFTER STREET AND AREA LIGHTING PURCHASE

- ☐ The street and area lighting facility purchased by the Customer is considered an attachment by the Company. The street lighting space allocation in an overhead configuration is located within the "electric" space on the distribution pole below the secondary conductor. This space is also available for coexistence of Company-owned lighting equipment.
- ☐ The proper bonding/grounding of Customer owned lighting facilities is required per NESC and Company standards.
- ☐ A Customer must participate and comply with the state's "Call Before You Dig" regulations.
- ☐ At the Customer's expense, any ancillary requirements or materials removed, or caused to be removed, from within the underground structures by the Company on behalf of the Customer shall be managed, tested, treated, transported, stored and disposed of by the Company in accordance with applicable rules, regulations or statutes.

This checklist contains information that is provided for reference only, and should not be considered a substitute for a thorough analysis of the applicable tariffs, agreements, and financial considerations specific to each customer.

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This document contains information that is provided for reference purposes only, and should not be construed or used as a substitute for an analysis of the applicable tariffs, agreements, and safety regulations specific to each particular customer.

CUSTOMER OWNED OUTDOOR LIGHTING – TABLE OF CONTENTS			
nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
		10 – (page 1 of 14)	07/14

1. **SAFETY:**

The number 1 priority of every job is:

SAFETY!

National Grid's distribution poles carry electric lines that operate at voltages as high as 34,500 volts and can carry very high amperages.

National Grid's underground infrastructure carries the same very high distribution voltages and amperages in a confined space, and may also carry sub-transmission or transmission lines that operate at even higher voltage levels.

Outdoor lights are installed within the electric space on a distribution pole. Performing work on outdoor lights may require the worker to be in close proximity to the distribution lines.

It is the responsibility of the customer that owns and maintains outdoor lighting to insure that all personnel working on the outdoor lighting system are qualified to work in the designated electric supply space on a distribution pole in accordance with OSHA 1910.269.

OVERHEAD DISTRIBUTION

No customer, customer's employees, or contractors are ever allowed to perform any work on National Grid 120/240 volt or 120/208 volt secondary conductors.

UNDERGROUND DISTRIBUTION

No customer, customer's employees, or contractors are ever allowed to enter a National Grid manhole or handhole for any reason without National Grid safety supervision personnel being present on site.

IF UNSURE: - STOP – Call National Grid for assistance.

No outdoor lighting repair is too important to sacrifice personal safety.

OUTDOOR LIGHTING - SAFETY			
ISSUE	STANDARD NUMBER	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	nationalgrid
07/14	10 – (page 2 of 14)		

2. **GENERAL:** These Standards identify requirements to enable a customer to safely install, remove, and maintain a customer owned outdoor lighting system which is installed on National Grid distribution poles and connected to National Grid overhead or underground secondary conductors.

Standards: All customer owned outdoor lighting shall be in compliance with the applicable provisions of the National Electric Safety Code, (NESC) latest edition, and the applicable National Grid Construction Standards.

Note: (As of July 1, 2014, the latest edition of the NESC is the 2012 edition)

Customer Owned Equipment: The customer shall be responsible to own, operate, and maintain all outdoor lighting equipment beyond the service tap connections to National Grid. This shall include, but not be limited, to the following:

1. Supplying all material and labor.
2. Transferring an overhead supplied outdoor light attachment to a new pole in the event of a pole replacement.
3. Relocating an overhead supplied outdoor light attachment to accommodate other construction activities on the pole.
4. Performing any work required on the outdoor lighting underground conduit system, conductors, foundation, pole, arm and luminaire.
5. Emergency 24 hour response to remove or make safe the outdoor light attachment in the event of a broken pole.

NOTE: In an emergency, National Grid personnel may perform, at customer expense, any customer outdoor lighting work National Grid deems necessary to maintain public or employee safety.

Electrical Separation: The customer is responsible to create an electrical separation between the National Grid secondary conductors and the customer owned outdoor lighting conductors. This is required to insure the safety of National Grid and customer employees. It also clearly defines where National Grid ownership ends and customer ownership begins. This is accomplished by installing a dual pole in-line fuse holder with a midget cartridge style fuse on every outdoor light supply located as near as possible to the connection to the National Grid owned secondary conductors. This fuse, in addition to providing electrical protection, shall serve as a future disconnect point for the customer owned outdoor light. Once installed, the customer may disconnect or reconnect a customer owned outdoor light only by means of the in-line fuse holder. See Figure 6 for overhead supplied outdoor lights, and Figures 7, 8, 9, or 10 for underground supplied outdoor lights. See Figure 12 for in-line fused disconnect details.

Ownership Identification: The customer is responsible to label all customer owned outdoor lighting luminaires in accordance with National Grid Construction Standards. See Figures 1 and 2.

Worker Qualifications: All customer work shall be completed only by personnel qualified to work in the electric supply space on a distribution pole (herein referred to as "Qualified Worker") in accordance with OSHA 1910.269. An executed copy of the OSHA 1910-269 ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS form is mandatory.

Final Connections to National Grid 120/240 VAC or 120/208 VAC Secondary Conductors: For OVERHEAD supplied lighting, National Grid will permit a Qualified Worker to make all connections and disconnections of customer owned outdoor light supply conductors to the company owned secondary and grounding conductors. For UNDERGROUND supplied lighting, National Grid will permit a Qualified Worker to make all connections and disconnections of customer owned outdoor light supply conductors to the company owned secondary and grounding conductors provided that National Grid personnel are present to provide safety supervision and access to the underground facilities.

CUSTOMER OWNED OUTDOOR LIGHTING - GENERAL			
nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
		10 – (page 3 of 14)	07/14

3. **CONSTRUCTION DRAWINGS:**

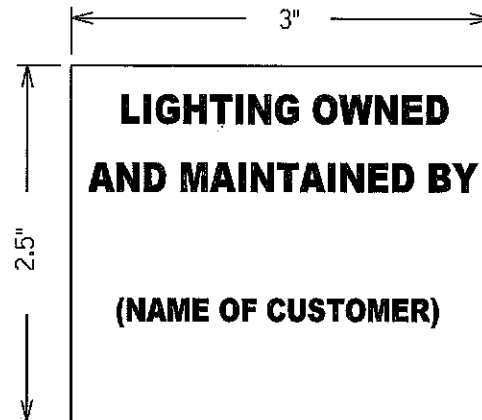


Figure 1 – Ownership Identification Label for Customer Owned Outdoor Luminaires

1. All customer owned outdoor light luminaires shall be identified with a label to clearly define ownership and maintenance responsibilities.
2. Ownership identification labels shall be reflective white with black lettering. See Figure 1.

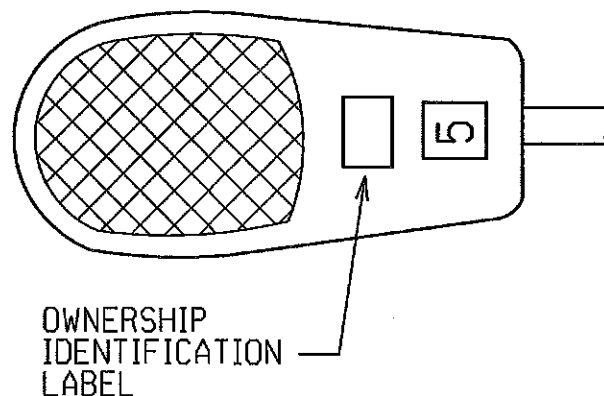


Figure 2 – Installation of Ownership Identification Label

1. Ownership identification label shall be installed on the lower door of a horizontal roadway luminaire such that it is clearly visible from the ground. See Figure 2.
2. For post top, floodlight, and other luminaires, the ownership identification label shall be installed on the luminaire housing in a location such that it is clearly visible from the ground.

OWNERSHIP IDENTIFICATION OF CUSTOMER OWNED LIGHTING			
ISSUE	STANDARD NUMBER	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	nationalgrid
07/14	10 – (page 4 of 14)		

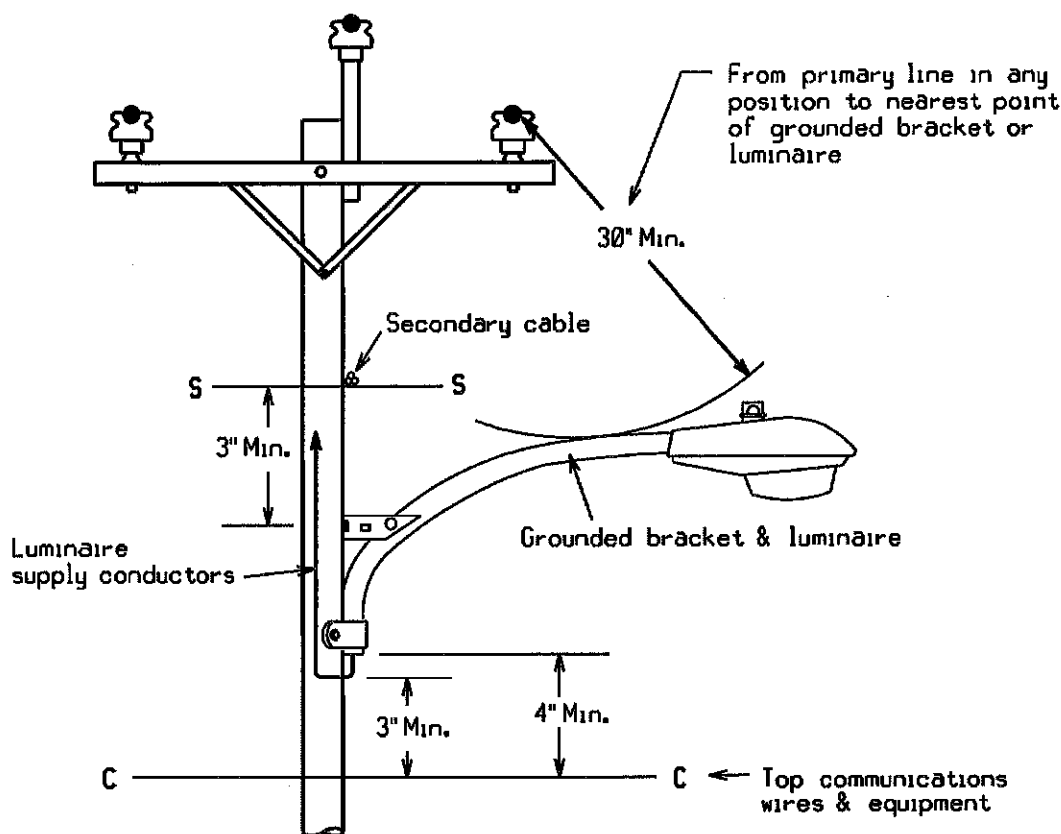


Figure 3 – Outdoor Light Clearance from Overhead Conductors

1. Primary Conductors – Maintain minimum 30-inch clearance from any primary conductor or cable to nearest point of grounded luminaire or bracket.
2. Secondary Conductors – Maintain minimum 3-inch vertical clearance from secondary wires or cable to nearest point of grounded luminaire bracket. (NESC Table 239-1)
3. Communications Cables – Maintain minimum 4-inch vertical clearance from closest communication cable to nearest point of grounded luminaire bracket. (NESC Table 238-2)

Maintain minimum 3-inch clearance from closest communications cable to nearest point of luminaire supply conductors drip loop. Luminaire supply conductors must be covered with non-metallic flexible conduit. (NESC 238D)

4. Location on Pole – Always install the outdoor light **BELOW** the secondary conductors. This applies to new installations and any time an existing outdoor light is relocated or transferred to a new pole.

CLEARANCES FROM OVERHEAD CONDUCTORS			
nationalgrid	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	STANDARD NUMBER	ISSUE
		10 – (page 5 of 14)	07/14

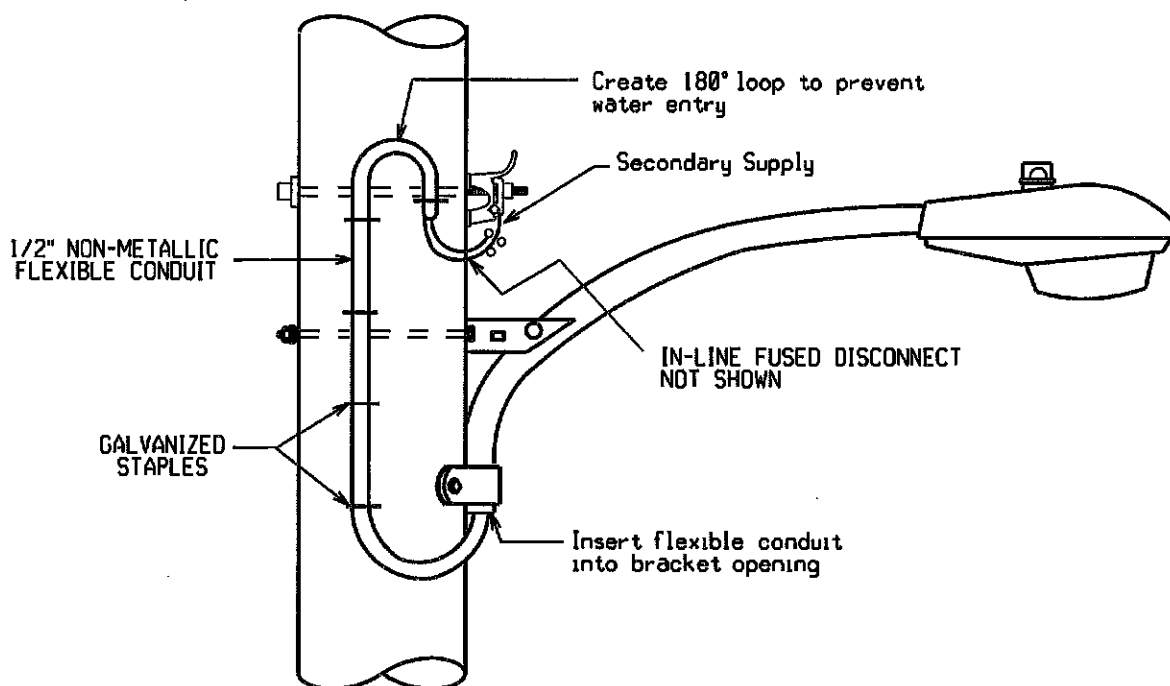


Figure 4 - Mechanical Protection for Overhead Supplied Outdoor Light Fixture Conductors

1. NESC Table 239G1 requires that all luminaire supply conductors (#10 AWG) shall have mechanical protection (1/2" non-metallic flexible conduit) installed from the point where they leave the pole end of the bracket to the connection to the secondary supply in order to take advantage of the clearance dimensions shown on page 5.
2. Insert the non-metallic flexible conduit into the bracket opening and extend up the pole to the secondary supply.
3. Create a 180 degree loop at the secondary supply to prevent rain water from entering and becoming trapped inside the flexible conduit.
4. Secure the non-metallic flexible conduit with galvanized staples spaced 12-inches apart or closer as necessary.

MECHANICAL PROTECTION FOR OVERHEAD OUTDOOR LIGHTING FIXTURE CONDUCTORS			
ISSUE	STANDARD NUMBER	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	nationalgrid
07/14	10 – (page 6 of 14)		

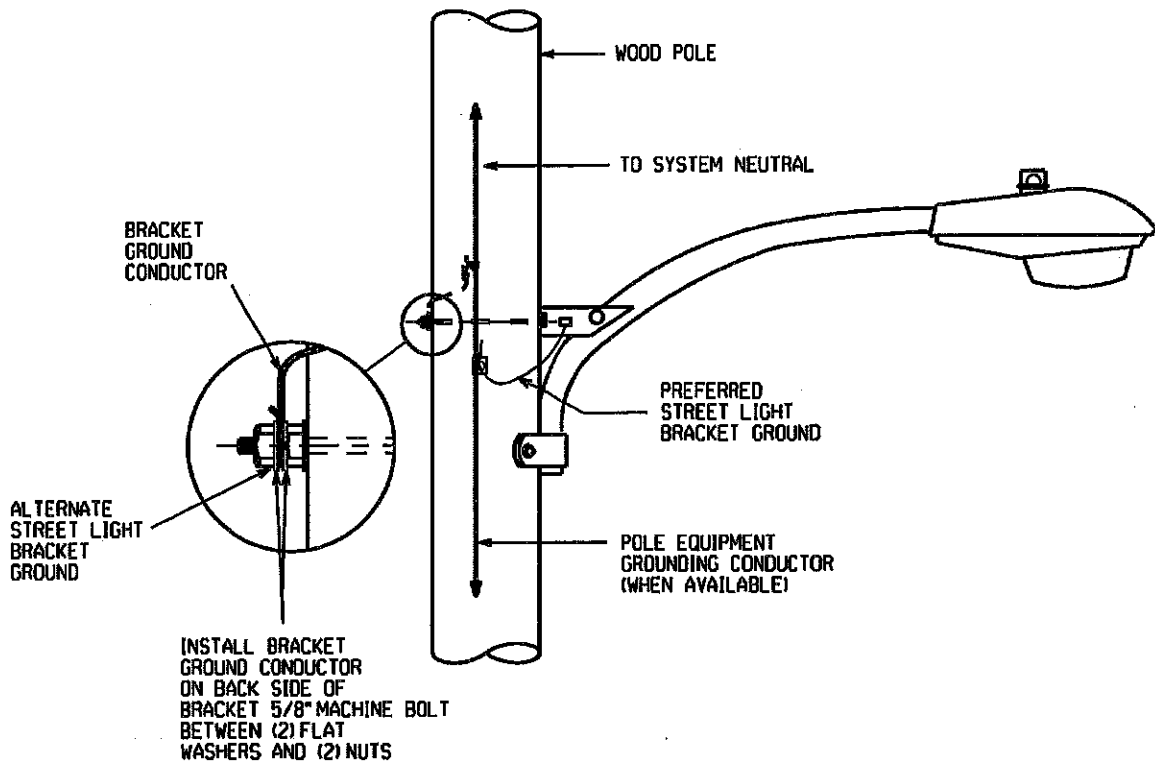


Figure 5 – Grounding of Overhead Supplied Outdoor Light

1. Every outdoor light bracket shall be grounded. Install a #4 AWG stranded copper conductor with enough length to connect to the pole equipment grounding conductor (when available) or to the secondary system neutral. Final connections to National Grid conductors may be made by a Qualified Worker.
2. Many brackets have a bracket grounding bolt located near the wood pole end of the bracket. If none exists, install a bracket grounding bolt on the bracket or connect grounding conductor to the back side of the 5/8" square head machine bolt which secures the bracket to the pole.

GROUNDING OF OVERHEAD SUPPLIED OUTDOOR LIGHTING			
nationalgrid	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	STANDARD NUMBER	ISSUE
		10 – (page 7 of 14)	07/14

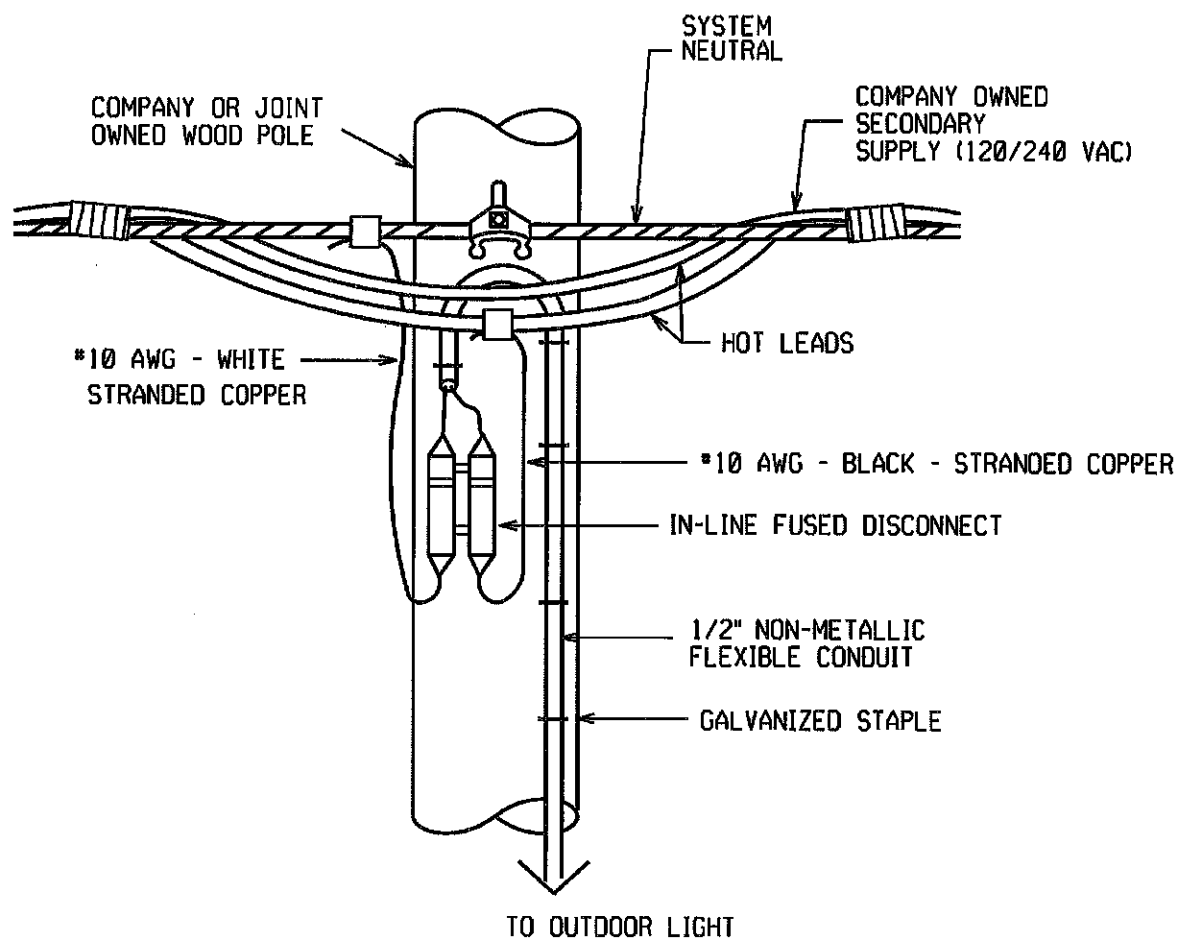


Figure 6 – Connection of Overhead Supplied Customer Owned Outdoor Light to National Grid Overhead Secondary Conductors

1. Every customer outdoor light shall have an in-line fused disconnect as described in "Electrical Separation" on page 3. See page 14 for details on the in-line fused disconnect.
2. Secure the in-line fused disconnect to the pole using a spring loaded conduit clip or galvanized staple.
3. Provide sufficient slack in the luminaire wiring to facilitate fuse replacement.
4. Outdoor lighting fixture wiring shall be #10 AWG 7-strand copper BLACK-WHITE with RHH/RHW/USE-2 insulation.

CONNECTION OF CUSTOMER OWNED LIGHTING TO NATIONAL GRID OVERHEAD SECONDARY CONDUCTORS			
ISSUE	STANDARD NUMBER	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	nationalgrid
07/14	10 – (page 8 of 14)		

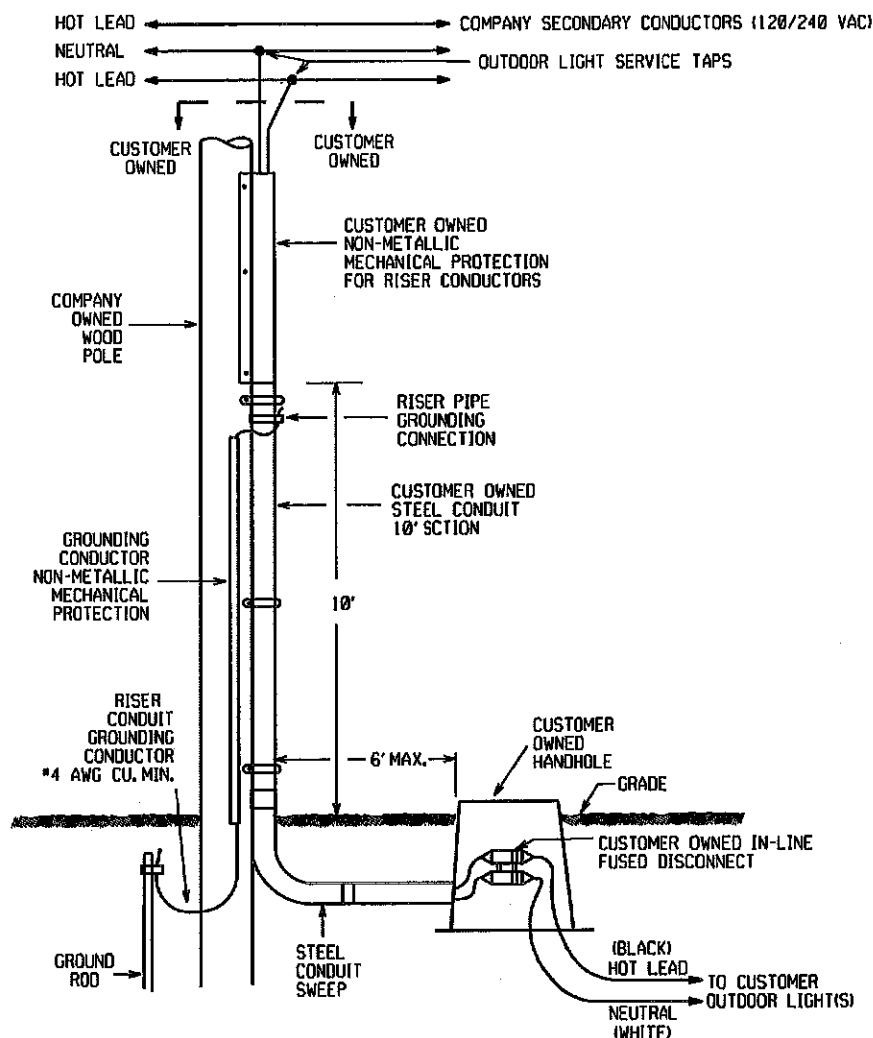


Figure 7 – Connection of Customer Owned Outdoor Lighting Riser to National Grid Overhead Secondary Conductors

1. Install customer owned handhole as shown in Figure 7. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.
2. Always install the riser conduit away from vehicle traffic.
3. No more than (2) riser conduits may be attached to a pole. Consult National Grid Engineering if more than (2) risers are desired.
4. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.

CONNECTION OF CUSTOMER OWNED OUTDOOR LIGHTING RISER TO NATIONAL GRID OVERHEAD SECONDARY CONDUCTORS			
nationalgrid	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	STANDARD NUMBER	ISSUE
		10 – (page 9 of 14)	07/14

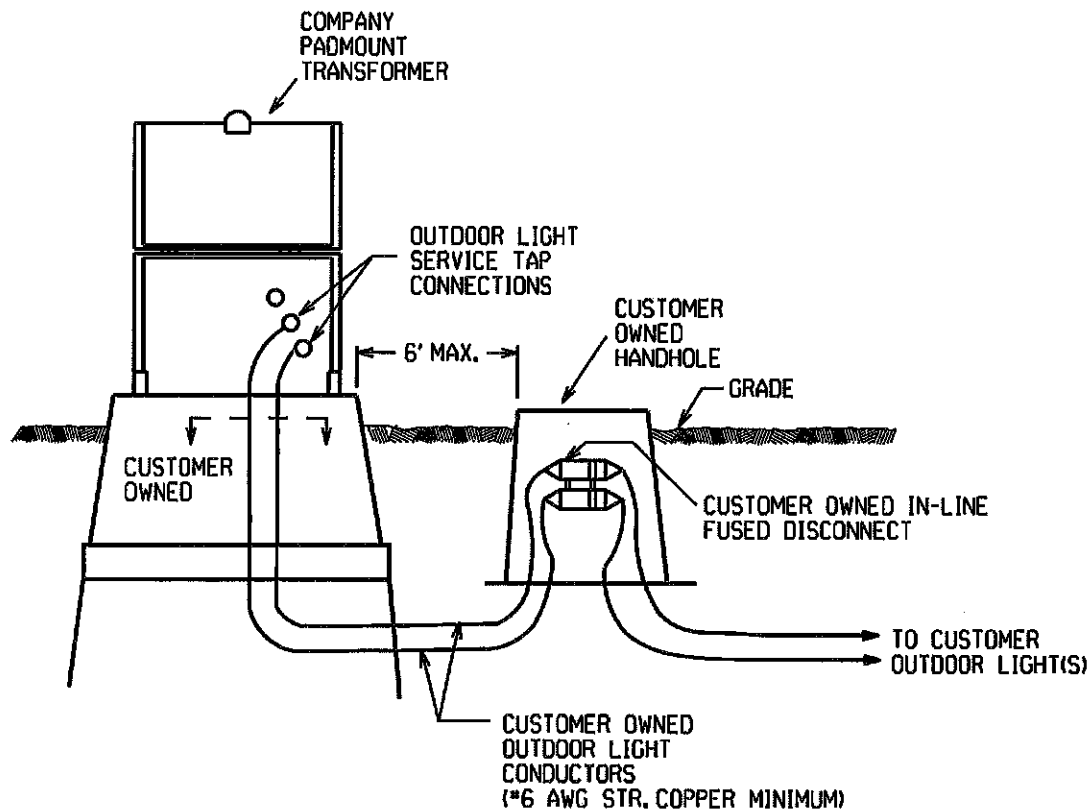


Figure 8 – Connection of Underground Supplied Street Light to National Grid Padmount Transformer

1. Install customer owned handhole as shown in Figure 8. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.
2. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.
3. In cases where a new customer conduit is to be installed into a National Grid padmount transformer, National Grid shall determine the conduit entrance location at the padmount transformer foundation. The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the padmount foundation and extend the customer conduit into the padmount foundation.
4. All electrical connections or disconnections to the secondary supply may be performed by a Qualified Worker, however, in every case, National Grid personnel shall be present to provide safety supervision and to unlock and relock the padmount transformer.

CONNECTION OF CUSTOMER OWNED LIGHTING TO NATIONAL GRID PADMOUNT TRANSFORMER			
ISSUE	STANDARD NUMBER	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	nationalgrid
07/14	10 – (page 10 of 14)		

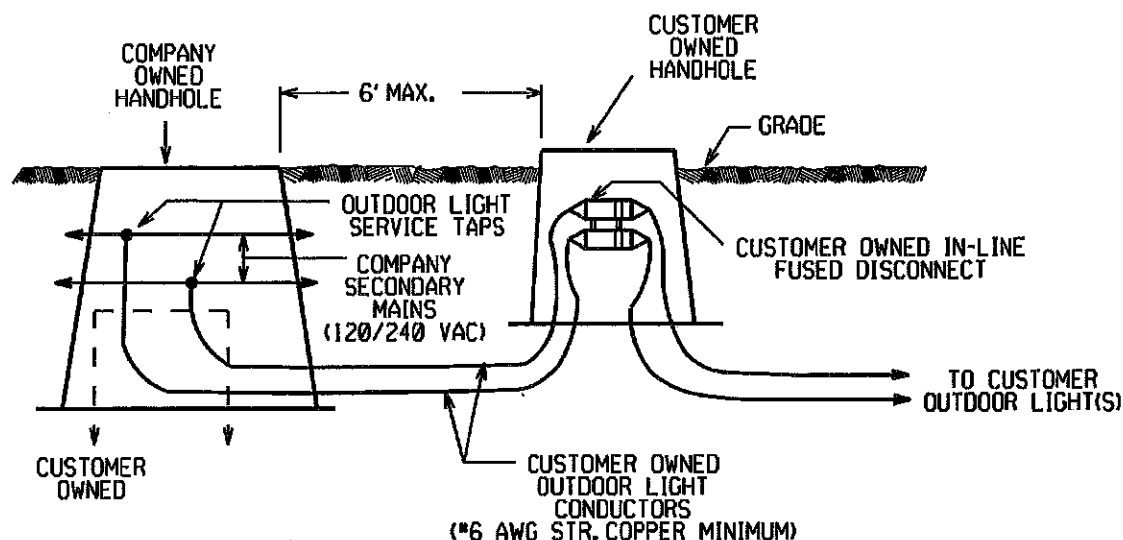


Figure 9 – Connection of Underground Supplied Customer Owned Outdoor Lighting to National Grid Handhole or Manhole – Standard Connection

1. Install customer owned handhole as shown in Figure 9. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.
2. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.
3. In cases where a new customer conduit is to be installed into a National Grid manhole or handhole, National Grid shall determine the conduit entrance location in the manhole/handhole. The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the manhole/handhole wall and extend the customer conduit into the manhole/handhole.
4. All electrical connections or disconnections to the secondary supply may be performed by a Qualified Worker, however, in every case National Grid personnel shall be present to provide safety supervision.

CONNECTION OF CUSTOMER OWNED LIGHTING TO NATIONAL GRID MANHOLE OR HANDHOLE – STANDARD CONNECTION			
nationalgrid	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	STANDARD NUMBER	ISSUE
		10 – (page 11 of 14)	07/14

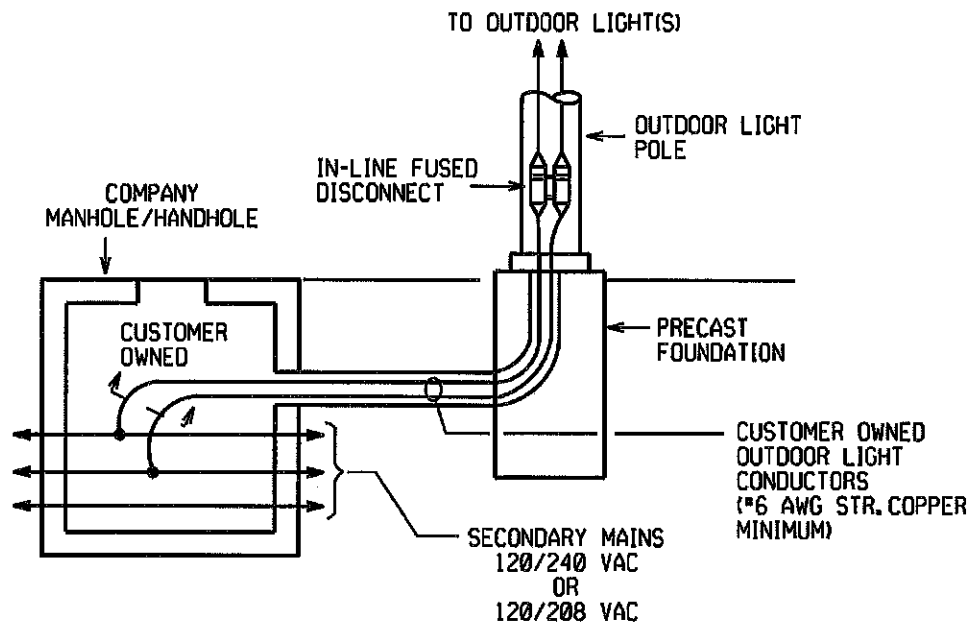


Figure 10 – Connection of Underground Supplied Customer Owned Outdoor Light to National Grid Handhole or Manhole – Non-Standard Connection

1. For all new installations and modifications to existing installations, the customer is required to install an in-ground handhole located as close as possible to the company provided electrical source point, as illustrated in Figures 7, 8, and 9.
2. In the rare case where the customer owned concrete outdoor lighting foundation is immediately adjacent to the National Grid manhole/handhole, installation of an In-ground customer owned handhole may be impossible. In this case, the in-line fused disconnect may be installed inside the pole access handhole. **This is allowed only in cases where no physical space exists to install the in-ground customer owned handhole.** Note that the #6 AWG underground supply conductors between the manhole and the base of the outdoor light are customer owned.
3. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.
4. In cases where a new customer conduit is to be installed into a National Grid manhole or handhole, National Grid shall determine the conduit entrance location in the manhole/handhole. The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the manhole/handhole wall and extend the customer conduit into the manhole/handhole.
5. All electrical connections or disconnections to the secondary supply may be performed by a Qualified Worker, however, in every case National Grid personnel shall be present to provide safety supervision.

CONNECTION OF CUSTOMER OWNED LIGHTING TO NATIONAL GRID MANHOLE OR HANDHOLE – NON-STANDARD CONNECTION			
ISSUE	STANDARD NUMBER	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	nationalgrid
07/14	10 – (page 12 of 14)		

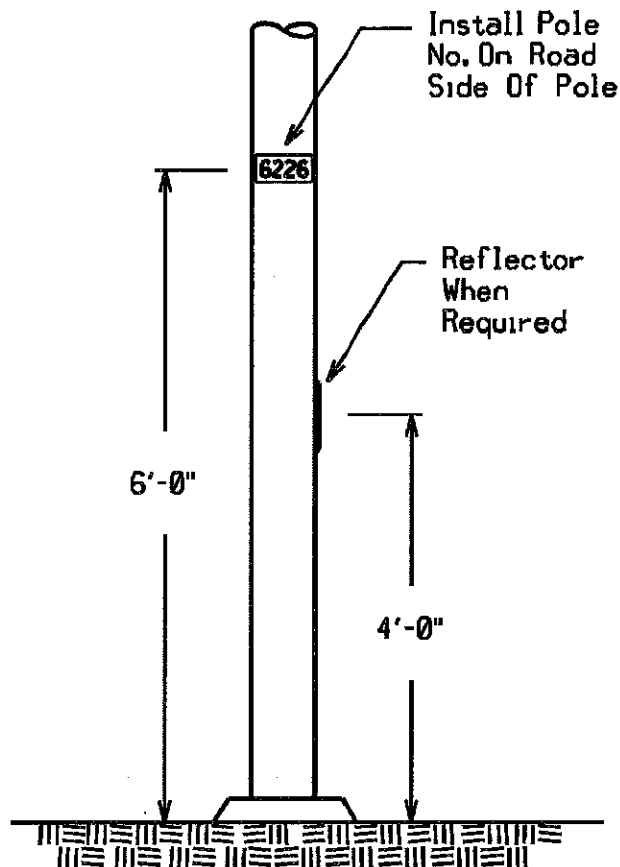


Figure 11 – Pole Numbering - Underground Supplied Customer Owned Lighting

1. Every underground supplied customer lighting pole shall be numbered in accordance with Figure 11.
2. Always use 1-3/4-inch x 3-inch, high intensity white reflective pole number decals.
3. Pole number decals shall be installed horizontal to each other as shown in Figure 11 – not vertical.

POLE NUMBERING – UNDERGROUND SUPPLIED LIGHTING			
nationalgrid	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	STANDARD NUMBER	ISSUE
		10 – (page 13 of 14)	07/14

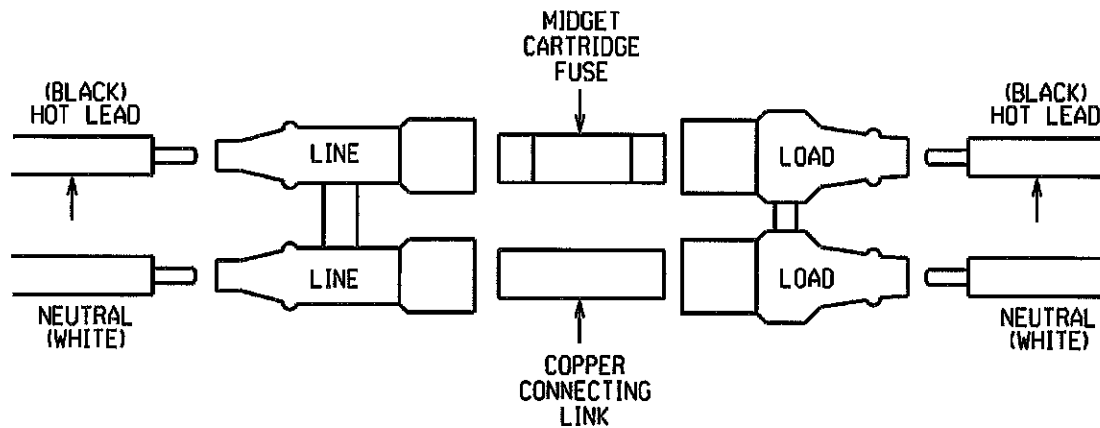


Figure 12 – In-Line Fused Disconnect Details

1. All customer owned outdoor lighting equipment shall be fused using a dual pole, watertight, in-line fuse holder and cartridge style fuse. This fuse, in addition to providing electrical protection, shall serve as a disconnection point for the customer owned outdoor lighting equipment.
2. Fuse Holder
The fuse holder shall be a watertight device suitable for use in an outdoor environment.

The fuse holder shall be totally insulated, thus having no exposed energized parts.

The fuse holder shall accept #14 AWG - #6 AWG stranded copper conductors on both ends.

The fuse holder shall be a dual pole device allowing simultaneous disconnection of both the 120 VAC hot lead (black wire) and the neutral conductor (white wire).

The fuse holder shall be designed such that, when separated, the midget cartridge fuse and copper connecting link shall be held captive in the load end of the fuse holder.

The fuse holder shall be polarized to prevent accidental reversal of the live leg and neutral connections.
3. Cartridge Fuse
The fuse shall be a non-glass type, midget style cartridge fuse. Fuse dimensions shall be 13/32" diameter x 1½" length.
4. Neutral Connection
The neutral conductor shall not be fused. Install a 13/32" diameter x 1½" length copper connecting link in place of a cartridge fuse.
5. Always provide sufficient slack in wiring to facilitate fuse replacement.

IN-LINE FUSED DISCONNECT DETAILS			
ISSUE	STANDARD NUMBER	CUSTOMER OWNED OUTDOOR LIGHTING STANDARD	nationalgrid
07/14	10 – (page 14 of 14)		

National Grid/Verizon Utility Pole Work Key Messages

Background:

Utility pole issues (especially double poles) that require either the pole be reset or repaired involves working closely with National Grid or Verizon (and often other parties), because National Grid and Verizon are joint owners for about 88% of poles in National Grid's Rhode Island and Massachusetts service areas.

Joint pole ownership agreements name a "maintaining party" for each town that is responsible for managing the poles. In most towns we serve, either National Grid or Verizon is the maintaining party, although in some towns the responsibility is shared. Resetting or repairing poles involves working closely with Verizon (and often other parties), because National Grid and Verizon are joint owners for about 88% of National Grid's poles in Rhode Island and Massachusetts. The Outdoor Lighting and Attachments Group maintain a list of maintenance responsibilities in every town we serve.

When a pole must be replaced, the maintaining party is responsible for requesting a pole permit, installing the new pole, managing the transfer process to the new pole and removing the old pole. The transfer process must occur in a specific order (top-down, i.e. electric first, municipal attachments including street lights/fire alarm followed by cable TV and other wires, with phone lines last) and each company must transfer its own wires and equipment. Some towns utilize fire alarm circuits mounted on utility poles, which they are responsible for transferring if a new pole is installed in addition to any municipal owned street lights.

The transfer process is managed using a system called National Joint Use Notification System (NJUNS), a third-party-maintained site that lists every pole transfer in process. Every investor-owned utility in Massachusetts and Rhode Island is a member of NJUNS, but if towns have fire alarm circuits or street lights, they can help expedite double pole removal by joining NJUNS. To join NJUNS please contact Amy Sullivan at 781-907-3252 or by email at Amy.Sullivan@Nationalgrid.com.

Key Messages:

- Transferring wires to a new pole is a complex process involving multiple organizations and often the town as well. Transfers must occur in a specific order (top-down), so National Grid works hard to communicate with other parties who use the pole (cable TV, municipal fire alarm circuits/street lights, Verizon) to expedite the transfer and pole removal process on the utility poles it is responsible for maintaining.

Joint Exhibit 5

From: [Afonso, Jacques R.](#)
To: [Tim Chapman](#); [Stephen Coutu](#)
Cc: [Drummond, Jerry](#)
Subject: RE: City of East Providence - Street Light Purchase Closing Documents - 2017 Update
Attachments: [Customer Owned Streetlight Equip Standard.pdf](#)
[Narr Elec Co and City of East Providence-Agreement of Sale Nov 2017.pdf](#)
[Narr Elec Co and City of East Providence-Attachment Agreement Nov 2017.pdf](#)
[Narr Elec Municipalities" Costs to Consider Checklist.pdf](#)
[Narr Elec Recommendations for Customer Owned Street Lighting.pdf](#)
[NE Pole Transfer Database.pdf](#)
[Pricing_East_Providence_20171024.xlsx](#)
[City of East Providence - Exhibit A Description of Lighting Inventory 20170928.xlsx](#)
[City of East Providence Notice to Purchas Ltr 08032016.pdf](#)

Good afternoon Tim, Steve,

The revised street light closing documents for the City of East Providence are attached and the updated purchase price is \$274,453.73.

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

Please note the original email below which provides additional instructions on the street light purchasing process.

Have a great Thanksgiving.

Regards,
Jacques

Jacques R Afonso
Manager, Community & Customer Management, RI
nationalgrid
280 Melrose Street
Providence, RI 02907
Office:401-784-4320
Mobile:401-447-5789
E-mail:Jacques.Afonso@nationalgrid.com

From: Afonso, Jacques R.
Sent: Thursday, August 11, 2016 3:18 PM
To: 'Stephen Coutu'; Richard Kirby
Cc: Drummond, Jerry
Subject: City of East Providence - Street Light Purchase Closing Documents
Importance: High

Good afternoon Steve, Richard,

The closing documents for the City of East Providence are attached as the City has requested to

move ahead with the purchase of the street and area lighting equipment. The purchase price of \$300,281.50 provided in June is the final price.

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

- The city should sign two sets of the closing documents: 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 Paula Roseen (Paula Roseen, c/o National Grid, Outdoor Lighting & Attachments, 40 Sylvan Rd., 3rd Floor West, Waltham, MA 02451).
 - The company will sign both sets and an original will be returned to the city.
 - The inventory listing provided as "Exhibit A" to the Agreement of Sale will be updated as of the closing date and delivered to the city with the signed agreements.
- In addition to the signed closing documents, the following should also be returned:
 - Payment of \$300,281.50
 - 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 knock-downs, 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 de-energize 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 de-energized the existing equipment.
 - During the installation of the LED fixtures, a disconnect device such as an in-line 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 A-1 and A-2 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 S-05 rate tariff for Street and Area Lighting-Customer 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 S-05 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 S-05 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

Regards,
Jacques

Jacques R Afonso
Manager, Community & Customer Management, RI
nationalgrid
280 Melrose Street
Providence, RI 02907
Office: 401-784-4320
Mobile: 401-447-5789
E-mail: Jacques.Afonso@nationalgrid.com

Joint Exhibit 6

From: Spangler, Lori J. <Lori.Spangler@nationalgrid.com>
Sent: Wednesday, May 30, 2018 6:15 PM
To: SCoutu@cityofeastprov.com
Cc: Afonso, Jacques R.
Subject: FW: City of East Providence - Street Light Purchase Closing Documents - Updated Purchase Price
Attachments: Updated_Pricing_East_Providence_April_2018.xls; Narr Elec Co and City of East Providence Agreement of Sale June 2018.pdf; Narr Elec Co and City of East Providence Attachment Agreement June 2018.pdf; City of E Providence Exhibit A Lighting Inventory 05232018.xlsx; Narr Elec Recommendations for Customer Owned Street Lighting.pdf; Narr Elec Municipalities' Costs to Consider Checklist.pdf; Customer Owned Streetlight Equip Standard.pdf; Municipal Message for Pole Transfers.pdf; NJUNS FAQ's-National Grid MA and RI 2017.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Steve,

I am covering for Jacques while he away for a couple of weeks.

As a follow up to the recent meeting with National Grid, the updated street light purchase price has been calculated at \$218,024.40.

The pricing sheets, updated closing documents and the billing inventory are attached for the city's review and execution. All of the closing documents have been prepared for Malcolm Moore's signature. Could you please forward this email to Mr. Moore I could not find an email address for him while covering for Jacques.

Please note, the inventory shows a quantity of 5,000 luminaires and 149 non-distribution poles. The luminaire quantity has increased by 1 light that was installed at the city's request after the last pricing calculation in November 2017.

Instructions for the closing and other pertinent information is outlined below:

- The city should sign two sets of the closing documents: 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" to the Agreement of Sale will be updated as of the closing date and delivered to the city with the signed agreements.
- In addition to the signed closing documents, the following should also be returned:
 - Payment of \$218,024.40
 - Proof of insurance per the requirements in Articles 9.0 and 10.0 of the Attachment Agreement.
 - 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 knock-downs, 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 all of the above and has signed closing documents.
- 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 de-energize 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 de-energized the existing equipment.
 - During the installation of the LED fixtures, a disconnect device such as an in-line 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.
 - Ownership labels shall also be affixed to the City's lighting equipment.
 - 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 A-1 and A-2 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 S-05 rate tariff for Street and Area Lighting-Customer 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 S-05 tariff and the city will be charged for the energy consumption of the lights, no Facility Charges.
- Additional information can be found in the Attachment Agreement and the Customer Recommendations, Costs to Consider, the company's Equipment Standard, and the NE Pole Transfer Database. All are included here for reference.
- The current S-05 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

If you have any questions, please do not hesitate to contact me.

Regards,

Lori J Spangler

Lori J. Spangler
Manager: Community & Customer Management-Rhode Island
nationalgrid
280 Melrose St
Providence, RI 02907
T# 401-784-7419
C# 401-623-0200
F# 401-784-7257

Joint Exhibit 7

From: [Stephen Coutu](#)
To: [Afonso, Jacques R.](#)
Cc: [CHRISTOPHER PARELLA](#)
Subject: EXT || RE: East Providence Streetlights
Date: Wednesday, August 15, 2018 4:24:00 PM

Hi Jacques,

The City respectfully requests an updated cost of purchase of the streetlight inventory.

Thank you as always for your assistance.

Steve
Stephen Coutu
Director of Public Works
City of East Providence, RI

Joint Exhibit 9

From: Afonso, Jacques R. <Jacques.Afonso@nationalgrid.com>
Sent: Thursday, November 8, 2018 12:24 PM
To: Stephen Coutu
Subject: City of East Providence - Street Light Purchase Closing Documents - Updated Purchase Price (November 2018)
Attachments: Customer Owned Streetlight Equip Standard.pdf; Municipal Message for Pole Transfers.pdf; Narr Elec Co and City of East Providence Agreement of Sale Nov 2018.pdf; Narr Elec Co and City of East Providence Attachment Agreement Nov 2018.pdf; Narr Elec Municipalities' Costs to Consider Checklist.pdf; Narr Elec Recommendations for Customer Owned Street Lighting.pdf; NJUNS FAQ's-National Grid MA and RI 2017.pdf; Updated_Pricing_East_Providence_Oct_31_2018.xls; City of E Providence Exhibit A Lighting Inventory 10032018.xlsx; Self-Insurance Letter final.docx

Good afternoon Steve,

The updated purchase price for the City of East Providence street light system has been calculated at \$208,951.72.

The agreements have been updated to reflect the new price, a November signing date and the change to Police Chief Parella as the Acting City Manager. The previous email below (May 30, 2018) includes the overall instructions for moving forward with the purchase.

Please note that also attached is a self-insurance letter that satisfies Section 10.9 of the Customer-Owned Street and Area Lighting Attachments Agreement. The City needs to put this on their letter head and return it to National Grid with the agreements. This document was not included in the May 30, 2018 email.

Regards,
Jacques

Jacques R Afonso
Manager, Community & Customer Management, RI
nationalgrid
280 Melrose Street
Providence, RI 02907
Office:401-784-4320
Mobile:401-447-5789
E-mail:Jacques.Afonso@nationalgrid.com

From: Spangler, Lori J.
Sent: Wednesday, May 30, 2018 6:15 PM
To: SCoutu@cityofeastprov.com
Cc: Afonso, Jacques R.
Subject: FW: City of East Providence - Street Light Purchase Closing Documents - Updated Purchase Price
Importance: High

Hello Steve,

I am covering for Jacques while he away for a couple of weeks.

As a follow up to the recent meeting with National Grid, the updated street light purchase price has been calculated at \$218,024.40.

The pricing sheets, updated closing documents and the billing inventory are attached for the city's review and execution. All of the closing documents have been prepared for Malcolm Moore's signature. Could you please forward this email to Mr. Moore I could not find an email address for him while covering for Jacques.

Please note, the inventory shows a quantity of 5,000 luminaires and 149 non-distribution poles. The luminaire quantity has increased by 1 light that was installed at the city's request after the last pricing calculation in November 2017.

Instructions for the closing and other pertinent information is outlined below:

- The city should sign two sets of the closing documents: 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" to the Agreement of Sale will be updated as of the closing date and delivered to the city with the signed agreements.
- In addition to the signed closing documents, the following should also be returned:
 - Payment of \$218,024.40
 - Proof of insurance per the requirements in Articles 9.0 and 10.0 of the Attachment Agreement.
 - 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 knock-downs, 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.
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 - Ownership labels shall also be affixed to the City's lighting equipment.
 - 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 A-1 and A-2 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 S-05 rate tariff for Street and Area Lighting-Customer 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 S-05 tariff and the city will be charged for the energy consumption of the lights, no Facility Charges.
- Additional information can be found in the Attachment Agreement and the Customer Recommendations, Costs to Consider, the company's Equipment Standard, and the NE Pole Transfer Database. All are included here for reference.
- The current S-05 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

If you have any questions, please do not hesitate to contact me.

Regards,

Lori J Spangler

Lori J. Spangler
Manager: Community & Customer Management-Rhode Island
nationalgrid
280 Melrose St
Providence, RI 02907
T# 401-784-7419
C# 401-623-0200
F# 401-784-7257

Attachment 4-1

Street and Area Lighting Purchase Price Calculation
City of East Providence, RI
6/14/2016

Lights and Related Equipment

	<u>Inventory</u>	<u>Price</u>	<u>Cost</u>
LUM INC RWY 105W	1	\$52.50	\$52.50
LUM INC RWY 205W	-	\$0.00	\$0.00
LUM MV FLD 1000W	-	\$122.97	\$0.00
LUM MV RWY 1000W	-	\$0.00	\$0.00
LUM MV RWY 100W	4	\$52.92	\$211.68
LUM MV RWY 175W	1	\$52.92	\$52.92
LUM MV FLD 400W	-	\$122.97	\$0.00
LUM MV RWY 250W	-	\$0.00	\$0.00
LUM MV POST 175W	-	\$0.00	\$0.00
LUM MV RWY 400W	1	\$110.83	\$110.83
LUM HPS POST 50W	8	\$105.43	\$843.44
LUM HPS RWY 50W	3,641	\$52.50	\$191,152.50
LUM HPS RWY 70W	-	\$0.00	\$0.00
LUM HPS POST 100W	42	\$106.31	\$4,465.02
LUM HPS RWY 100W	896	\$52.92	\$47,416.32
LUM HPS RWY 150W	-	\$0.00	\$0.00
LUM HPS FLD 250W	14	\$99.07	\$1,386.98
LUM HPS RWY 250W	336	\$81.63	\$27,427.68
LUM HPS FLD 400W	9	\$122.97	\$1,106.73
LUM HPS RWY 400W	11	\$110.83	\$1,219.13
WALL HPS 250W 24 HR	-	\$0.00	\$0.00
LUM HPS REC 100W	-	\$0.00	\$0.00
LUM MH FLD 1000W	-	\$0.00	\$0.00
LUM MH FLD 400W	-	\$0.00	\$0.00
Subtotal	4,964		\$275,445.73
<u>Poles/Standards</u>			
POLE METAL EMBEDDED (\$-14 Only)	0	\$	\$0.00
POLE METAL =>25FT	81	\$ 178.98	\$14,497.38
POLE FIBER RWY<25FT	45	\$ 156.61	\$7,047.45
POLE FIBER PT <25	5	\$ 96.08	\$480.40
POLE FIBER RWY=>25	14	\$ 174.85	\$2,447.90
POLE-WOOD	4	\$ 90.66	\$362.64
Subtotal	149		\$24,835.77
Grand Total			\$300,281.50

Street and Area Lighting Purchase Price Calculation
City of East Providence, RI
6/14/2016

NARRAGANSETT ELECTRIC COMPANY
Streetlighting Investment

Net Book Value of Streetlighting Equipment	Investment in Common Equipment	Investment in Underground	Total Investment
6/9/2016	\$304,378.83	\$50,784.18	\$355,163.01

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Attachment 4-3

City of East Providence - Exhibit A, Description of Street and Area Lighting Facilities
Lighting Inventory as of August 4, 2016

Count of Bill Print and Tariff Description			Component Type		Source Type		Pole		Pole Total
			Luminaire		Luminaire Total				
Customer Name	Pre-Closing Account No	Bill Print and Tariff Description	Overhead	Underground		Overhead	Underground		
CITY OF E PROVIDENCE	28108-12001	LUM HPS FLD 400W	1		1				
	53023-57003	LUM HPS FLD 250W	2		2				
	65485-54003	LUM HPS FLD 250W	8	1	9				
		LUM HPS FLD 400W	4		4				
		LUM HPS POST 100W		12	12				
		LUM HPS RWY 100W	714	35	749				
		LUM HPS RWY 100W TT	84	8	92				
		LUM HPS RWY 150W	1		1				
		LUM HPS RWY 250W	120	13	133				
		LUM HPS RWY 250W TT	171		171				
		LUM HPS RWY 400W	1		1				
		LUM HPS RWY 400W TT	10		10				
		LUM HPS RWY 50W	2807	30	2837				
		LUM HPS RWY 50W TT	569		569				
		LUM INC RWY 105W TT	1		1				
		LUM MV RWY 100W	2		2				
		LUM MV RWY 100W TT	2		2				
		POLE - WOOD				4		4	
		POLE FIBER PT <25					7	7	
		POLE FIBER PT <25FT					5	5	
		POLE FIBER RWY=>25					9	9	
		POLE FIBERRWY=>25TT					3	3	
		POLE METAL =>25FT					34	34	
		POLE METAL W/BASE (blank)					41	41	
	77944-73007	LUM HPS FLD 250W	1		1				
	90426-19008	LUM HPS FLD 400W	3		3				
		LUM HPS POST 100W		30	30				
		LUM HPS POST 50W		8	8				
		LUM HPS RWY 100W	45	4	49				
		LUM HPS RWY 100W TT	4	1	5				
		LUM HPS RWY 250W	14	1	15				
		LUM HPS RWY 250W TT	17		17				
		LUM HPS RWY 50W	178	2	178				
		LUM HPS RWY 50W TT	57		57				
		POLE FIBER PT <25					20	20	
		POLE FIBER RWY<25FT					18	18	
		POLE FIBER RWY=>25					2	2	
		POLE METAL =>25' TT					1	1	
		POLE METAL =>25FT					5	5	
CITY OF E PROVIDENCE Total			4814	145	4959	4	145	149	
CITY OF EAST PROVIDENCE	40565-89009	LUM HPS FLD 400W	1		1				
CITY OF EAST PROVIDENCE Total			1		1				
E PROVIDENCE POLICE	90439-03009	LUM HPS FLD 250W	1		1				
E PROVIDENCE POLICE Total			1		1				
inactive	0-	LUM HPS FLD 400W	3		3				
		LUM MV FLD 1000W	2		2				
		LUM MV FLD 400W (blank)	5		5				
Inactive Total			10		10				
Grand Total			4826	145	4971	4	145	149	

Bill Print and Tariff Description Key:	
FIBER	= Fiberglass standard
FLD	= Flood light or Area light
HPS	= High Pressure Sodium
LUM	= Luminaire (the light fixture)
METAL	= Aluminum or Cast Iron standard
MV	= Mercury Vapor
POST/PT	= Post Top
RWY	= Roadway or Street light
TT	= Temporary Turn Off

Attachment 5-1

City of East Providence - Exhibit A, Description of Street and Area Lighting Facilities
Summary of Lighting Inventory as of September 28, 2017

Count of Bill Print and Tariff Description			Component Type	Source Type					
			Luminaire		Luminaire Total	Pole		Pole Total	
Customer Name	Pre-Closing Account No	Bill Print and Tariff Description	Overhead	Underground		Overhead	Underground		
CITY OF E PROVIDENCE	28108-12001	LUM HPS FLD 400W	1		1				
	53023-57003	LUM HPS FLD 250W	2		2				
	65485-54003	LUM HPS FLD 250W	9	1	10				
		LUM HPS FLD 400W	4		4				
		LUM HPS POST 100W		12	12				
		LUM HPS RWY 100W	716	36	752				
		LUM HPS RWY 100W TT	80	7	87				
		LUM HPS RWY 150W	1		1				
		LUM HPS RWY 250W	124	13	137				
		LUM HPS RWY 250W TT	167		167				
		LUM HPS RWY 400W	1		1				
		LUM HPS RWY 400W TT	10		10				
		LUM HPS RWY 50W	2842	30	2872				
		LUM HPS RWY 50W TT	536		536				
		LUM INC RWY 105W TT	1		1				
		LUM MV RWY 100W	2		2				
		LUM MV RWY 100W TT	2		2				
		POLE - WOOD				4		4	
		POLE FIBER PT <25					7	7	
		POLE FIBER PT <25FT					5	5	
		POLE FIBER RWY=>25					10	10	
		POLE FIBERRWY=>25TT					2	2	
	POLE METAL =>25FT					34	34		
	POLE METAL W/BASE					41	41		
	77944-73007	LUM HPS FLD 250W	1		1				
	90426-19008	LUM HPS FLD 400W	3		3				
		LUM HPS POST 100W		30	30				
		LUM HPS POST 50W		8	8				
		LUM HPS RWY 100W	45	4	49				
		LUM HPS RWY 100W TT	4	1	5				
		LUM HPS RWY 250W	14	1	15				
		LUM HPS RWY 250W TT	17		17				
		LUM HPS RWY 50W	178	2	180				
		LUM HPS RWY 50W TT	55		55				
		POLE FIBER PT <25					20	20	
		POLE FIBER RWY<25FT					18	18	
		POLE FIBER RWY=>25					2	2	
		POLE METAL =>25' TT					1	1	
		POLE METAL =>25FT					5	5	
CITY OF E PROVIDENCE Total			4815	145	4960	4	145	149	
CITY OF EAST PROVIDENCE		40565-89009	LUM HPS FLD 400W	1		1			
CITY OF EAST PROVIDENCE Total			1		1				
E PROVIDENCE POLICE		90439-03009	LUM HPS FLD 250W	1		1			
E PROVIDENCE POLICE Total			1		1				
INACTIVE	0-	LUM HPS FLD 250W	4		4				
		LUM HPS FLD 400W	3		3				
		LUM MV FLD 1000W	11		11				
		LUM MV FLD 400W	17		17				
		LUM MV RWY 175W	1		1				
		LUM MV RWY 400W	1		1				
INACTIVE Total			37		37				
Grand Total			4854	145	4999	4	145	149	

Bill Print and Tariff Description Key	
FIBER	= Fiberglass standard
FLD	= Flood light or Area light
HPS	= High Pressure Sodium
LUM	= Luminaire (the light fixture)
METAL	= Aluminum or Cast Iron standard
MV	= Mercury Vapor
POST/PT	= Post Top
RWY	= Roadway, or Street light
TT	= Temporary Turn Off

Attachment 5-9

Street and Area Lighting Purchase Price Calculation
City of East Providence
Oct-2017

Lights and Related Equipment

	<u>Inventory</u>	<u>Price</u>	<u>Cost</u>
LUM INC RWY 105W	1	\$25.67	\$25.67
LUM INC RWY 205W	-	\$0.00	\$0.00
LUM MV FLD 1000W	11	\$60.14	\$661.54
LUM MV RWY 1000W	-	\$0.00	\$0.00
LUM MV RWY 100W	4	\$25.88	\$103.52
LUM MV RWY 175W	1	\$25.88	\$25.88
LUM MV FLD 400W	17	\$60.14	\$1,022.38
LUM MV RWY 250W	-	\$0.00	\$0.00
LUM MV POST 175W	-	\$0.00	\$0.00
LUM MV RWY 400W	1	\$54.20	\$54.20
LUM HPS POST 50W	8	\$51.55	\$412.40
LUM HPS RWY 50W	3,643	\$25.67	\$93,515.81
LUM HPS RWY 70W	-	\$0.00	\$0.00
LUM HPS POST 100W	42	\$51.99	\$2,183.58
LUM HPS RWY 100W	893	\$25.88	\$23,110.84
LUM HPS RWY 150W	1	\$26.05	\$26.05
LUM HPS FLD 250W	18	\$48.44	\$871.92
LUM HPS RWY 250W	336	\$39.92	\$13,413.12
LUM HPS FLD 400W	12	\$60.14	\$721.68
LUM HPS RWY 400W	11	\$54.20	\$596.20
WALL HPS 250W 24 HR	-	\$0.00	\$0.00
LUM HPS REC 100W	-	\$0.00	\$0.00
LUM MH FLD 1000W	-	\$0.00	\$0.00
LUM MH FLD 400W	-	\$0.00	\$0.00
DEC HPS TR 50W	-	\$0.00	\$0.00
DEC HPS TR 100W	-	\$0.00	\$0.00
DEC HPS AG 50W	-	\$0.00	\$0.00
DEC HPS AG 100W	-	\$0.00	\$0.00
DEC HPS WL 50W	-	\$0.00	\$0.00
DEC HPS WL 100W	-	\$0.00	\$0.00
DEC HPS TR-TW 50W	-	\$0.00	\$0.00
DEC HPS TR-TW 100W	-	\$0.00	\$0.00
DEC HPS AG-TW 50W	-	\$0.00	\$0.00
DEC HPS AG-TW 100W	-	\$0.00	\$0.00
DEC HPS WL-TW 50W	-	\$0.00	\$0.00
DEC HPS WL-TW 100W	-	\$0.00	\$0.00
Subtotal	4,999		\$136,744.79
<u>Poles/Standards</u>			
POLE METAL EMBEDDED (\$-14 Only)	0 \$	-	\$0.00
POLE METAL =>25FT	81 \$	1,005.81	\$81,470.61
POLE FIBER RWY<25FT	45 \$	880.11	\$39,604.95
POLE FIBER PT <25	5 \$	539.96	\$2,699.80
POLE FIBER RWY=>25	14 \$	982.59	\$13,756.26
DEC VILL PT/FDN	0 \$	-	\$0.00
DEC WASH PT/FDN	0 \$	-	\$0.00
POLE-WOOD	4 \$	44.33	\$177.32
Subtotal	149		\$137,708.94
Grand Total			\$274,453.73

NARRAGANSETT ELECTRIC COMPANY

Streetlighting Investment

Net Book Value of Streetlighting Equipment:	Investment in Current Equipment	Investment in Underground Equipment	Total Investment
10/5/2017	\$148,438.02	\$281,564.10	\$430,002.12

					Common CRI/UG Investment				Underground Investment				Total Investment			
					Allocated Net Book	Price Per Unit	Allocated Net Book	Price Per Unit	Allocated Net Book	Price Per Unit	Allocated Net Book	Price Per Unit	Allocated Net Book	Price Per Unit	Allocated Net Book	Price Per Unit
Incandescent	LDM NC R/WY 105W	010	1	77.43	77.43	25.68	25.67	0.00	0.00	25.68	25.67	0.00	25.68	25.67	0.00	0.00
	LDM NC R/WY 205W	011	0	77.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total			1		77.43	25.68					25.68					
Mercury Vapor	LDM R/WY FLD 100W	004	27	181.37	4,896.99	1,623.80	60.14	0.00	0.00	1,623.80	60.14	0.00	1,623.80	60.14	0.00	0.00
	LDM R/WY 100W	005	0	163.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LDM R/WY 100W	006	4	78.06	312.24	103.54	25.88	0.00	0.00	103.54	25.88	0.00	103.54	25.88	0.00	0.00
	LDM R/WY 125W	004	2	78.06	156.12	51.77	25.88	0.00	0.00	51.77	25.88	0.00	51.77	25.88	0.00	0.00
	LDM R/WY FLD 400W	003	49	181.37	8,887.13	2,966.90	60.14	0.00	0.00	2,966.90	60.14	0.00	2,966.90	60.14	0.00	0.00
	LDM R/WY 250W	002	0	120.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LDM R/WY POST 175W	002	0	156.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LDM R/WY 400W	003	3	163.46	489.38	162.61	54.20	0.00	0.00	162.61	54.20	0.00	162.61	54.20	0.00	0.00
Total			83		14,742.86	4,888.61					4,888.61					
Sodium Vapor	LDM HPS POST 50W	083	8	155.49	1,243.92	412.47	51.55	0.00	0.00	412.47	51.55	0.00	412.47	51.55	0.00	0.00
	LDM HPS R/WY 50W	070, 710, 711, 735, 576	3,650	77.43	282,619.50	93,714.35	25.67	0.00	0.00	93,714.35	25.67	0.00	93,714.35	25.67	0.00	0.00
	LDM HPS R/WY 70W	071	0	76.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LDM HPS POST 100W	079	42	156.80	6,585.60	2,183.73	51.99	0.00	0.00	2,183.73	51.99	0.00	2,183.73	51.99	0.00	0.00
	LDM HPS R/WY 100W	072	934	78.06	72,828.04	24,473.72	25.88	0.00	0.00	24,473.72	25.88	0.00	24,473.72	25.88	0.00	0.00
	LDM HPS R/WY 150W	073	1	78.06	78.06	26.06	26.05	0.00	0.00	26.06	26.05	0.00	26.06	26.05	0.00	0.00
	LDM HPS FLD 250W	077	39	146.11	5,698.29	1,889.51	48.44	0.00	0.00	1,889.51	48.44	0.00	1,889.51	48.44	0.00	0.00
	LDM HPS R/WY 250W	074	463	120.39	55,981.35	18,562.97	39.92	0.00	0.00	18,562.97	39.92	0.00	18,562.97	39.92	0.00	0.00
	LDM HPS FLD 400W	078	38	181.37	6,892.06	2,383.35	60.14	0.00	0.00	2,383.35	60.14	0.00	2,383.35	60.14	0.00	0.00
	LDM HPS R/WY 400W	075	11	163.46	1,798.06	596.22	54.20	0.00	0.00	596.22	54.20	0.00	596.22	54.20	0.00	0.00
	WALL HPS 250W 24 ER	084	0	172.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LDM HPS REC 100W-C1	072	0	98.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total			3,188		423,903.40	143,346.38					143,346.38					
Metal Halide	LDM MH FLD 1000W		0	181.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LDM MH FLD 400W		0	181.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total			0		0.00	0.00					0.00					
Decorative	DEC HPS TR 50W		0	135.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS TR 100W		0	156.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS AG 50W	601	0	292.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS AG 100W		0	280.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS 50W		0	333.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS 100W		0	333.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS WL 50W		0	302.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS TR-TW 50W		0	509.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS TR-TW 100W		0	693.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS AG-TW 50W		0	670.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS AG-TW 100W		0	759.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS WL-TW 50W		0	759.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC HPS WL-TW 100W		0	759.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total			0		0.00	0.00					0.00					
Total Lines			3,274		448,625.69	148,780.67					148,780.67					
Poles	POLE METAL BAREBRED (S-1+ Only)	F	0	403.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	POLE METAL->25FT (with foundation)	T	224	484.72	108,877.28	225,302.93	1,005.81	0.00	0.00	225,302.93	1,005.81	0.00	225,302.93	1,005.81	0.00	0.00
	POLE FIBER R/WY <45 w/ foundation	C	45	424.14	19,086.30	39,604.97	880.11	0.00	0.00	39,604.97	880.11	0.00	39,604.97	880.11	0.00	0.00
	POLE FIBER PT BUB <45 w/out foundation	B	5	260.27	1,301.10	2,609.84	539.96	0.00	0.00	2,609.84	539.96	0.00	2,609.84	539.96	0.00	0.00
	POLE FIBER R/WY->45	D	14	473.53	6,629.42	13,756.36	982.59	0.00	0.00	13,756.36	982.59	0.00	13,756.36	982.59	0.00	0.00
	DEC VILL PVEEN		0	566.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	DEC WASH PVEEN	W	0	573.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	POLE - WOOD	P	4	133.71	534.84	177.35	44.33	0.00	0.00	177.35	44.33	0.00	177.35	44.33	0.00	0.00
Total Poles			292		136,178.94	281,364.10					281,364.10					
Total			5,566		584,754.63	148,988.02					148,988.02					

Attachment 6-1

Street and Area Lighting Purchase Price Calculation
City of East Providence
4/30/2018

Lights and Related Equipment

	<u>Inventory</u>	<u>Price</u>	<u>Cost</u>
LUM INC RWY 105W	1	\$27.40	\$27.40
LUM INC RWY 205W	-	\$0.00	\$0.00
LUM MV FLD 1000W	11	\$64.18	\$705.98
LUM MV RWY 1000W	-	\$0.00	\$0.00
LUM MV RWY 100W	4	\$27.62	\$110.48
LUM MV RWY 175W	1	\$27.62	\$27.62
LUM MV FLD 400W	17	\$64.18	\$1,091.06
LUM MV RWY 250W	-	\$0.00	\$0.00
LUM MV POST 175W	-	\$0.00	\$0.00
LUM MV RWY 400W	1	\$57.84	\$57.84
LUM HPS POST 50W	8	\$55.02	\$440.16
LUM HPS RWY 50W	3,643	\$27.40	\$99,818.20
LUM HPS RWY 70W	-	\$0.00	\$0.00
LUM HPS POST 100W	42	\$55.49	\$2,330.58
LUM HPS RWY 100W	893	\$27.62	\$24,664.66
LUM HPS RWY 150W	1	\$27.80	\$27.80
LUM HPS FLD 250W	18	\$51.70	\$930.60
LUM HPS RWY 250W	336	\$42.60	\$14,313.60
LUM HPS FLD 400W	12	\$64.18	\$770.16
LUM HPS RWY 400W	11	\$57.84	\$636.24
WALL HPS 250W 24 HR	-	\$0.00	\$0.00
LUM HPS REC 100W	-	\$0.00	\$0.00
LUM MH FLD 1000W	-	\$0.00	\$0.00
LUM MH FLD 400W	-	\$0.00	\$0.00
DEC HPS TR 50W	-	\$0.00	\$0.00
DEC HPS TR 100W	-	\$0.00	\$0.00
DEC HPS AQ 50W	-	\$0.00	\$0.00
DEC HPS AG 100W	-	\$0.00	\$0.00
DEC HPS WL 50W	-	\$0.00	\$0.00
DEC HPS WL 100W	-	\$0.00	\$0.00
DEC HPS TR-TW 50W	-	\$0.00	\$0.00
DEC HPS TR-TW 100W	-	\$0.00	\$0.00
DEC HPS AG-TW 50W	-	\$0.00	\$0.00
DEC HPS AG-TW 100W	-	\$0.00	\$0.00
DEC HPS WL-TW 50W	-	\$0.00	\$0.00
DEC HPS WL-TW 100W	-	\$0.00	\$0.00
Subtotal	4,999		\$145,952.38
<u>Poles/Standards</u>			
POLE METAL EMBEDDED (S-14 Only)	0	\$0.00	\$0.00
POLE METAL =>25FT	81	\$525.70	\$42,581.70
POLE FIBER RWY<25FT	45	\$460.00	\$20,700.00
POLE FIBER PT <25	5	\$282.22	\$1,411.10
POLE FIBER RWY=>25	14	\$513.57	\$7,189.98
DEC VILL PT/FDN	0	\$0.00	\$0.00
DEC WASH PT/FDN	0	\$0.00	\$0.00
POLE-WOOD	4	\$47.31	\$189.24
Subtotal	149		\$72,072.02
Grand Total			\$218,024.40

Attachment 6-4

City of East Providence - Exhibit A, Description of Street and Area Lighting Facilities
Lighting Inventory as of May 23, 2018

Count of Bill Print and Tariff Description			Component Type	Source Type	Luminaire Total	Pole		Pole Total	
			Luminaire			Overhead	Underground		
Customer Name	Pre-Closing Account No.	Bill Print and Tariff Description	Overhead	Underground		Overhead	Underground		
CITY OF E PROVIDENCE	28108-12001	LUM HPS FLD 400W	1		1				
	28108-12001 Total		1		1				
	53023-57003	LUM HPS FLD 250W	2		2				
	53023-57003 Total		2		2				
	65485-54003	LUM HPS FLD 250W	9	1	10				
		LUM HPS FLD 400W	4		4				
		LUM HPS POST 100W		12	12				
		LUM HPS RWY 100W	717	36	753				
		LUM HPS RWY 100W TT	78	7	85				
		LUM HPS RWY 150W	1		1				
		LUM HPS RWY 250W	126	13	139				
		LUM HPS RWY 250W TT	166		166				
		LUM HPS RWY 400W	1		1				
		LUM HPS RWY 400W TT	10		10				
		LUM HPS RWY 50W	2854	30	2884				
		LUM HPS RWY 50W TT	525		525				
		LUM INC RWY 105W TT	1		1				
		LUM MV RWY 100W	2		2				
		LUM MV RWY 100W TT	2		2				
		POLE - WOOD				4		4	
		POLE FIBER PT <25					7	7	
		POLE FIBER PT <25FT					5	5	
		POLE FIBER RWY=>25					10	10	
		POLE FIBERRWY=>25TT					2	2	
		POLE METAL =>25FT					34	34	
		POLE METAL W/BASE					41	41	
	65485-54003 Total			4496	99	4595	4	99	103
	77944-73007		LUM HPS FLD 250W	1		1			
	77944-73007 Total			1		1			
	90426-19008		LUM HPS FLD 400W	3		3			
			LUM HPS POST 100W		30	30			
			LUM HPS POST 50W		8	8			
			LUM HPS RWY 100W	45	4	49			
			LUM HPS RWY 100W TT	4	1	5			
			LUM HPS RWY 250W	14	1	15			
			LUM HPS RWY 250W TT	17		17			
			LUM HPS RWY 50W	178	2	180			
			LUM HPS RWY 50W TT	55		55			
			POLE FIBER PT <25					20	20
			POLE FIBER RWY<25FT					18	18
			POLE FIBER RWY=>25					2	2
			POLE METAL =>25' TT					1	1
			POLE METAL =>25FT					5	5
	90426-19008 Total			316	46	362		46	46
CITY OF E PROVIDENCE Total			4816	145	4961	4	145	149	
CITY OF EAST PROVIDENCE	40565-89009	LUM HPS FLD 400W	1		1				
	40565-89009 Total		1		1				
CITY OF EAST PROVIDENCE Total			1		1				
E PROVIDENCE POLICE	90439-03009	LUM HPS FLD 250W	1		1				
	90439-03009 Total		1		1				
E PROVIDENCE POLICE Total			1		1				
INACTIVE	0-	LUM HPS FLD 250W	4		4				
		LUM HPS FLD 400W	3		3				
		LUM MV FLD 1000W	11		11				
		LUM MV FLD 400W	17		17				
		LUM MV RWY 175W	1		1				
		LUM MV RWY 400W	1		1				
0- Total			37		37				
INACTIVE Total			37		37				
Grand Total			4855	145	5000	4	145	149	

Bill Print and Tariff Description Key
 FIBER = Fiberglass
 FLD = Flood or area style
 FT = Mounting height
 HPS = High Pressure Sodium
 LUM = Luminaire, the fixture
 METAL = Aluminum or cast iron
 MV = Mercury Vapor
 POST/PT = Post top style
 RWY = Roadway or street light style
 TT = Temporary turn off status
 W = Watt

Attachment 9-8

Street and Area Lighting Purchase Price Calculation
City of East Providence
31-Oct-2018

Lights and Related Equipment

	<u>Inventory</u>	<u>Price</u>	<u>Cost</u>
LUM INC RWY 105W	1	\$26.93	\$26.93
LUM INC RWY 205W	-	\$0.00	\$0.00
LUM MV FLD 1000W	11	\$72.86	\$801.46
LUM MV RWY 1000W	-	\$0.00	\$0.00
LUM MV RWY 100W	4	\$28.27	\$113.08
LUM MV RWY 175W	1	\$28.27	\$28.27
LUM MV FLD 400W	17	\$72.86	\$1,238.62
LUM MV RWY 250W	-	\$0.00	\$0.00
LUM MV POST 175W	-	\$0.00	\$0.00
LUM MV RWY 400W	1	\$63.59	\$63.59
LUM HPS POST 50W	8	\$52.88	\$423.04
LUM HPS RWY 50W	3,644	\$26.93	\$98,132.92
LUM HPS RWY 70W	-	\$0.00	\$0.00
LUM HPS POST 100W	42	\$54.44	\$2,286.48
LUM HPS RWY 100W	891	\$28.27	\$25,188.57
LUM HPS RWY 150W	1	\$29.52	\$29.52
LUM HPS FLD 250W	18	\$54.55	\$981.90
LUM HPS RWY 250W	337	\$46.01	\$15,505.37
LUM HPS FLD 400W	12	\$72.86	\$874.32
LUM HPS RWY 400W	11	\$63.59	\$699.49
WALL HPS 250W 24 HR	-	\$0.00	\$0.00
LUM HPS REC 100W	-	\$0.00	\$0.00
LUM MH FLD 1000W	-	\$0.00	\$0.00
LUM MH FLD 400W	-	\$0.00	\$0.00
DEC HPS TR 50W	-	\$0.00	\$0.00
DEC HPS TR 100W	-	\$0.00	\$0.00
DEC HPS AG 50W	-	\$0.00	\$0.00
DEC HPS AG 100W	-	\$0.00	\$0.00
DEC HPS WL 50W	-	\$0.00	\$0.00
DEC HPS WL 100W	-	\$0.00	\$0.00
DEC HPS TR-TW 50W	-	\$0.00	\$0.00
DEC HPS TR-TW 100W	-	\$0.00	\$0.00
DEC HPS AG-TW 50W	-	\$0.00	\$0.00
DEC HPS AG-TW 100W	-	\$0.00	\$0.00
DEC HPS WL-TW 50W	-	\$0.00	\$0.00
DEC HPS WL-TW 100W	-	\$0.00	\$0.00
Subtotal	4,999		\$146,393.56
<u>Poles/Standards</u>			
POLE METAL EMBEDDED (S-14 Only)	0	\$0.00	\$0.00
POLE METAL =>25FT	81	\$456.21	\$36,953.01
POLE FIBER RWY<25FT	45	\$399.19	\$17,963.55
POLE FIBER PT <25	5	\$244.90	\$1,224.50
POLE FIBER RWY=>25	14	\$445.67	\$6,239.38
DEC VILL PT/FDN	0	\$0.00	\$0.00
DEC WASH PT/FDN	0	\$0.00	\$0.00
POLE-WOOD	4	\$44.43	\$177.72
Subtotal	149		\$62,558.16
Grand Total			\$208,951.72

Attachment 9-9

City of East Providence Exhibit A, Description of Street and Area Lighting Facilities
Lighting Inventory as of October 3, 2018

Count of Bill Print and Tariff Description			Component Type	Source Type	Luminaire Total	Pole		Pole Total	
			Luminaire			Overhead	Underground		
Customer Name	Pre-Closing Bill Account Number	Bill Print and Tariff Description	Overhead	Underground		Overhead	Underground		
CITY OF E PROVIDENCE	28108-12001 53023-57003 65485-54003	LUM HPS FLD 400W	1		1				
		LUM HPS FLD 250W	2		2				
		LUM HPS FLD 250W	9	1	10				
		LUM HPS FLD 400W	4		4				
		LUM HPS POST 100W		12	12				
		LUM HPS RWY 100W	718	36	754				
		LUM HPS RWY 100W TT	76	7	83				
		LUM HPS RWY 150W	1		1				
		LUM HPS RWY 250W	131	13	144				
		LUM HPS RWY 250W TT	181		181				
		LUM HPS RWY 400W	1		1				
		LUM HPS RWY 400W TT	10		10				
		LUM HPS RWY 50W	2884	30	2894				
		LUM HPS RWY 50W TT	515		515				
		LUM INC RWY 105W TT	1		1				
		LUM MV RWY 100W	2		2				
		LUM MV RWY 100W TT	2		2				
		POLE - WOOD				4		4	
		POLE FIBER PT <25					7	7	
		POLE FIBER PT <25FT					5	5	
	POLE FIBER RWY=>25					10	10		
	POLE FIBERRWY=>25TT					2	2		
	POLE METAL =>25FT					34	34		
	POLE METAL W/BASE					41	41		
	77944-73007 90426-19008	LUM HPS FLD 250W	1		1				
		LUM HPS FLD 400W	3		3				
		LUM HPS POST 100W		30	30				
		LUM HPS POST 50W		8	8				
		LUM HPS RWY 100W	45	4	49				
		LUM HPS RWY 100W TT	4	1	5				
		LUM HPS RWY 250W	14	1	15				
		LUM HPS RWY 250W TT	17		17				
		LUM HPS RWY 50W	181	2	183				
		LUM HPS RWY 50W TT	52		52				
		POLE FIBER PT <25					20	20	
		POLE FIBER RWY<25FT					18	18	
		POLE FIBER RWY=>25					2	2	
		POLE METAL =>25 TT					1	1	
		POLE METAL =>25FT					5	5	
		CITY OF E PROVIDENCE Total			4815	145	4960	4	145
CITY OF EAST PROVIDENCE		40565-89009	LUM HPS FLD 400W	1		1			
CITY OF EAST PROVIDENCE Total			1		1				
E PROVIDENCE POLICE		90439-03009	LUM HPS FLD 250W	1		1			
E PROVIDENCE POLICE Total			1		1				
INACTIVE	0-	LUM HPS FLD 250W	4		4				
		LUM HPS FLD 400W	3		3				
		LUM MV FLD 1000W	11		11				
		LUM MV FLD 400W	17		17				
		LUM MV RWY 175W	1		1				
		LUM MV RWY 400W	1		1				
INACTIVE Total			37		37				
Grand Total			4854	145	4999	4	145	149	

Bill Print and Tariff Description Key
 FIBER = Fiberglass
 FLD = Flood or area light style
 HPS = High Pressure Sodium
 INC = Incandescent
 LUM = Luminaire, the fixture
 METAL = Aluminum or cast Iron
 MV = Mercury Vapor
 POST/PT = Post top decorative style
 RWY = Roadway or street light style
 TT = Temporary Turn Off billing status
 W = Watt

Exhibit 6

In The Matter Of:
CITY OF EAST PROVIDENCE
STREETLIGHT PETITION

April 9, 2019

A-1 COURT REPORTERS, INC.
200 HEROUX BLVD., NO. 811
CUMBERLAND, RI 02864
(401) 439-6196

Page 1	
1	STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
2	DIVISION OF PUBLIC UTILITIES AND CARRIERS
3	
4	
5	HEARING IN RE:
6	
7	
8	CITY OF EAST PROVIDENCE
9	STREET LIGHTING PETITION
10	DOCKET NO. D-19-04
11	-----/
12	
13	
14	APRIL 9, 2019
15	9:30 A.M.
16	89 JEFFERSON BOULEVARD
17	WARWICK, RHODE ISLAND
18	
19	BEFORE:
20	
21	JOHN SPIRITO, ESQ., HEARING OFFICER
22	
23	
24	

Page 2	
1	APPEARANCES:
2	
3	FOR NATIONAL GRID:
4	HINCKLEY, ALLEN & SNYDER, LLP
5	BY: ANDREW S. TUGAN, ESQ.
6	
7	FOR THE CITY OF EAST PROVIDENCE:
8	LAW OFFICE OF WILLIAM J. CONLEY, JR.
9	BY: DYLAN CONLEY, ESQ.
10	FOR THE ADVOCACY SECTION:
11	CHRISTY HETHERINGTON, ESQ.
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Page 3	
1	I-N-D-E-X
2	
3	PAGE NO.
4	JACQUES AFONSO
5	Direct Examination by Mr. Tugan 8
6	Cross-Examination by Ms. Hetherington 18
7	Examination by Mr. Spirito 24
8	
9	PAULA ROSEEN
10	Direct Examination by Mr. Tugan 25
11	Cross-Examination by Ms. Hetherington 37
12	Examination by Mr. Spirito 44
13	Redirect Examination by Mr. Tugan 48
14	Cross-Examination by Mr. Conley 49
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Page 4	
1	E-X-H-I-B-I-T-S
2	
3	EXHIBIT NO. PAGE NO.
4	CITY OF EAST PROVIDENCE
5	1 Petition 7
6	2 Issues of law 7
7	
8	NATIONAL GRID
9	1 Answer to Petition 7
10	2 Statement of issues in dispute 7
11	3 Response to data request in 34
12	PUC Docket No. 4442
13	
14	JOINT
15	1 Agree-upon statement of facts 7
16	with attachments
17	
18	
19	
20	
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24	

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1 (COMMENCED AT 9:35 A.M.)
2 MR. SPIRITO: My name is John
3 Spirito. I'm the Hearing Officer in this
4 matter. This docket was established -- this
5 is Docket D-19-04. It was established after
6 the Division received a petition from the
7 City of East Providence. I'm not sure when
8 that petition was filed. Mr. Conley, do you
9 know when this petition was filed? It's not
10 date stamped.
11 MR. CONLEY: I don't off the top of
12 my head.
13 MR. SPIRITO: All right. We'll
14 fill in the blanks later. So this petition
15 was filed by the City of East Providence,
16 and in the petition the city is asserting
17 that National Grid has violated the
18 Municipal Streetlight Investment Act in a
19 number of ways having to do with the
20 agreement of sale and attachment agreement,
21 the timeliness of National Grid's actions
22 after it was contacted by the City of East
23 Providence on July 29th, 2016, and the
24 tariff of rates that National Grid seeks to

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1 impose on the city.
2 We have conducted a procedural
3 conference in this docket. The procedural
4 conference took place on March 12th. At
5 that time we adopted a schedule, procedural
6 schedule by agreement. Today was the date
7 for a hearing. I have a briefing schedule.
8 May 7th, the deadline for filing briefs.
9 May 14th, the deadline for filing reply
10 briefs, and a target date of June 11th, 2019
11 for a Division decision.
12 At this time let me take
13 appearances for the record.
14 MR. CONLEY: Dylan Conley on behalf
15 of the City of East Providence.
16 MR. TUGAN: Andrew Tugan on behalf
17 of the Narragansett Electric Company d/b/a
18 National Grid.
19 MS. HETHERINGTON: Christy
20 Hetherington representing the Advocacy
21 Section of Division of Public Utilities and
22 Carriers.
23 MR. SPIRITO: Just a couple of
24 housekeeping matters. I've marked the

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1 City's petition as East Providence Exhibit
2 No. 1. These are all for ID purposes. I
3 encourage the parties to put them on the
4 record as full exhibits at some subsequent
5 time or ask that they be put on the record.
6 The City of East Providence, the pleading
7 wherein it identifies the issues of law in
8 this case I've marked as East Providence
9 Exhibit 2. National Grid's answer to the
10 petition I've marked as National Grid
11 Exhibit 1. National Grid's statement of
12 issues in dispute I've marked as Exhibit
13 2 -- National Grid Exhibit 2. And all three
14 parties have jointly submitted an
15 agreed-upon statement of facts with various
16 attachments to that pleading. I've marked
17 it in its entirety as Joint Exhibit No. 1.
18 And that is all I have at this point.
19 (WHEREUPON, THE EXHIBITS WERE
20 MARKED FOR IDENTIFICATION)
21 MR. SPIRITO: So how would the
22 parties like to proceed? It's my
23 understanding that National Grid has two
24 witnesses. The city has no witnesses. The

Page 8

1 Advocacy Section has no witnesses. So would
2 you just like to go to Grid's witnesses, or
3 would you like to make an opening statement,
4 Mr. Conley?
5 MR. CONLEY: We can go straight to
6 Grid's witnesses, Your Honor. Thank you.
7 MR. TUGAN: That's fine with me.
8 MR. SPIRITO: Mr. Tugan?
9 MR. TUGAN: National Grid would
10 like to call Mr. Jacques Afonso.
11 JACQUES AFONSO (Sworn)
12 DIRECT EXAMINATION BY MR. TUGAN
13 THE COURT REPORTER: Would you
14 state your full name for the record, please?
15 THE WITNESS: Jacques Romaro
16 Afonso.
17 Q. Mr. Afonso, where are you currently
18 employed?
19 A. National Grid.
20 Q. What is your job at National Grid?
21 A. I am a community and customer manager.
22 Q. How long have you been a community and
23 customer manager?
24 A. It's going to be five years this summer.

1 Q. Could you describe what a community and
2 customer manager does at National Grid?
3 A. Community and customer manager is an
4 account manager/liaison for municipalities
5 and some of the critical sensitive customers
6 in Rhode Island.
7 Q. What are some of your job responsibilities
8 in that role?
9 A. Pretty much I manage any questions a
10 municipality may have, any questions,
11 concerns, projects, whatever may come up.
12 But it also goes two ways. It's for
13 National Grid employees that need to work
14 with municipalities, and also, if a
15 municipality has any questions, they can
16 come to me. I'm their pretty much point of
17 contact.
18 Q. Are there specific municipalities that you
19 work with?
20 A. Yes.
21 Q. What are those municipalities?
22 A. East Providence, Barrington, Warren,
23 Bristol, Portsmouth, Middletown, Newport,
24 Jamestown, Tiverton and Little Compton.

1 Q. Do you have any other customers that you
2 work with on a regular basis?
3 A. For municipalities, no. For critical
4 customers, yes.
5 Q. Do you have any familiarity with
6 municipalities purchasing streetlights from
7 National Grid?
8 A. Yes.
9 Q. How have you become familiar with that
10 process?
11 A. I've become familiar from the
12 municipalities that I manage that have
13 actually requested to purchase streetlights.
14 Q. Have any municipalities that you work with
15 made purchases for streetlights?
16 A. Yes.
17 Q. Which ones?
18 A. Barrington, Bristol, Warren, Tiverton,
19 Little Compton.
20 Q. Have any of the other municipalities
21 requested information regarding purchases?
22 A. The ones that have not purchased?
23 Q. Yes.
24 A. Yes, they have.

1 Q. Which other municipalities have requested
2 information?
3 A. Aside from East Providence, Portsmouth,
4 Middletown, Newport, Jamestown. Those.
5 Q. East Providence is one of the municipalities
6 that has requested information?
7 A. Yes.
8 MR. TUGAN: I'm not sure how you
9 want to do this. I have taken exhibits
10 from -- of the joint exhibits, but there are
11 tabs that are there. Do you want to mark
12 them individually?
13 MR. SPIRITO: No. I marked it all
14 as Joint Exhibit 1 in its entirety, so you
15 can just reference which tab.
16 MR. TUGAN: This is Tab 3 from
17 Joint Exhibit 1.
18 MR. SPIRITO: That's fine.
19 Q. Mr. Afonso, are you familiar with that
20 document?
21 A. Yes.
22 Q. What is it?
23 A. This is a letter from East Providence to
24 National Grid indicating that they would

1 like to purchase the streetlights.
2 Q. Have you seen that letter in the past?
3 A. Yes.
4 Q. What is that letter dated?
5 A. It is dated July 29, 2016.
6 Q. Did you see this letter around the time that
7 it was sent?
8 A. Yes.
9 Q. Do you know why you ended up seeing that
10 letter?
11 A. Yes. It was an internal communication,
12 again, indicating to all, those that should
13 be notified, that East Providence wants to
14 purchase the streetlights.
15 Q. Did you do anything after you saw this
16 letter?
17 A. Acknowledged that I saw it, but nothing
18 directly because this one went to outdoor
19 lighting which pretty much starts the
20 process for purchasing the streetlights.
21 Q. This is Tab 4. Are you familiar with that
22 document, Mr. Afonso?
23 A. Yes.
24 Q. What is that document?

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1 A. This is an e-mail I sent to East
2 Providence, and this indicates -- this
3 pretty much provides the streetlight
4 purchase closing documents to East
5 Providence.
6 Q. When did you send this e-mail?
7 A. This was sent Thursday, August 11, 2016.
8 Q. To whom did you send the e-mail?
9 A. To the DPW Director and City Manager,
10 Steve Coutu, DPW Director, and Richard
11 Kirby, the City Manager.
12 Q. Did you mention closing documents you said?
13 A. Correct.
14 Q. What are closing documents?
15 A. They are the purchase price, inventory,
16 sales agreement, attachment agreement and
17 other miscellaneous information.
18 Q. Is that information that you compiled?
19 A. No.
20 Q. How did you get that information to send to
21 East Providence?
22 A. I received this information from the
23 outdoor lighting department.
24 Q. Have you sent similar information to other

Page 14

1 municipalities?
2 A. Yes.
3 Q. Did you receive a response from East
4 Providence after you sent that e-mail?
5 A. To this e-mail, I do not recall.
6 Q. Do you recall having a future discussion
7 with East Providence about that e-mail or
8 the information that you sent?
9 A. Yes.
10 Q. Do you recall when that took place?
11 A. There was an in-person meeting on
12 September 28, 2016.
13 Q. Who was at that meeting?
14 A. I'm sorry?
15 Q. Who was at that meeting?
16 A. The City Manager, which changed, it
17 wasn't Richard Kirby, it was Tim Chapman,
18 and the DPW Director, Steve Coutu, and also
19 in attendance was Jerry Grummund who is
20 National Grid's energy efficiency rep. for
21 municipalities.
22 Q. What did you discuss at that meeting?
23 A. The streetlight purchase, the price, the
24 process, and so forth. East Providence had

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1 questions about how the price was calculated
2 or what went into it.
3 Q. After this meeting did East Providence
4 purchase the streetlights?
5 A. They did not.
6 Q. I'll show you Tab 5. Are you familiar with
7 that document, Mr. Afonso?
8 A. This one, yes, I am.
9 Q. What is that document?
10 A. This is revised closing documents for
11 East Providence. It's an updated purchase
12 price.
13 Q. Is that a document that you sent to someone?
14 A. Yes.
15 Q. Who did you send it to?
16 A. To Tim Chapman, the City Manager, Steve
17 Coutu, the DPW Director, and cc'd was Jerry
18 Drummond, the National Grid energy
19 efficiency rep.
20 Q. Why did you send that document?
21 A. East Providence had requested an updated
22 purchase price, so this was the updated
23 purchase price for the streetlights.
24 Q. So that document contains an updated

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1 purchase price?
2 A. Yes.
3 Q. Does it contain other documents?
4 A. Yes. It contains -- yes.
5 Q. What are other the other documents it
6 contains?
7 A. The inventory, attachment agreement,
8 sales agreement and, again, miscellaneous
9 information.
10 Q. What's the inventory?
11 A. I'm sorry?
12 Q. What is the inventory?
13 A. The inventory is the number of
14 streetlights that East Providence would be
15 purchasing.
16 Q. And when did you send that e-mail?
17 A. This e-mail was sent in 2017. I don't
18 see a date here. I don't recall the exact
19 date that it was sent.
20 Q. You recall that you sent it in 2017?
21 A. Yes.
22 Q. After you sent that e-mail did East
23 Providence purchase the streetlights?
24 A. They did not.

Page 17	Page 19
<p>1 Q. I'll show you Tab 6 from Joint Exhibit 1. 2 Are you familiar with this document, Mr. 3 Afonso 4 A. Yes, I am. 5 Q. What is this document? 6 A. This is the -- an updated purchase price 7 for the -- for the streetlights of East 8 Providence. Again, it's a similar e-mail 9 with the closing documents. 10 Q. After sending -- after that information was 11 sent to East Providence did they purchase 12 the streetlights? 13 A. They did not. 14 Q. I'll show you what's been marked as Tab 9 15 from Joint Exhibit 1. Are you familiar with 16 this document, Mr. Afonso? 17 A. Yes, I am. 18 Q. What is that document? 19 A. This one is the updated, and I believe 20 the last closing documents that were sent to 21 East Providence with the updated purchase 22 price. 23 Q. When was that sent? 24 A. This was sent Thursday, November 8, 2018.</p>	<p>1 for the purchase of the five municipalities 2 that you mentioned within your oversight? 3 A. For my role, yes. 4 Q. And the process that you described in terms 5 of providing a purchase price and the 6 closing document, is that the same process 7 you -- that happened with the five purchases 8 of the other towns? 9 A. Same process. 10 MR. CONLEY: I object. I believe 11 he stated that he's not the one that creates 12 these documents. He's merely forwarding 13 them. So the process for identifying all 14 the information he has no personal 15 knowledge. 16 MR. SPIRITO: I'm going to overrule 17 your objection. If the witness has direct 18 knowledge of the similarities, I'd like him 19 to address that. 20 A. I followed the same process. So my role 21 for East Providence, as I took information 22 or received information from outdoor 23 lighting, passed it on to East Providence. 24 That was the same process for Barrington,</p>
Page 18	Page 20
<p>1 Q. To whom did you send that information? 2 A. I sent this one to the DPW Director, 3 Steve Coutu. 4 Q. Did you get any response from the City of 5 East Providence after you sent that 6 information? 7 A. No, I did not. 8 Q. To your knowledge has East Providence signed 9 any of those contract documents that you 10 sent? 11 A. They have not. 12 Q. Have they closed on the purchase? 13 A. No. 14 MR. TUGAN: No further questions 15 for Mr. Afonso. 16 MR. SPIRITO: Mr. Conley, any 17 cross? 18 MR. CONLEY: I have no questions. 19 MR. SPIRITO: Ms. Hetherington, do 20 you have any questions? 21 MS. HETHERINGTON: Please. Just a 22 few. 23 CROSS-EXAMINATION BY MS. HETHERINGTON 24 Q. Mr. Afonso, were you involved in the process</p>	<p>1 Bristol, Warren, Tiverton, Little Compton. 2 I'd get the information from outdoor 3 lighting and then I would then communicate 4 it to the municipalities. 5 Q. Would you describe your role as more of a 6 conduit? Let me ask. Do you actually come 7 up with the estimate for the purchase price? 8 A. I do not. 9 Q. Who does that? 10 A. The way I understand it, it's a 11 combination of outdoor lighting, pricing, 12 different process, different departments. 13 Q. Do you have any familiarity with the bottom 14 line purchase price that is offered to the 15 municipality? 16 A. At a very high level. Just knowing that 17 it's the net book value of the streetlights, 18 the difference between each municipality. 19 Again, my role in my position, my 20 understanding is at a very high level. I'm 21 not considered the subject matter expert 22 when it comes to what goes into it. 23 Q. So you may or may not, tell me if you're not 24 equipped to answer this, I'm curious, with</p>

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1 regard to I think it was three updated
2 purchase prices that you attested to that
3 happened with East Providence --
4 A. Yes.
5 Q. -- correct? At the high level understanding
6 that you have, why the amendments? What
7 changed over time, if you can tell me.
8 A. Again, I'm really not subject matter
9 expert. But it's depreciation of the assets
10 is probably the limit that I have. There's
11 other drivers where new assets are installed
12 in the field, new assets in the
13 streetlights. Some of them are replaced and
14 that will drive the cost up or down. In
15 this case for East Providence it did go
16 down.
17 Q. And my curiosity lies -- again, answer if
18 you're able. I'm curious if the amounts
19 changed base on negotiation.
20 A. No.
21 Q. No. So it was simply face value or estimate
22 of value of assets?
23 A. Net book value of the assets. Same
24 process for -- that we followed for East

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1 Providence and all municipalities.
2 MS. HETHERINGTON: Okay. Thank
3 you.
4 Q. With regard to timeline, with the caveat I
5 understand that each negotiation process is
6 unique, again, you were -- you were involved
7 with the negotiation of the five other
8 municipalities, is that correct?
9 A. I don't know if I would say negotiation,
10 but just in kind of working out the purchase
11 of the streetlights, but I was involved in
12 my role as community manager with the other
13 municipalities.
14 Q. Did you provide the closing documents for
15 the other five municipalities?
16 A. I did, yes.
17 Q. With regard to timeline, would you -- I
18 don't know if I want to go through each
19 town. Can you give me a general -- well, I
20 guess I will go through it, and you may not
21 know the answer to this.
22 With regard to Barrington, do you
23 know how long it took between the time they
24 indicated they were interested?

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1 A. I don't recall, but it happened fairly
2 quickly.
3 Q. Do you have any knowledge about any of the
4 five in terms of specific timeline?
5 A. Specific timeline, I don't recall.
6 Q. Was it within a year of when they requested?
7 A. I don't know.
8 Q. You can't say. Okay. No problem. Are you
9 aware of any great impasses that happened
10 with the negotiation of the other five
11 municipalities?
12 A. No issues. The process was actually very
13 smooth.
14 Q. And you said that you deal with any sort of
15 concerns and problems with municipalities.
16 A. Yes.
17 Q. Do you deal with I guess I'd say the billing
18 or tariff disputes or anything that comes up
19 with those five towns now?
20 A. I deal with -- I'm going to say no,
21 overall no, but, again, if they have a
22 question or a concern with anything, I'll
23 pretty much -- I'm the conduit. I'll get
24 them to the right subject matter expert, the

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1 right person at National Grid that can help
2 them resolve any issues or answer their
3 questions.
4 Q. And with regard to these five municipalities
5 that now own their streetlights, are you
6 aware of any complaints, problems that
7 they've had?
8 A. Recently, no. I still work with them
9 because if they want to install new lights,
10 I still have to work with them on that
11 process to pretty much get them connected,
12 but overall, it's no issues. It's been kind
13 of quiet.
14 MS. HETHERINGTON: Okay. I have no
15 further questions. Thank you.
16 EXAMINATION BY MR. SPIRITO
17 Q. Mr. Afonso, the five communities,
18 Barrington, Bristol, Warren, Little
19 Compton -- what was the fifth?
20 A. Tiverton.
21 Q. And all of these communities have executed
22 light purchasing agreements to your
23 knowledge with National Grid?
24 A. Yes.

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<p>1 Q. And these are the ones that you're 2 personally involved with or have been 3 involved with? 4 A. These are the ones I've been involved 5 with. I'm pretty much their account 6 manager, so I was involved with them. 7 Q. So how many municipalities in Rhode Island 8 to your knowledge have entered into similar 9 agreements with National Grid? 10 A. I don't have that exact number. 11 MR. SPIRITO: Mr. Tugan, do you 12 know that? 13 MR. TUGAN: My next witness will be 14 able to testify to that. 15 MR. SPIRITO: Perfect. That's all 16 I have. Thank you. You may step down. Mr. 17 Tugan? 18 MR. TUGAN: National Grid would 19 like to call Miss Paula Roseen. 20 PAULA ROSEEN (Sworn) 21 DIRECT EXAMINATION BY MR. TUGAN 22 THE COURT REPORTER: Would you 23 state your full name for the record, please? 24 THE WITNESS: Paula Anne Roseen.</p>	<p>1 A. Correct. 2 Q. What are your responsibilities as a lead 3 analyst? 4 A. I oversee the workload, the -- I help 5 develop with our other staff which is much 6 newer than I am, and we -- my role is to 7 make sure that anything coming in or going 8 out is in order and we're following tariff, 9 procedure. I'm basically a coordinator. 10 Q. Are you familiar with the municipal 11 streetlight purchase program in Rhode 12 Island? 13 A. I am. 14 Q. When did you first become familiar with it? 15 A. In 2013 when the legislation was being 16 developed and passed. Our group was 17 notified that it was enacted. 18 Q. Have you been involved with that municipal 19 streetlight purchase program since 2013? 20 A. Yes, I have. 21 Q. Are you aware that there was a Public 22 Utilities Commission docket concerning the 23 tariff under that program? 24 A. Yes, I am.</p>
Page 26	Page 28
<p>1 Q. Good morning, Ms. Roseen. Where are you 2 currently employed? 3 A. Good morning. I work for National Grid. 4 Q. How long have you worked for National Grid? 5 A. 28 years. 6 Q. What is your current position with National 7 Grid? 8 A. I'm a lead analyst in the outdoor 9 lighting and attachment group. 10 Q. How long have you been in that position? 11 A. 14 years. 12 Q. You said that you were in the outdoor 13 lighting group? 14 A. Yes. 15 Q. What does the outdoor lighting group at 16 National Grid do? 17 A. Our department is manage -- manager and 18 coordinator of all related streetlight 19 business for the company. 20 Q. Do you work with outdoor lighting in states 21 other than Rhode Island? 22 A. Yes. Massachusetts. 23 Q. You said that your job title is a lead 24 analyst?</p>	<p>1 Q. Were you involved in that docket at all? 2 A. I was. 3 Q. What was your involvement in that docket? 4 A. I was a support person for 5 representatives that were in that filing 6 proceeding. I also attended the negotiation 7 sessions with the intervenor parties. 8 Q. Are you familiar with the information that 9 National Grid submitted during the course of 10 that docket? 11 A. I am. 12 Q. And as far as the municipal streetlight 13 purchases in Rhode Island, are you aware of 14 how many municipalities have made purchases 15 -- have made purchases under that program? 16 A. Yes. 23 total, and that consists of 18 17 municipalities and 5 fire districts since 18 2016. 19 Q. Does National Grid have a uniform process 20 that it uses to shepherd the streetlight 21 purchase along? 22 A. We do. 23 Q. Could you describe that process? 24 A. Yes. We receive the customer's formal</p>

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1 request to -- giving notice that they will
2 be purchasing the streetlight equipment. We
3 extract the billing inventory for that
4 municipality. We provide that to our
5 pricing group which does the actual pricing
6 calculation. We get that back and we draft
7 the closing documents along with -- we have
8 some standard form customer guideline
9 documents that we provide to the customer as
10 well, put all of that into an e-mail and
11 relay that to the community manager for
12 delivery to the customer.
13 Q. That would be someone like Mr. Afonso?
14 A. Yes.
15 Q. What are the closing documents that a
16 customer would receive?
17 A. There are the pricing sheets which
18 provides the final purchase price, the
19 agreement of sale, the attachment agreement,
20 the billing inventory which I referred to
21 that provides the quantities of the lights
22 and non-distribution poles that are being
23 sold and some other, again, customer
24 guidelines.

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1 Q. Are you familiar with the documents that
2 went to the City of East Providence over the
3 past couple of years?
4 A. I am.
5 Q. I'm going to show you Tab 9 from Joint
6 Exhibit 1. Please take a look at that.
7 Now, Ms. Roseen, you're not included in the
8 e-mail that's covered in those documents,
9 are you?
10 A. I am not.
11 Q. Are you familiar with the documents that are
12 attached to that e-mail?
13 A. Yes.
14 Q. What documents were attached to that e-mail?
15 A. Again, the closing documents that I just
16 spoke of. This is the complete package of
17 those closing documents.
18 Q. And those closing documents would include an
19 agreement of sale?
20 A. Correct.
21 Q. Is the agreement of sale that was sent to
22 East Providence here substantially similar
23 to the agreement of sale that National Grid
24 has used with the other 23 municipalities in

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1 Rhode Island?
2 A. Yes, it is.
3 Q. Is the attachment agreement that National
4 Grid sent to East Providence here
5 substantially similar to the attachment
6 agreement that National Grid has sent to the
7 other 23 municipalities in Rhode Island?
8 A. Yes, it is.
9 Q. Is the inventory that National Grid sent to
10 East Providence similar -- the same as the
11 ones that it sent to the other 23
12 municipalities?
13 A. No, it is not.
14 Q. Why not?
15 A. Each billing inventory is unique to that
16 customer. It contains the types and
17 quantities of the streetlights, the poles --
18 non-distribution poles, the accounts that
19 those lights are billed to. So it is unique
20 to that customer.
21 Q. Is the format that National Grid provides
22 that inventory the same for each customer
23 that requests it?
24 A. It is the same.

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1 Q. Same for East Providence as the other 23
2 municipalities?
3 A. Yes.
4 Q. What about the pricing sheet that East
5 Providence received? Is that the same as
6 what the other 23 municipalities would have
7 received?
8 A. No. Again, this is unique for the
9 customer based on the lighting quantities,
10 types, values. It is unique to the City of
11 East Providence.
12 Q. Is the format of that pricing sheet similar
13 or the same for East Providence as it is for
14 the other 23 municipalities?
15 A. It is exactly the same, yes.
16 Q. Are you familiar with the method as to how
17 the purchase price is calculated for a
18 municipality?
19 A. My group does not produce the
20 calculation, so I can't speak to the details
21 of the calculation, but I do have general
22 knowledge of how it's run.
23 Q. So what's your understanding of the process
24 that National Grid uses to calculate that

<p style="text-align: right;">Page 33</p> <p>1 purchase price for a customer?</p> <p>2 A. All of the company's streetlight assets</p> <p>3 are stored in a utility accounting system</p> <p>4 which we refer to as the power plant. And</p> <p>5 those assets are entered in with a value.</p> <p>6 When we calculate a purchase price for a</p> <p>7 streetlight asset sale, those values are</p> <p>8 extracted, what we refer to as the net book</p> <p>9 value. And because the nature of this</p> <p>10 utility accounting system was not meant to</p> <p>11 sell assets, we had to allocate those net</p> <p>12 book values across the quantifies of the</p> <p>13 entire municipality streetlight equipment</p> <p>14 base.</p> <p>15 So in other words, we have City of</p> <p>16 East Providence as a customer, but we also</p> <p>17 you have other customers within the</p> <p>18 municipality boundaries that also have</p> <p>19 streetlight assets with us. So the net book</p> <p>20 value is extracted, and then it's allocated</p> <p>21 across the entire streetlight base to create</p> <p>22 a value per luminaire, per pole.</p> <p>23 Those values are then allocated</p> <p>24 across the assets being sold to the customer</p>	<p style="text-align: right;">Page 35</p> <p>1 Q. You said it's been a while since you've seen</p> <p>2 the document?</p> <p>3 A. Yes.</p> <p>4 Q. You recall seeing this document sometime in</p> <p>5 the past?</p> <p>6 A. Yes. During the proceedings for the</p> <p>7 customer-owned streetlight and area lighting</p> <p>8 tariff.</p> <p>9 Q. Can you explain what this document is?</p> <p>10 A. This is a response to a data request we</p> <p>11 received. The request from the Commission</p> <p>12 was to estimate sales proceeds, the</p> <p>13 reduction in rate base, the loss of revenue</p> <p>14 and the operation and maintenance savings</p> <p>15 National Grid would realize for each</p> <p>16 municipality in Rhode Island.</p> <p>17 Q. And were you involved at all in preparation</p> <p>18 of this response?</p> <p>19 A. I -- yes, I was.</p> <p>20 Q. What was your involvement?</p> <p>21 A. I reviewed the response and I also</p> <p>22 prepared the lighting quantities from our</p> <p>23 billing system to be used in the</p> <p>24 calculations in this response.</p>
<p style="text-align: right;">Page 34</p> <p>1 and that is the final purchase price that's</p> <p>2 calculated. So, again, it's a very high</p> <p>3 level, but that's how I understand it to be.</p> <p>4 Q. Okay. How long has National Grid been using</p> <p>5 that process to calculate purchase prices</p> <p>6 for customers?</p> <p>7 A. Since 2013. Even before we started</p> <p>8 selling the assets, we were requested during</p> <p>9 the S05 docket proceedings to calculate</p> <p>10 estimated purchase prices. So since then.</p> <p>11 We also use it in other territories, but in</p> <p>12 Rhode Island since 2013.</p> <p>13 MR. TUGAN: I'd like to mark this</p> <p>14 as National Grid 3.</p> <p>15 (WHEREUPON, EXHIBIT NO. 3 WAS</p> <p>16 MARKED FOR IDENTIFICATION)</p> <p>17 Q. Are you familiar with this document, Miss</p> <p>18 Roseen? Please finish looking at it.</p> <p>19 A. Yes, I am. It's been a while, but yes, I</p> <p>20 am.</p> <p>21 MR. SPIRITO: Let the record</p> <p>22 reflect that the document that's being</p> <p>23 reviewed by the witness has been marked as</p> <p>24 National Grid Exhibit 3 for ID.</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. Can you please take a look at the page of</p> <p>2 the document that starts with Narragansett</p> <p>3 Electric Company d/b/a National Grid in the</p> <p>4 top right header?</p> <p>5 A. Uh-huh.</p> <p>6 Q. First page of that. You see the document</p> <p>7 where it says response?</p> <p>8 A. Yes.</p> <p>9 Q. Please review -- please take a look at the</p> <p>10 last paragraph in that page and the first</p> <p>11 paragraph on the next page.</p> <p>12 (BRIEF PAUSE)</p> <p>13 A. Okay.</p> <p>14 Q. What do those two paragraphs describe?</p> <p>15 A. This is our pricing methodology that we</p> <p>16 use to produce a purchase price.</p> <p>17 Q. And that's the pricing methodology that</p> <p>18 National Grid has used for all</p> <p>19 municipalities?</p> <p>20 A. Yes, it is.</p> <p>21 Q. Does that include East Providence?</p> <p>22 A. It does.</p> <p>23 MR. TUGAN: I don't have any</p> <p>24 further questions for Miss Roseen.</p>

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1 MR. SPIRITO: Mr. Conley, cross?
2 MR. CONLEY: I have no cross.
3 MR. SPIRITO: Miss Hetherington?
4 MS. HETHERINGTON: Please.
5 CROSS-EXAMINATION BY MS. HETHERINGTON
6 Q. You mentioned the closing documents are
7 unique to each municipal customer in Rhode
8 Island, correct?
9 A. Correct.
10 Q. Especially with regard to billing inventory.
11 A. Yes.
12 Q. You mentioned that the attachment agreement
13 is included in the closing documents,
14 correct?
15 A. Correct.
16 Q. Is that -- you may have already said this,
17 but that's the same for every municipality,
18 the attachment agreement?
19 A. It is unique as far as names and
20 addresses --
21 Q. Right.
22 A. -- dates, but in form, it is exactly the
23 same.
24 Q. Okay.

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1 A. Yes.
2 Q. And you testified you were involved in
3 Docket 4442 before the Public Utilities
4 Commission, correct?
5 A. Yes.
6 Q. And are you familiar that they discussed the
7 attachment agreement within that docket?
8 A. Yes.
9 Q. Is the attachment agreement used within the
10 closing documents for municipalities in
11 Rhode Island, is that compliant with that
12 attachment agreement sanctioned by the
13 Utilities Commission?
14 A. It is. There was a change submitted and
15 put into effect in 2018 to allow for other
16 customer groups to take service on the SO5
17 tariff, so there are minor changes that have
18 been made, but in form it is the same.
19 Q. And those changes would not impact, say,
20 East Providence's agreement?
21 A. Not at all.
22 Q. With regard to the billing inventory, you
23 said it is unique to each customer. Do you
24 know if the billing inventory -- well, let

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1 me ask.
2 Were you involved in compiling the
3 billing inventory for East Providence?
4 A. I was, but not for all of them.
5 Q. Not for all of the inventory?
6 A. A co-worker may have developed the
7 inventory for them --
8 Q. I see.
9 A. -- subsequent to pricing.
10 Q. Do you know if East Providence has any
11 particularly complex inventory issues, if
12 that makes sense?
13 A. No.
14 Q. It's fairly standard?
15 A. Yes.
16 Q. And you said that you would also oversee or
17 coordinate the Massachusetts outdoor
18 lighting, is that correct?
19 A. That is correct.
20 Q. Can you tell me just for informational
21 purposes, do you know how many
22 municipalities in Massachusetts have
23 purchased, ballpark, just curious?
24 A. I believe we're at 54.

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1 Q. How long has that been in place for?
2 A. 1998.
3 Q. Do you know if the process is similar in
4 terms of closing and --
5 A. It is very, very similar, yes. If not
6 identical, it is very similar.
7 Q. Okay. One of the issues within this
8 particular docket is East Providence has
9 broached the topic of the requirement that
10 the municipality purchase all of them within
11 its boundaries. Are you familiar with that?
12 A. I am.
13 Q. So can you tell me, is there an issue -- are
14 there state and federal owned poles that
15 become an issue when it comes to
16 municipalities buying that equipment?
17 Meaning are there other entities that own
18 it? Do you understand my question?
19 A. I do understand your question.
20 Q. Okay.
21 A. It may be easier if I explain what is
22 extracted from the sale to the City of East
23 Providence.
24 Q. If you can, that would be great.

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<p>1 A. We lease lighting equipment to other 2 entities, other governmental entities, the 3 state government, federal government, but we 4 also lease lights to commercial and 5 residential customers as well. Those lights 6 on non-distribution poles would not be 7 included in the sale to the city. 8 Q. Okay. So would you consider state or 9 federal -- the state's or the federal 10 entities to have been extracted from the 11 East Providence inventory? 12 A. They are used for the overall pricing 13 calculation, but then -- 14 Q. Can you explain that a little bit, what is 15 used? The state and federal is used? 16 A. All other customers. The entire lighting 17 base within the boundary of the 18 municipality -- 19 Q. Okay. 20 A. -- is used to calculate the purchase 21 price. 22 Q. In order to have an accurate estimate. 23 A. Yes. 24 Q. When other municipalities have purchased,</p>	<p>1 you do that in Massachusetts as well? 2 A. Yes, we do. 3 Q. And when did you start becoming involved 4 with the Massachusetts -- when have you been 5 -- at what point did you become involved 6 with outdoor lighting in Mass.? Let me ask. 7 A. 2005. 8 Q. Have you been dealing with purchases since 9 2005? 10 A. Since Day One. 11 Q. Are you aware of any great impasses with any 12 of the towns in Massachusetts with regard to 13 purchases? 14 A. Yes. We -- yes, one city. 15 Q. Were you involved with that? Do you have 16 any knowledge about that? 17 A. Yes. 18 Q. Can you explain and tell me what you know? 19 A. In Massachusetts the -- we refer to them 20 as license agreements which is comparable to 21 the attachment agreement that we use in 22 Rhode Island. And this particular city did 23 not agree with the terms in that document. 24 Unlike Rhode Island, that document has not</p>
Page 42	Page 44
<p>1 are they actually purchasing -- they're 2 purchasing only the municipal poles, is that 3 correct? Does that make sense? You're 4 using the state and federal as well as other 5 customers to find a base, correct? 6 A. Yes. 7 Q. But the municipality purchasing is only 8 looking to purchase its poles, correct? 9 It's not buying -- 10 A. The municipality is purchasing the 11 streetlights that may be attached to a 12 distribution pole that remains owned by the 13 company. They are purchasing the lighting 14 equipment that is being billed to the city 15 as well as inactive lights which is part of 16 the Act. 17 Q. Is there any question of ownership in terms 18 of -- you're able to clearly determine pole 19 numbers and what would be purchased, is that 20 correct? 21 A. Yes. 22 Q. Okay. And is that process of using other 23 owners as a method of coming up with a base 24 for a purchase price, is that uniform? Do</p>	<p>1 been approved by the Department of Public 2 Utilities. It is a company agreement. So 3 we did negotiate with that one city, but 4 other than that, no, there have been no 5 other issues. 6 Q. Did that municipality ultimately purchase? 7 A. Yes. 8 Q. What town was that? 9 A. The City of Worcester. 10 Q. Do you have any idea what year that was? 11 A. 2010. 12 Q. Do you know which fire districts are the 13 five that you referenced? 14 A. I do. I believe they are Hopkins Hills, 15 Chepachet -- no, I better not. I better not 16 say. 17 MS. HETHERINGTON: That's okay. I 18 have no further questions. Thank you. 19 EXAMINATION BY MR. SPIRITO 20 Q. Ms. Roseen, any of the -- any other 21 municipalities outside the 23 that inquired 22 but then said, "No thanks. Not for us?" 23 A. Yes. 24 Q. How many of those?</p>

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1 A. To date -- let me preface by saying that
2 could change if they -- if that city or town
3 changes their mind, but, to date, we know of
4 two that have said no.
5 Q. That have made the inquiry, received the
6 pricing information and decided not to go
7 with that?
8 A. Uh-huh.
9 Q. Okay. And this is about lighting equipment.
10 Just for the record, can you define or
11 describe exactly what the lighting equipment
12 is? Obviously, it's the light itself, but
13 what else is included in the so-called
14 lighting equipment?
15 A. Sure. So we refer to it as the lighting
16 assembly. So it's the luminaire, the arm,
17 the bracket that attaches it to the pole,
18 the wire that brings the electricity to the
19 light itself. If the wood pole or aluminum
20 standard is supporting just a light being
21 sold, that pole assembly is also sold. So
22 that includes the pole itself, if there's a
23 foundation, if it's fed through underground
24 power. There's conduit, cable under the

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1 ground that feeds up to that light. That's
2 all sold as well, the entire assembly.
3 Q. That's usually in areas where there's
4 underground utilities?
5 A. Yes.
6 Q. Anything else?
7 A. No.
8 Q. Now, you said that you back out the
9 privately owned lights, the state lights,
10 federal, you said some residential lights
11 were included as well.
12 A. Correct.
13 Q. So I'm interested in the state lights. How
14 do you make a determination as to which
15 lights are state lights?
16 A. So these are also in the billing
17 inventory as are the City of East
18 Providence's, and we use that information to
19 determine which locations are unmetered
20 street lighting billed to the state.
21 Q. These are streetlights that the state is
22 paying for?
23 A. Correct.
24 Q. Streetlights presumably that the state

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1 requested National Grid install on behalf of
2 the state?
3 A. Yes.
4 Q. You're aware that some -- there's been
5 municipalities that have argued that just
6 because -- that if the light is on a state
7 road, the municipality may not necessarily
8 be responsible for paying for it even though
9 the state has never requested that that
10 light be installed based on the records that
11 National Grid possesses.
12 A. I am aware of the issue.
13 Q. That's not factored into this. This is only
14 lights --
15 A. Correct.
16 Q. -- that the state has specifically asked
17 for.
18 A. Yes.
19 Q. And you have a record to show?
20 A. Yes.
21 MR. SPIRITO: That's all I have.
22 Thank you very much. Any other redirect?
23 MR. TUGAN: Just a couple of
24 follow-up questions.

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1 MR. SPIRITO: Go ahead.
2 REDIRECT EXAMINATION BY MR. TUGAN
3 Q. So Ms. Roseen, you said that National Grid
4 will extract a net book value for the
5 boundaries of a city or town in order to
6 start to get a purchase price for a city
7 like East Providence.
8 A. Correct.
9 Q. And that net book value will include all
10 lighting assets within that geographic
11 limit.
12 A. That's correct.
13 Q. Then National Grid will allocate the portion
14 of net book value that is assignable to a
15 city such as East Providence based on the
16 specific equipment in the billing inventory
17 for that city or town.
18 A. Yes. Thank you for the clarification.
19 Q. And then the other assets that the city or
20 town will not purchase are in different
21 customers' billing inventory.
22 A. Correct.
23 Q. So all of the assets are in someone's
24 billing inventory.

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1 A. Yes.
2 Q. And the municipality purchases everything
3 that's in their billing inventory.
4 A. Correct. With the addition of lights
5 that are not currently billing to inactive.
6 Streetlights that are not currently actively
7 billing to a customer referred to as
8 inactive lights in the Act.
9 MR. TUGAN: Thank you. No further
10 questions.
11 MR. SPIRITO: Mr. Conley?
12 CROSS-EXAMINATION BY MR. CONLEY
13 Q. So I believe we just heard that the billing
14 inventory determines who is going -- whether
15 or not the municipality needs to purchase
16 the light. Do you know how each individual
17 light makes it into a different party's
18 billing inventory?
19 A. Yes. And that can be a couple of
20 different ways, depending on which way the
21 request comes to the company. So it may
22 come through the community manager, it may
23 come in through our customer service center,
24 it may come in through another internal

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1 group that deals with streetlight requests.
2 So there's a number of different ways that a
3 request could come in, but it comes from the
4 customer.
5 Q. So each light has a corresponding request
6 from a party that determines which inventory
7 it's placed in?
8 A. It may be an aggregate request, but yes.
9 Q. So there couldn't be a suggestion where a
10 municipality has never requested a light but
11 is being required to purchase it?
12 A. I can't answer that definitively.
13 Q. So --
14 A. It is not the process.
15 Q. It's possible that National Grid is
16 requiring East Providence to purchase lights
17 it has not requested.
18 A. Not to my knowledge.
19 MR. CONLEY: That's all.
20 MR. SPIRITO: Anything else?
21 MS. HETHERINGTON: No.
22 MR. SPIRITO: Thank you. You may
23 step down. So it's my understanding that
24 the parties are waiving their right to

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1 provide a closing statement and instead are
2 planning on briefing all of the legal issues
3 that are present in this matter, and that
4 the briefing schedule has already been
5 established and it's May 7th, I believe.
6 MR. TUGAN: That's correct.
7 MR. SPIRITO: Correct? So is there
8 anything else for us to address this
9 morning? No?
10 MR. TUGAN: No.
11 MR. CONLEY: I don't believe so.
12 MR. SPIRITO: Thank you very much
13 for your time this morning, and I'll await
14 your briefs, and if there's a scheduling
15 issue, please let me know. I'm hoping to
16 get the decision finished, assuming the
17 briefing schedule remains intact, by this
18 control date of I think it's June 7th --
19 June 11th. So, again, thanks very much for
20 your time this morning.
21 MR. CONLEY: Thank you.
22 MR. TUGAN: Thank you.
23 MS. HETHERINGTON: Thank you
24 (ADJOURNED AT 11:15 A.M.)

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C E R T I F I C A T E

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2
3 I hereby certify that the foregoing
4 is a true and accurate transcript of the
5 hearing taken before the State of Rhode
6 Island Division of Public Utilities and
7 Carriers, John Spirito, Esq., Hearing
8 Officer, on April 9, 2019, 2016 at 9:30 a.m.
9
10
11
12 JO ANNE M. SUTCLIFFE, RPR/CSR
13 NOTARY PUBLIC, STATE OF RHODE ISLAND
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Exhibit 7

THE NARRAGANSETT ELECTRIC COMPANY
GENERAL STREET AND AREA LIGHTING SERVICE (S-14)
RETAIL DELIVERY SERVICE

AVAILABILITY

General Street and Area Lighting Service is available under this rate to any city, town, governmental entity, or other public authority hereinafter referred to as the Customer, in accordance with the provisions and the specifications hereinafter set forth:

1. For municipal-owned or accepted roadways, including those classified as "private areas" for which a municipal Customer has agreed to supply street and area lighting service.
2. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting facilities.
3. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
4. Service under this rate is available to a private contractor, developer, or association of customers, wherein the municipality has agreed in writing to accept responsibility for future payment of such lights upon acceptance of applicable streets and areas.
5. Street and area lighting is available under this rate to any Customer where the necessary luminaires can be supported on the Company's existing poles and where such service can be supplied directly from existing secondary voltage circuits. Where the necessary luminaires cannot be supported on existing utility infrastructure, wood poles may be furnished in place in accordance with the schedule of Support and Accessory Charges listed below under RATE, Section 2, provided no such pole is more than one span from an existing secondary distribution facility.
6. In applications where revenue from the planned street or area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide street or area lighting service or the Customer agrees to compensate the Company for the incremental installation costs as a contribution in aid of construction in accordance with all applicable Company policies.
7. Temporary Turn Off Service under this tariff is available to any municipal Customer that has requested to temporarily discontinue street and area lighting service received under this rate. Temporary Turn Off Service under this tariff provides for the Company's lighting facilities to remain in place in anticipation of reinstatement of General Street and Area Lighting – Full Service. The Customer shall be allowed to temporarily turn off General Street and Area Lighting – Full Service and will be billed under this tariff in accordance with the Temporary Turn Off Service provision included in this tariff, provided that the Customer has complied with all provisions and terms of the Company's General Street and Area Lighting – Full Service provision of this tariff and any related service agreements.
8. The permanent discontinuance of General Street and Area Lighting Service is available under this tariff to any Customer that has complied with all provisions and terms of this tariff, any related service agreements and has requested permanent discontinuance, whereas, such discontinuance is the cessation of this tariff service and constitutes the complete removal or in-place retirement of the Company's facilities at the location at which this service is discontinued. Permanent discontinuance of service is

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further described below.

9. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified street and area lighting facilities is the responsibility of the Customer.
10. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.

I. GENERAL STREET AND AREA LIGHTING – FULL SERVICE RATE

The annual charges enumerated in RIPUC No. 2095, Summary of Retail Delivery Rates, Sheet 3, are applicable to all street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>Incandescent*</u>					
	Roadway	1,000*	105	LUM INC RWY 105W	443
		2,500*	205	LUM INC RWY 205W	860
<u>Mercury Vapor*</u>					
	Roadway	4,400*	100	LUM MV RWY 100W	543
		8,500*	175	LUM MV RWY 175W	881
		13,000*	250	LUM MV RWY 250W	1,282
		23,000*	400	LUM MV RWY 400W	1,991
		63,000*	1,000	LUM MV RWY 1000W	4,572
	Floodlight	23,000*	400	LUM MV FLD 400W	1,991
		63,000*	1,000	LUM MV FLD 1000W	4,572
	Post Top	8,500*	175	LUM MV POST 175W	881
<u>Metal Halide</u>					
	Floodlight	32,000	400	LUM MH FLD 400W	1,883
		107,800*	1,000	LUM MH FLD 1000W	4,502

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GENERAL STREET AND AREA LIGHTING SERVICE (S-14)
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RATE (Continued)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>High Pressure Sodium Vapor</u>					
Roadway					
		4,000	50	LUM HPS RWY 50W	255
		6,300	70	LUM HPS RWY 70W	359
		9,600	100	LUM HPS RWY 100W	493
		16,000	150	LUM HPS RWY 150W	722
		27,500	250	LUM HPS RWY 250W	1,269
		50,000	400	LUM HPS RWY 400W	1,962
Wallighter	27,500 (24 Hr)		250	WALL HPS 250W 24 HR	2,663
Post Top					
		4,000**	50	LUM HPS POST 50W	255
		9,600**	100	LUM HPS POST 100W	493
Floodlight					
		27,500	250	LUM HPS FLD 250W	1,269
		50,000	400	LUM HPS FLD 400W	1,962
<u>Light Emitting Diode ("LED")</u>					
Roadway					
		2,000	20	LUM LED RWY 20W	88
		2,700	30	LUM LED RWY 30W	130
		5,000	60	LUM LED RWY 60W	255
		13,000	140	LUM LED RWY 140W	589
		25,000	275	LUM LED RWY 275W	1,153
Post Top		5,000**	60	LUM LED POST 60W	255

* No further installation or replacement of designated luminaires will take place after the effective date of this rate. Conversion of existing Incandescent or Mercury Vapor luminaires to an equivalent High Pressure Sodium Vapor luminaire may also be done at the request of the Customer.

** Post top luminaire installations will only be permitted for the "Traditional" luminaire style and only in underground development areas after the effective date of this rate.

The Company shall use its best efforts to replace existing luminaires with LED luminaires within a reasonable length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company's crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year to allow for efficient operations. The Company reserves the right to be flexible in responding to the Customer's request. However, the Company shall complete all requests according to a mutually accepted schedule between the Customer and the Company upon receipt of written notice.

Issued: August 16, 2018

Effective: September 1, 2018

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GENERAL STREET AND AREA LIGHTING SERVICE (S-14)
RETAIL DELIVERY SERVICE

RATE (Continued)

2. **Support and Accessory Charges:**

An additional annual charge as enumerated in RIPUC No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each luminaire type as stated in Section 1 – Luminaire Charges, where the Company is requested to furnish a suitable wood pole, standard, foundation or other accessory, and applicable delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

Service Type

<u>Support Type</u>	<u>Description</u>
<u>Overhead Service</u>	
<u>Non-Distribution Pole</u>	
Wood Pole	POLE-WOOD
<u>Underground Service</u>	
<u>Non-Metallic Standard</u>	
Fiberglass without Foundation*	POLE FIBR PT EMB<25
Fiberglass with Foundation <25 feet	POLE FIBER PT <25' (Or) POLE FIBER RWY<25'
Fiberglass with Foundation =>25 feet	POLE FIBER RWY =>25
<u>Metallic Standard</u>	
Metallic Direct Embedded (No Fdn.)*	POLE METAL EMBEDDED
Metallic with Foundation	POLE METAL =>25FT

* No further installation or relocation of the designated support will take place after the effective date of this rate.

Accessory Type

None

3. **Other Fees and Charges:**

Additional fees or charges as enumerated below in the schedule of fee and charge prices will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable Lighting Service Charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company, the conditions which created the need for the Customer request were determined to be the result of Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

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Fee or Charge Type

Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

RATE ADJUSTMENT PROVISIONS

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision
Energy Efficiency Program Provision
Infrastructure, Safety, and Reliability Provision
LIHEAP Enhancement Plan Provision
Long Term Contracting for Renewable Energy Recovery Provision
Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
Net Metering Provision
Pension Adjustment Mechanism Provision
Performance Incentive Recovery Provision
Qualifying Facilities Power Purchase Rate
Renewable Energy Growth Program Cost Recovery Provision
Residential Assistance Provision
Revenue Decoupling Mechanism Provision
Standard Offer Service Adjustment Provision
Storm Fund Replenishment Provision
Street Light Metering Pilot Cost Recovery Provision
Transition Cost Adjustment Provision
Transmission Service Cost Adjustment Provision

STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

GROSS EARNINGS TAX

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

HOURS OF OPERATION

All street and area lights shall be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

DETERMINATION OF MONTHLY BILL FOR GENERAL STREET AND AREA LIGHTING -- FULL SERVICE

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The monthly bill will be based on the following:

1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months, as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

Monthly Operating Hours

January	442	July	267
February	367	August	301
March	363	September	338
April	309	October	392
May	280	November	418
June	251	December	447

3. Other Fees and Charges

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

DISCLAIMER OF LIABILITY

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of Company's obligations to Customer under this section.

EXCESSIVE DAMAGE

Excessive damage due to wanton or malicious acts shall be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component such as pole, standard, lamp, luminaire, accessory or conductors being broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

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RETAIL DELIVERY SERVICE**

ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined in this tariff.

RELAMPING

All inoperable lamps and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

FAILURE OF LIGHTS TO OPERATE

Should any light or lights, which are owned and maintained by the Company, fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof, as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of nature or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

LOCATION OF STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where street and area lights will be placed and the type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/linaires selected by the Customer or the adequacy of the resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by others associated with the facilitation of service under this rate are the responsibility of the Customer.

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue lighting facilities, owned by the Company, at no cost to the Customer, limited to a quantity not to exceed one (1) percent of the total number of lighting assemblies assigned to the Customer's billing account under this tariff within the given calendar year. The request by a Customer for the permanent discontinuance of the lighting in excess of one (1) percent as stated above may be performed by mutual agreement upon payment by the Customer to the Company in an amount equal to the sum of the unamortized balance of the original installation cost, removal and restoration costs, and any street light reconfiguration costs to maintain all other active lights.

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RELOCATION OF LIGHTING FACILITIES

A Customer may request the relocation of existing street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as required, the relocation of existing facilities, any electric system reconfiguration and all site restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

TERM OF AGREEMENT

The initial term of agreement for General Street and Area Lighting Service under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

II. GENERAL STREET AND AREA LIGHTING -- TEMPORARY TURN OFF SERVICE RATE

Upon the Company's temporary turn-off of retail delivery service to municipal Customers requesting temporary turn off of the Company's street and area lighting facilities, the Company shall bill the municipal Customer the charges enumerated in RIPUC No. 2095, Summary of Retail Delivery Rates, Sheet 3, for the temporary turn off.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>Incandescent</u>					
Roadway					
		1,000	105	LUM INC RWY 105WTT	n/a
		2,500	205	LUM INC RWY 205WTT	n/a
<u>Mercury Vapor</u>					
Roadway					
		4,400	100	LUM MV RWY 100W TT	n/a
		8,500	175	LUM MV RWY 175W TT	n/a
		13,000	250	LUM MV RWY 250W TT	n/a
		23,000	400	LUM MV RWY 400W TT	n/a

THE NARRAGANSETT ELECTRIC COMPANY
 GENERAL STREET AND AREA LIGHTING SERVICE (S-14)
 RETAIL DELIVERY SERVICE

RATE (Continued)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
Floodlight		63,000	1,000	LUM MV RWY 1000WTT	n/a
		23,000	400	LUM MV FLD 400W TT	n/a
Post Top		63,000	1,000	LUM MV FLD 1000WTT	n/a
		8,500	175	LUM MV POST 175W TT	n/a
<u>Metal Halide</u>					
Floodlight		32,000	400	LUM MH FLD 400W TT	n/a
		107,800	1,000	LUM MH FLD 1000W TT	n/a
<u>High Pressure Sodium Vapor</u>					
Roadway		4,000	50	LUM HPS RWY 50W TT	n/a
		6,300	70	LUM HPS RWY 70W TT	n/a
		9,600	100	LUM HPS RWY 100W TT	n/a
		16,000	150	LUM HPS RWY 150W TT	n/a
		27,500	250	LUM HPS RWY 250W TT	n/a
		50,000	400	LUM HPS RWY 400W TT	n/a
Wallighter	27,500 (24 Hr)		250	WALL HPS 250W 24 TT	n/a
Post Top		4,000	50	LUM HPS POST 50W TT	n/a
		9,600	100	LUM HPS POST 100W TT	n/a
Floodlight		27,500	250	LUM HPS FLD 250W TT	n/a
		50,000	400	LUM HPS FLD 400W TT	n/a
<u>Light Emitting Diode ("LED")</u>					
Roadway		2,000	20	LUM LED RWY 20W TT	n/a
		2,700	30	LUM LED RWY 30W TT	n/a
		5,000	60	LUM LED RWY 60W TT	n/a
		13,000	140	LUM LED RWY 140W TT	n/a
		25,000	275	LUM LED RWY 275W TT	n/a
Post Top		5,000**	60	LUM LED POST 60W TT	n/a

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RETAIL DELIVERY SERVICE

RATE (Continued)

2. Support and Accessory Charges:

Service Type

Support Type

Description

Overhead Service

Non-Distribution Pole

Wood Pole

POLE – WOOD TEMPOFF

Underground Service

Non-Metallic Standard

Fiberglass without Foundation

POLE FIBR EMB<25TT

Fiberglass with Foundation < 25 ft.

POLE FIBER PT <25TT

Fiberglass with Foundation =>25 ft.

(Or) POLE FIBER RWY <25TT
POLE FIBER RWY =>25TT

Metallic Standard

Metallic Direct Embedded (No Fdn.)

POLE METAL EMB TT

Metallic with Foundation

POLE METAL=>25' TT

3. Other Fees and Charges:

Fee or Charge Type

Charge Amount

Reactivation Charge

\$25.00

Crew Protection

Customer Responsibility

DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

The monthly bill will be based on the annual Temporary Turn Off Charges above. The monthly charge will be based on the annual charge divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

MAINTENANCE

Temporary Turn Off Service under this tariff does not include routine maintenance of lighting facilities temporarily discontinued by the Customer.

NOTICE FOR TEMPORARY TURN OFF SERVICE

In order for a municipal Customer to be served under the Temporary Turn Off Service provision of this tariff, the municipal Customer must provide written notice to the Company requesting such temporary turn off service. Such notice shall take the form of that provided by the Company and shall include the specific

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identification of Company street and area lighting facilities to be temporarily turned off and the estimated length of the temporary discontinuance, however, will be not less than one year and not more than three years. Such identification shall include sufficient information for the Company to easily locate its street and area lighting facilities to be temporarily turned off for the purpose of turning off (red capping) the facilities.

The Company shall use its best effort to turn off retail delivery service to its street and area lighting facilities within a reasonable length of time after receipt of the written notice required above. Depending upon the number of street and area lighting facilities to be temporarily turned off and the availability of the Company's crews, the Company may schedule such turn off over a period of time to allow for efficient operations. The Company reserves the right to be flexible in responding to the Customer's request. However, the Company shall complete all requests according to a mutually accepted schedule between the Customer and the Company upon receipt of written notice.

CREW PROTECTION

The Customer shall be responsible for the cost of any required police details or road flaggers for services provided under this option.

REINSTATEMENT OF GENERAL STREET AND AREA LIGHTING – FULL SERVICE

The provision of this service by the Company is predicated on the municipal Customer reinstating General Street and Area Lighting – Full Service. The Customer's request to reinstate all or a portion of the Company's street and area lighting facilities served under this rate, after complying with the term of service provision of this tariff, must be in written form and identify the specific street and area lighting facilities for the Company to reinstate. Upon receipt of the Customer's request, the Company shall use its best efforts to return the street and area lighting facilities to full lighting service as soon as possible after receiving the request. However, the Company reserves the right to flexibility in scheduling the reinstatement in an appropriate manner based on crew availability and the quantity of street and area lighting facilities requested to be reinstated. If the Customer requests reinstatement of the General Street and Area Lighting – Full Service prior to minimum term of one year, the Company will charge the Customer a Reactivation Charge per street or area lighting facility.

TERM OF SERVICE

The municipal Customer may remain on this provision of the General Street and Area Lighting tariff for a maximum period of three years. At the end of the three year period, the Customer must provide written notice for (i) the municipal Customer's return to General Street and Area Lighting – Full Service as provided for above, (ii) the permanent discontinuance of the street and area lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage of another lighting tariff for retail delivery service to the street and area lighting facilities. The Company will continue to bill the Temporary Turn Off Charge until such time as the street and area lighting facilities are transferred to another delivery service selected by the Customer, or as assigned by the Company following the maximum three year term of service.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Exhibit 8

ARTICLE III. MAYOR

Sec. 3-1. Election; term of office.

Sec. 3-2. Qualifications.

Sec. 3-3. Compensation.

Sec. 3-4. Chief executive and administrative officer.

Sec. 3-5. Powers and duties.

Sec. 3-6. Passage of ordinances over veto.

Sec. 3-7. Temporary absence.

Sec. 3-8. Vacancy.

Sec. 3-9. City solicitor.

Sec. 3-10. Administrative departments.

Sec. 3-11. Directors of departments.

Sec. 3-12. Departmental divisions.

Sec. 3-1. Election; term of office.

There shall be a Mayor who shall be elected at the City general election for a term of four (4) years and until his or her successor is elected and qualified. The term of the Mayor shall begin on the first Tuesday after the first Monday in January following said general election.

Sec. 3-2. Qualifications.

The Mayor shall be a legal resident of the City for at least four (4) years next preceding his or her election and a qualified elector of the city.

Sec. 3-3. Compensation.

The Mayor shall receive such annual compensation as determined by ordinance; provided that the compensation of the Mayor shall not be changed after the filing of nomination papers for the office or during the term of office for which the Mayor was elected.

Sec. 3-4. Chief executive and administrative officer.

The Mayor shall be the Chief Executive and Administrative Officer of the City and shall be responsible for the administration and management of all offices, departments and agencies except as may otherwise be provided by this Charter.

Sec. 3-5. Powers and duties.

- (1) (a) The Mayor shall appoint all heads of departments except as otherwise provided by this Charter. Said department heads shall serve at the pleasure of the Mayor. All such appointments constitute unclassified employment positions with indefinite terms subject to removal by the Mayor without cause;
- (b) Appoint, and when necessary for the good of service, remove all other officers and employees of the City except as otherwise provided by this Charter and except as he or she may authorize the head of a department or office to appoint, promote and remove subordinates in such department or office;
- (2) Notify the City Council of all appointments, which shall be in writing and filed with the City Clerk within five (5) days of the appointments;
- (3) Prepare the annual budget and submit it to the Council with recommendations and be responsible for its administration upon approval by the Council;

- (4) Prepare and submit the City Council within ninety (90) days of the close of the fiscal year a comprehensive annual report of the financial transactions and administrative activities of the City and prepare and make available for distribution to the public within six (6) months of the close of the fiscal an audited complete financial statement on the finances and administrative activities of the City for the preceding year.
- (5) Keep the Council advised of the financial condition and future needs of the City and make sure recommendations as may seem to him or her desirable.
- (6) Enforce or cause to be enforced the laws and ordinances of the City of East Providence.
- (7) Recommend to the City Council such measures as he or she may consider necessary and expedient for enactment.
- (8) Negotiate contracts on behalf of the City subject to the approval of the City Council, except as otherwise provided for by the Charter or State Law.
- (9) In the event of a disaster, catastrophe or other similar event the Mayor shall have the power and authority to declare a municipal emergency and to take whatever action he or she deems necessary to protect the health, safety and security of the City and its inhabitants.
- (10) Supervise, control and direct the activities and operations of all departments and administrative offices of the City within his or her jurisdiction.
- (11) Review all rules and regulations of the various department and administrative offices and only upon his or her approval shall they become effective.
- (12) Perform such other such duties as may be required of him or her by ordinance.
- (13) Be recognized as the official head of the City government for all ceremonial purposes and by the Governor for purposes of Military Law.
- (14) Inquire into the conduct of any Council member and, any office, department or agency of the city, and make investigation as to municipal affairs and, only for such purposes, the Mayor may subpoena witnesses and require the production of records by an executive order which shall state, with sufficient particularity, the legitimate public purpose for the issuance of any such subpoena and the scope of said subpoena.

Sec. 3-6. Passage of ordinances over veto.

No Ordinance shall take effect without the approval of the Mayor unless:

- (1) The Mayor shall fail to sign the ordinance within ten (10) consecutive days after its passage; or
- (2) The Mayor returns it to the Council within ten (10) consecutive days after its passage with a message of disapproval and veto and the Council no later than its next regularly scheduled meeting shall approve the ordinance by the affirmative votes of at least four (4) of its members notwithstanding the disapproval and veto of the Mayor.

Sec. 3-7. Temporary absence.

In the event of the temporary absence or disability of the Mayor, not exceeding ninety (90) days, the President of the Council shall act as Mayor, for the time being until the Mayor shall return to his or her duties or until his or her disability shall cease. While serving during the temporary absence of the Mayor, the President of the Council shall not make any appointments or removals other than temporary appointments, until he or she shall have served as Acting Mayor for thirty (30) consecutive days and then only with the consent of the City Council. Any removal made must be for cause. While serving as Acting Mayor under the provisions of this section the President of the City Council may not sit on said Council. If the Mayor returns to office during this period the President of the Council shall return to his or her seat and position on the Council.

Sec. 3-8. Vacancy.

- (a) In the event of an absence exceeding ninety (90) days the City Council may declare the office of Mayor vacant.
- (b) In the event of a vacancy of the office of Mayor, if less than six (6) calendar months remains until a regular election and the office of Mayor is declared vacant, the President of the City Council shall act as Mayor. If the President of the City Council shall resign or be unable to act then the Council shall elect as a majority of its members one of its members to serve as Acting Mayor. While serving as Acting Mayor under the provisions of this section the Acting Mayor may not sit on said Council. Any removal made by the Acting Mayor must be for cause. If the time between the occurrence of such vacancy and the next municipal election is six (6) months or more the City Clerk shall call a special election in the manner prescribed by the State Law to fill such vacancy in the office

- (4) Inspect and audit any accounts or records of financial transactions which may be maintained in any office, department or agency of the City government apart from or subsidiary to the accounts kept in his or her office.

Sec. 4-9. Prohibited contracts and expenditures.

No office, department or agency shall expend any money or incur any liability or enter into any agreement which by its terms involves the expenditure of money during the fiscal year in excess of the amounts appropriated, other than for capital improvements to be financed in whole or in part by the issuance of bonds and the making of contracts and leases approved by the Council. Any contract, verbal or written, made in violation of this Charter shall be null and void.

Sec. 4-10. Unexpended appropriations.

All appropriations shall lapse at the end of the budget year to the extent that they shall not have been expended or lawfully encumbered.

Sec. 4-11. Fees.

All fees received by any officer or employee shall be remitted daily to the department of finance and shall belong to the City government.

Sec. 4-12. Board of assessment review.

- (1) There shall be a board of assessment review whose members shall be qualified electors of the city. The board of assessment review shall consist of five (5) members appointed by the Mayor, subject to Council approval, at least one (1) member to be a resident of each ward in the City. The members first appointed shall serve for terms of two [2], four [4] and six [6] years respectively, and thereafter one member shall be appointed in each second year for a term of six [6] years. Two (2) additional members shall be appointed for terms of office to conclude in the first and second years thereafter in which there are no members whose terms expire respectively. Thereafter one (1) member shall be appointed in each year, with the exception of the year in which no member's term expires, for a term of six [6] years from the date of expiration of the term for which his or her predecessor was appointed, except that a person appointed to fill a vacancy occurring prior to the expiration of such term shall be appointed for the remainder of the term. Each member of the board shall hold office until his or her successor is appointed and qualified.
- (2) The board of assessment review shall hear and consider the appeal of any property owner concerning the amount of his or her assessed valuation as determined by the City Assessor. The assessor shall attend all hearings of the board of review in order to explain his or her valuations, but shall have no vote. The board shall keep an accurate record of its proceedings which shall be available for public inspection. If it shall appear that the valuation of any property has been incorrectly or inequitably assessed, the board shall have power to change the assessment.
- (3) The Council shall provide by ordinance for the organization and procedure of the board of assessment review and for the manner of receiving, considering, and disposing of appeals.
- (4) The taking of an appeal to the board of assessment review, or any action thereon, shall not be construed to limit or restrict the right of any taxpayer to apply to a court of competent jurisdiction for relief from any assessed valuation or tax originally determined by the assessor.

Sec. 4-13. Competitive bidding.

- (1) Before any purchase of or contract for supplies, materials or equipment or contract for any City improvement, opportunity shall be given for competitive bidding under such rules and regulations, and with such exceptions, as the Council may prescribe by ordinance.
- (2) All contracts for more than an amount to be determined by ordinance shall be awarded to the lowest responsible bidder after such public notice and competition as may be prescribed by ordinance. No transaction which is essentially a unit shall be divided for the purpose of evading the intent of this section. The Mayor shall have the power to accept or to reject any or all bids, and to re-advertise for same; provided, however, that the acceptance of any bid for a contract in excess of fifty thousand (\$50,000.00) dollars shall be subject to the approval of the City Council. Alterations in any contract may be made when authorized by the Council upon the written recommendation of the Mayor.

