

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
Responses to Division Data Requests – Set 1**

Dear Ms. Massaro:

I have enclosed National Grid's¹ responses to the Rhode Island Division of Public Utilities and Carrier's First Set of Data Requests 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 Division's First Set of Data Requests
Issued October 10, 2013

Division 1-1

Request:

Please explain why the Company requires six-month written notice when a municipality decides to terminate ownership of any or all lights purchased?

Response:

Please see the Company's response to Commission Data Request 1-2.

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Division 1-2

Request:

Upon municipal termination, please explain the rationale behind the Company making the determination that a city or town must remove all of its street lighting assets from National Grid's distribution poles if they do not want such equipment in the Company's inventory?

Response:

Please see the Company's response to Commission Data Request 1-2.

Division 1-3

Request:

Why wouldn't the Company remove the municipal assets, if National Grid wants to replace the lighting inventory?

Response:

When a customer terminates customer-owned street lighting service on the proposed Rate S-05 tariff, this termination and decision to no longer own street lighting equipment does not constitute an immediate transfer of ownership or impose a responsibility on the Company to continue providing street lighting service. If the customer requests service on a Company rate for Company-owned street lighting equipment following the customer's decision to terminate customer-owned street lighting service, the Company may consider providing this service pursuant to its Company-owned street and area lighting tariffs. The customer would be required to transfer to the Company ownership of any equipment owned by the customer, inspected by the Company, and which the Company determines meets the Company's standards or industry codes in providing Company-owned street lighting service.

However, the Company reserves the right to require that any equipment that fails to meet industry codes and/or Company standards be removed by the customer from existing Company-owned poles. The Company would then install its own street lighting equipment as it would in any new request for Company-owned street lighting service.

See also the Company's response to Commission Data Request 1-2.

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Division 1-4

Request:

Is National Grid currently taxed by municipalities for its street lighting equipment, whether by property tax or some form of asset tax, that will be not have to be paid by the Company upon town ownership? If so, how will those tax savings be reflected?

Response:

Yes, the Company is assessed property taxes by the municipalities on street lighting equipment. The Company recovers property taxes in the Electric Infrastructure, Safety and Reliability ("ISR") program on incremental capital investment net of plant retirements. Retired street light assets will be netted against incremental ISR capital investment and, therefore, provide customers with the benefit of the resulting reduced street light- related property taxes.

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Division 1-5

Request:

If a municipality terminates ownership of lighting equipment, the tariff obligates the customer to be responsible for the payment of any tax liability resulting from the transfer of equipment ownership. Please explain the potential tax liability that may occur.

Response:

If a municipality chooses to terminate its ownership of street lighting equipment but still wishes to receive ongoing street lighting service under one of the Company's Company-owned street lighting tariffs, which would necessitate a transfer of the lighting equipment back to National Grid after an inspection to determine if the lighting equipment meets the Company's standards, National Grid would be subject to income tax on the transfer of the property under the provisions of Internal Revenue Code, Section 118(b). National Grid would have taxable income from the transfer equal to the Fair Market Value ("FMV") of the equipment at the time of such transfer and would charge the municipality an amount to compensate the Company for this additional income tax liability.

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Division 1-6

Request:

Has National Grid considered offering municipalities maintenance contracts for their lighting equipment? If so, can you provide a sample contract?

Response:

National Grid does not provide non-tariff related (unregulated) or contract maintenance services for customer-owned lighting.

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Division 1-7

Request:

Under inventory of lights within the S-05 tariff, if a city or town fails to report lighting equipment changes such as a change in luminaires within 30 days, the municipal service can be terminated and the municipality would be required to obtain electricity under a metered service. Please explain why National Grid cannot re-bill the municipality for the unmetered flat-rate service for the period in question instead of terminating the service. Also, please explain which metered tariff the customer would possibly be switched to for failing to meet inventory reporting requirements.

Response:

Service on the proposed Rate S-05 tariff is unmetered and lighting facilities are owned and controlled by the customer. Therefore, in order to ensure accurate billing, the Company will necessarily rely on information the customer provides regarding changes in inventory. Inaccurate reporting of inventory that may lead to under billing of kWh (kilowatt-hour) deliveries will result in lost or unbilled revenue to the Company that will ultimately be recovered from all other customers. This provision exists in the tariff only to provide the Company with a means of ensuring that every customer pays its fair share and does not place the revenue recovery burden on other customers. In this regard, the provision is no different than the termination rules and procedures in place for all other customers. However, the Company will likely enforce this provision only as a last resort to solve a systemic inventory reporting problem within a particular community. Metered service, if required by the Company or preferred by the customers, would be available on Small C&I Rate C-06.

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Division 1-8

Request:

Has National Grid considered offering operating schedules other than the traditional Continuous and Dusk-to-Dawn schedules to customers on Rate S-06 and Rate S-14?

Response:

If the Company determines that there is significant customer interest in expanded operating schedules for Company-owned street and area lighting, the Company may consider offering these options in a subsequent filing related to Company-owned facilities. However, any proposal by the Company would need to balance the interests of customers in receiving expanded services with the additional cost of providing those services.

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Division 1-9

Request:

At page 48 of his testimony, Mr. Walter states the additional lighting schedules will promote cost savings through lower energy use. Has National Grid determined the payback period for the cost of the required control devices, assuming various light source billable wattage?

Response:

The Company has not performed any analysis related to the potential payback period of the investment in the control devices. The results of this type of analysis are dependent upon the particular control technology chosen by the customer as well as the specific street lighting inventory located in a community. Ultimately, the customer will be responsible for performing this type of analysis prior to submitting a request to purchase street and area lighting assets from the Company.

Division 1-10

Request:

As one of several customer requirements, Mr. Walter states at page 21 of his testimony, "Until the customer has installed a fuse device, it will be necessary for the Company to disconnect (or de-energize) the customer's light from the Company's distribution system in order to perform work safely." Has the Company established a time limit for customer compliance with removal and replacement of identification tags, creating an inventory, installing fuse devices, etc.?

Response:

The Company encourages the physical separation (fused disconnect device installation) of the customer's acquired lighting system to be performed as soon as possible to promote a safe work environment for all parties. However, the Company recognizes the practical considerations associated with this requirement and has established a 10-year compliance period following the sale transaction as defined in the License Agreements. The Company also prefers that all required light source and ownership labeling, identification tag replacement, and inventory development is performed as soon as possible. During this compliance period and beyond, should the Company receive requests to respond to any operating concerns or requests to perform maintenance work to repair a light, and the Company performs such maintenance after which the Company determines the light is customer-owned, the Company will charge the customer a Lighting Service Charge ("LSC") for the service visit. Proper labeling and/or identification tags will assist in avoiding this condition.

Division 1-11

Request:

RIGL 39-30-3(d) (i) states "The municipality is subject to the same terms and conditions that pole owners make to others that attach to the poles". Does National Grid intend to assess pole attachments fees to municipalities who attach municipal-owned lighting equipment to Company-owned utility poles? If not, please explain the rationale, in light of the referenced statutory language and the Company policy of assessing other entities fees for attaching non-Company equipment to Company-owned utility poles.

Response:

The Company is not proposing an attachment fee at this time, but reserves the right to propose such a fee as part of a future general rate case.

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Division 1-12

Request:

Referencing Jeanne Lloyd's testimony at page 11 of 15, lines 13-21, if a municipality served under rate S-05 eventually decides to relinquish ownership of the streetlight equipment, the Company (at its discretion) would assume ownership, but at no cost to the Company. Further, if the customer desires to receive streetlighting service, it would receive it under rate S-14 or rate S-06, whichever is applicable. In such circumstance, how will the Company record on its books the equipment which it received from the customer at no cost? Please describe the accounting and ratemaking (rate base) treatment associated with such a transaction.

Response:

Any street light assets that may be transferred to the Company from a municipality at no cost to the Company will be recorded on the Company's books at a value of \$-0-. The value reflected in rate base would also be \$-0-.

Division 1-13

Request:

As mentioned in question 13 above, according to the testimony a customer who relinquishes ownership can subsequently receive streetlighting service with the same equipment under rate S-14 or S-06. Please explain the rationale for charging a rate that includes return and depreciation on an asset which the Company receives at no cost.

Response:

The Company's rates for all customers are designed to reflect the "average" cost of providing delivery service to customers in each rate class, including the street and area lighting class. Luminaire and pole/standard charges for street and area lighting customers are designed so that each customer pays the same per unit charge for each type of luminaire or pole regardless of the age of the assets serving a particular municipality. This type of pricing is necessary since charging individual prices to each customer would not be administratively feasible.

When the Company performs a cost of service study within the context of a general rate case, the determination of net plant is based upon the value of all assets at the time the study is performed. Plant in service will include assets that have been fully depreciated and reflect a \$0 net plant value as well as assets that have been recently installed and reflect little or no depreciation at the time of the study. If a customer that has purchased the assets serving the municipality ultimately relinquished ownership of those assets and returned them to the Company at \$0 cost, the Company would return the assets to its books at \$0 cost. Ultimately, this value would be reflected in the determination of the net plant value of street lighting assets in the Company's next general rate case, and rates designed for street and area lighting customers would reflect a lower cost per unit.

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Division 1-14

Request:

In what circumstance would the Company require a customer relinquishing ownership to remove its streetlighting equipment from the Company's poles?

Response:

Please see the Company's response to Commission Data Request 1-2.

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Division 1-15

Request:

Is it a Company objective to administer the customer owned streetlighting proposal in a revenue neutral manner from revenues at presently approved rates?

Response:

No. As indicated in the Company's response to Commission Data Request 1-5, any reduction in rate base due to the sale of assets currently owned by the Company will be reflected as a reduction in rates billed to customers through the operation of the Infrastructure, Safety and Reliability Plan.

Division 1-16

Request:

Do the streetlights come with a warranty from the manufacture? If yes, what is covered by the warranty, and for how long? Will warranty transfer with transfer of ownership?

Response:

A manufacturer's warranty is generally available with new street lighting equipment. Although individual manufacturer warranties may vary depending on the product, the typical warranty terms and conditions allow for transferability and provide either: (a) replacement parts for the equipment owner to facilitate the repair, or (b) the unit product replacement of the equipment during the warranty period. Whereas each manufacturer's warranty is unique, other specific terms and condition requirements may apply.

The customer is responsible for obtaining warranty information from the respective manufacturers specific to the lighting equipment customers acquire from the Company.

Division 1-17

Request:

How will National Grid and the municipality share the cost for contact voltage inspection?

Response:

The Company currently performs manual and mobile contact voltage inspections as agreed to with the Rhode Island Division of Public Utilities and Carriers, and as approved by the Commission in Docket No. 4237. For those municipalities that purchase street light assets, the Company would no longer manually test the sold assets as part of its manual street light elevated voltage three- year testing cycle, and would, therefore, avoid that cost. The municipality would be responsible for all future inspection and maintenance activities associated with the sold assets. As for mobile contact voltage inspections, the Company would include the sold assets in its mobile elevated voltage testing if such assets are in a Contact Voltage Risk Area (parts of Providence, Newport, Pawtucket and Woonsocket). Mobile testing on metallic/conductive facilities in these areas today include customer-owned street lights, traffic lights, sign posts, etc., at no charge to those customers or municipalities where these assets exist. Likewise, mobile testing costs related to purchased street lighting equipment will not be charged to those municipalities. Importantly, the customer or municipality is responsible for paying for any corrective repairs on their assets, including any purchased street light assets, resulting from elevated voltage readings detected during the mobile elevated voltage testing.

Division 1-18

Request:

What is the expected life for each of the different types of streetlights currently on the system?

Response:

The approved depreciation rates and depreciable lives for streetlight assets from the Company's 2009 rate case in Docket No. 4065 are as follows:

Overhead Street Lighting and Signal Systems	5.64%	17.7 years
Underground Street Lighting and Signal Systems	5.65%	17.7 years

Division 1-19

Request:

According to testimony (at Jeanne Lloyd, pg 8, L 18), municipalities exercising the purchase option would be required to purchase all of the lighting facilities within control of the municipality. Please cite in R. I.G. L. where it is required to purchase all of the facilities within the municipality.

Response:

The Rhode Island Municipal Streetlight Investment Act, R.I.G.L § 39-29-1 – 5 (the “Act”), includes the following definition of Lighting equipment:

(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.

R.I.G.L. § 39-29-2(3) (emphasis added).

In addition, section 39-29-3(a)(3) of the Act allows a municipality:

(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).

R.I.G.L. § 39-29-3(a)(3)(emphasis added)

Division 1-20

Request:

Witness Walter discusses *Make Ready* charges on page 19 of his testimony along with *Field Survey* charges and *Lighting Service* charges. The latter two charges are described in the proposed tariff. Why did the Company not include a description of the *Make Ready* charges in the proposed tariff?

Response:

The proposed Rate S-05 tariff is designed to govern the terms and provisions applicable to providing delivery service to customers who own street and area lighting assets. Make Ready charges are related to the management of customer owned attachments and are best addressed through the individual Agreements of Sale and License Agreements. Make Ready charges are unique to each application occurrence, will vary based upon each customer's specific requirements, and are intended to recover the Company's costs in preparing a location for a new or relocated customer attachment.

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Division 1-21

Request:

Please provide a copy of the equivalent tariff of the Massachusetts Electric Company.

Response:

Please see Attachment Division 1-21 for a copy of the Massachusetts Electric Company's M.D.P.U. No. 1217, Street and Area Lighting - Customer Owned Equipment, Rate S-5.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

AVAILABILITY

Street and Area Lighting Service is available under this rate to any municipal city or town, governmental entity, or other public authority, hereinafter referred to as Customer, in accordance with the qualifications and specifications set forth below. Any Customer that has purchased designated Company street and area lighting equipment pursuant to G.L. c. 164 § 34A and is receiving service and is subject to the provisions of this tariff that pertain to purchased street and area lighting equipment, shall also be referred to as Municipal Customer solely for the purpose of those specific provisions.

1. Existing Municipal Customers under the Company's Rate S-1, S-3 Option A, S-6, or S-20 that purchase street and area lights and/or dedicated poles, standards or accessories shall be served under this rate, provided that the Municipal Customer has complied with all provisions and terms of the rates and any related service 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 equipment, and dedicated poles, standards or accessories, the completed transfer of title to the equipment from the Company to the Municipal Customer, and the execution of a license agreement between the Municipal Customer and the Company.
2. Any Municipal Customer that has purchased street and area lighting equipment pursuant to the Company's Rate S-2, Street Lighting – Overhead – Customer Owned Equipment or Rate S-3 Option B, Street Lighting – Underground – Division of Ownership, shall be served under this rate provided that the Municipal Customer has complied with all provisions and terms of the now closed rates and any related service agreements. The Municipal Customer must have completed all planned conversions from Company-owned street lighting equipment to Customer-owned street lighting equipment and have fulfilled the term of agreement under the applicable tariff. Service under this rate for Rate S-2 or Rate S-3 Option B is contingent upon the execution of a separate service agreement and license agreement between the Municipal Customer and the Company.
3. Street and area light replacements and additions installed by a Municipal Customer pursuant to (1) or (2) above, following its purchase of street and area lights, may be made by providing written notice to the Company.
4. Customers who are not specifically designated as Municipal Customers, as defined above, may make additions of Customer-owned luminaires under this rate by providing written notice to the Company. Service to a Customer under this rate shall be contingent upon the execution of a service agreement between the Customer and the Company.

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 contract between the Company and the Customer, the Company shall have no obligation to maintain facilities and equipment owned by the Customer. The Company reserves the right to transition existing Customers previously under an applicable discontinued service to this Street and Area Lighting Service, whereby the Customer shall be compliant with all terms and conditions as set forth.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

I. STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT

RATE

The Energy Charge provides the annual energy consumption (kWh) to be used in conjunction with the hours of operation to facilitate billing for the applicable customer-owned street and area luminaire and lamp combinations below.

1. Annual kWh per Incandescent & High Intensity Discharge (HID) Luminaire:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual kWh</u>
<u>Incandescent</u>				
	Roadway	1,000	105	438
		2,500	205	856
<u>Mercury Vapor</u>				
	Post Top	4,400	100	543
		8,500	175	881
	Roadway	4,400	100	543
		8,500	175	881
		13,000	250	1,282
		23,000	400	1,991
		63,000	1,000	4,572
	Floodlight	23,000	400	1,991
		63,000	1,000	4,572
<u>High Pressure Sodium Vapor</u>				
	Post Top	4,000	50	255
		6,300	100	359
	Roadway	4,000	50	255
		6,300	70	359
		9,600	100	493
		16,000	150	722
		27,500	250	1,269
		50,000	400	1,962
		140,000	1,000	4,618

Issued: May 23, 2013

Issued by:
Marcy L. Reed
President

Effective: June 1, 2013

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual kWh</u>
<u>High Pressure Sodium Vapor (Continued)</u>				
	Floodlight	27,500	250	1,269
		50,000	400	1,962
	Wallighter			
		27,500 (12 Hr.)	250	1,332
		27,500 (24 Hr.)	250	2,663
<u>Metal Halide</u>				
	Floodlight			
		32,000	400	1,883

2. Annual kWh per Solid State Lighting (SSL) Luminaire:

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual kWh</u>
*Light Emitting Diode (LED)	0.1 to 50.0	25	104
	50.1 to 100.0	75	313
	100.1 to 150.0	125	522
	150.1 to 200.0	175	731
	200.1 to 250.0	225	939
	250.1 to 300.0	275	1,148

* LED Nominal Wattage is inclusive of the total device wattage (LED, driver, and control).

3. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.
Field Survey Charge	See License Agreement for Street and Area Lighting, Section 4.1

4. Rates for Retail Delivery Service

Customers receiving delivery service under this rate shall be charged the applicable charges contained in the Summary of Electric Service Rates Tariff as in effect from time to time.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge determined under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Service under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Service under this rate will be charged a Renewables Charge in accordance with the Company's Renewables Provision.

BASIC SERVICE

Any Customer who does not have a supplier other than the Company will receive and pay the Company for Basic Service in accordance with the terms and price for Basic Service established by the Department of Public Utilities.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

HOURS OF OPERATION

All street and area lights will be operated 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

The monthly bill will be based on the following:

1. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and including the watts for the ballast/driver and control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for street and area 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 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

Issued: May 23, 2013

Issued by:
Marcy L. Reed
President

Effective: June 1, 2013

MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

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, Appendix A, and presented as adjustments on the Customer's bill.

LIABILITY AND INDEMNIFICATION

The Customer has the responsibilities and obligations associated with luminaire and support or accessory ownership and maintenance of the street and area lighting facilities served under this tariff. The Customer assumes all liability and shall indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the street and area lighting facilities, and the Company shall have the right to require the Customer to purchase insurance or a bond naming the Company as beneficiary to assure such indemnification and assumption of liability is effective. Under no circumstance shall the Company have the obligation to maintain facilities and equipment sold to or owned by the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased by a Municipal Customer pursuant to G.L. c. 164 § 34A shall be on an AS IS basis without any warranty, whether express or implied.

FIELD SURVEY CHARGE

As specified in the license agreements executed by the Company and the Customer at the purchase and sale closing, the Company will charge a Field Survey Charge per on-site and/or office survey at the request of the Customer when the Customer intends to either make a new lighting attachment or relocate or alter an existing lighting attachment, in order to determine if the support(s) can safely accommodate the requested lighting attachment.

INVENTORY OF LIGHTS

The Customer shall be responsible for reporting to the Company the number and type of luminaires by location and applicable reference that are operating at any time. The Customer shall provide the Company with a complete listing of all luminaires served under this rate no less than thirty (30) days following any changes to this listing as those changes occur during the year. Such reporting is necessary to ensure that the Company will bill the Customer accurately for the cost of distribution, transmission, transition, demand side management, renewables, and where appropriate, Basic Service. The Company will perform random confirmation of operating lights in a municipality to ensure 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 have the right to terminate service under this tariff and require the Customer to obtain service under an applicable metered service.

TERMINATION OF MUNICIPAL OWNERSHIP

If a Municipal Customer that has purchased designated Company street and area lighting equipment pursuant to G.L. c. 164 § 34A subsequently chooses to terminate its ownership of street and area lighting equipment, the Municipal Customer must provide six months written notice of such termination. Upon termination, the Customer will accept service under the appropriate tariff and shall transfer to the Company the ownership of all street and area lights

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and poles, standards or accessories previously owned by the Municipal Customer at the time of termination at no cost to the Company, and the Company shall operate and maintain the street and area lighting equipment as part of its street and area lighting system under the appropriate Company-Owned street and area lighting tariff accepted by the Municipal Customer in effect at the time. In the event that the street and area lights and poles, standards or accessories do not conform to the Company's standards, the Municipal Customer shall remove the Municipal Customer's street and area lights from Company-owned poles and discontinue service for street and area lights on Municipal Customer-owned poles or standards.

FARM DISCOUNT

Customers who meet the eligibility requirements for being engaged in the business of agriculture or farming as defined in M.G.L. Chapter 128 Section 1a at their service location are eligible for an additional discount from their distribution service rates. The discount will be calculated as 10% of the Customer's total bill for service provided by the Company before application of this discount. Customers who meet the requirements of this section must provide the Company with appropriate documentation of their eligibility under this provision.

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.

Division 1-22

Request:

In Section 5.4, Pg 8 in the License Agreement supplied in RIPUC Docket #4442 Closing Document packet, there exists a requirement whereby licensees install fuse assemblies for each lighting fixture within a ten year period. If a similar agreement was adopted in Rhode Island, would or could that assembly serve as the ownership point of demarcation allowing the licensee to effect repairs/changes to their light fixtures without the need of NGrid to perform the function?

Response:

In compliance with the National Electric Safety Code ("NESC"), the Company requires that the customer that owns the street lighting attachment install a physical disconnect device at a location in close proximity to the connection point of the customer's circuit with the Company's electric distribution source. The disconnect device provides physical separation of the circuit, thereby de-energizing the load side of the customer's circuit. The ownership point of demarcation is the connection point (or tap) of the customer's circuit wire to the Company's electric distribution source. The Company is the sole provider of the connection or tap at the connection point.