

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 RI League/WCRPC Data Request 1-1 and  
Responses to RI League/WCRPC - Set 2**

Dear Ms. Massaro:

I have enclosed National Grid's<sup>1</sup> response to the Rhode Island League of Cities and Towns and the Washington County Regional Planning Council's Data Request 1-1 and Second Set of Data Requests.

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

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<sup>1</sup> 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: For Customer-Owned Street and Area Lighting Proposal  
Responses to RI League of Cities and Towns &  
Washington County Regional Planning Council's First Set of Data Requests  
Issued October 2, 2013

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RI League & WCRPC 1-1

Request:

Please provide, for every Rhode Island municipality, an inventory of existing lighting equipment (as defined at RI Gen Laws 39-29-2(3)) including the number of street lights, the pole and street location, geocoding, type, and wattage of each item of equipment, when each light and/or other equipment was placed in service, what the original cost of the lighting equipment is, what its depreciation status is, and the nature of any other assets proposed to be sold in association with the street lights.

Response:

The following attachments: RI League & WCRPC 1-1 Attachments 1-1(a), 1-1(b), 1-1(c), 1-1(d) and 1-1(e) provide the logistic and component information associated with this request for street and area lighting equipment currently leased to all billing entities in each municipality that would likely be designated as municipal accounts. For example, the data includes assets associated with accounts billed to school districts and parks and recreations departments, among others, as well as accounts billed directly to the municipality. With regard to the original cost and depreciation of the lighting equipment, please see the Company response to Commission Data Request 1-7.

Please be advised that due to the large electronic file sizes associated with the above-referenced attachments, the Company is providing these files on CD-ROM.

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  
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Washington County Regional Planning Council's Second Set of Data Requests  
Issued October 10, 2013

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RI League & WCRPC 2-1

Request:

In reference to the Commission's Data Request 1-7, provide the Company's calculations for the sales proceeds for each town, including identification and explanation of all numerical inputs.

Response:

Please see the Company's response to Commission Data Request 1-7.

The Narragansett Electric Company  
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RI League & WCRPC 2-2

Request:

Referencing page 9 of Ms. Lloyd's testimony, please provide additional information regarding FERC Plant Unit Account 373 for uniform system of accounts.

Response:

See below for an excerpt from FERC's Uniform System of Accounts regarding Account 373.

**373 Street lighting and signal systems.**

This account shall include the cost installed of equipment used wholly for public street and highway lighting or traffic, fire alarm, police, and other signal systems.

Items

1. Armored conductors, buried or submarine, including insulators, insulating materials, splices, trenching, etc.
2. Automatic control equipment.
3. Conductors, overhead or underground, including lead or fabric covered, parkway cables, etc., including splices, insulators, etc.
4. Lamps, are, incandescent, or other types, including glassware, suspension fixtures, brackets, etc.
5. Municipal inspection.
6. Ornamental lamp posts.
7. Pavement disturbed, including cutting and replacing pavement, pavement base, and sidewalks.
8. Permits.
9. Posts and standards.
10. Protection of street openings.
11. Relays or time clocks.
12. Series contactors.
13. Switches.
14. Transformers, pole or underground.

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RI League & WCRPC 2-3

Request:

On page 14 of Ms. Lloyd's testimony she states that the customer will also be billed all other per-kWh factors assessed to all streetlighting customers pursuant to the Company's streetlighting tariffs and Summary of Rates tariff, along with Standard Offer Service, unless the customer receives its electric supply from a competitive supplier." But, the proposed tariff states "All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service." Please explain this apparent discrepancy.

Response:

There is no discrepancy in Ms. Lloyd's testimony regarding the per-kWh factors assessed to customers receiving delivery service on the proposed Rate S-05 tariff given the operation of the Company's Standard Offer Adjustment Provision R.I.P.U.C. No. 2113, attached as Attachment RI League & WCRPC 2-3. The Standard Offer Adjustment Provision requires that, as part of the reconciliation of Standard Offer Service supply, the Company will propose, on an annual basis, adjustment factors designed to collect or refund any under or over collection of Standard Offer Service expenses. As indicated in this provision, "The Commission may order the Company to collect or refund the balance over any reasonable time period from (i) all customers, (ii) only Standard Offer Service customers, or (iii) through any other reasonable method." Therefore, if approved by the Commission, all customers *may* be assessed the Standard Offer Adjustment Charge (or credit) regardless of whether the customer receives its electric supply from a competitive supplier. Please note, however, that all Standard Offer Service charges, including adjustment factors, are currently collected from or refunded to only the Standard Offer Service customers.

R.I.P.U.C. No. 2113  
Sheet 1  
Canceling R.I.P.U.C. No. 2097

**THE NARRAGANSETT ELECTRIC COMPANY  
STANDARD OFFER ADJUSTMENT PROVISION**

The prices contained in the applicable rates of the Company are subject to adjustment to reflect the power purchase costs incurred by the Company in arranging Standard Offer Service, which costs are not recovered from customers through the Standard Offer Service rates, including, but not limited to, the costs incurred by the Company to comply with the Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs to comply with the Commission's Rules Governing Energy Source Disclosure and administrative costs.

On an annual basis, the Company shall perform two reconciliations for its total cost of providing Standard Offer Service: 1) the Standard Offer Service Supply Reconciliation and 2) the Standard Offer Administrative Cost Reconciliation. In the Standard Offer Service Supply Reconciliation, the Company shall reconcile its total cost of purchased power for Standard Offer Service supply against its total purchased power revenue, and the excess or deficiency ("Standard Offer Adjustment Balance") shall be refunded to, or collected from, customers through the rate recovery/refund methodology approved by the Commission at the time the Company files its annual reconciliation. Any positive or negative balance will accrue interest calculated at the rate in effect for customer deposits.

For purposes of this reconciliation, total purchased power revenues shall mean all revenue collected from Standard Offer Service customers through the Standard Offer Service rates for the applicable 12 month reconciliation period. If there is a positive or negative balance in the then current Standard Offer Adjustment Balance outstanding from the prior period, the balance shall be credited against or added to the new reconciliation amount, as appropriate, in establishing the Standard Offer Adjustment Balance for the new reconciliation period.

Annually, the Company shall determine the Standard Offer Service Supply Adjustment Balance for the prior calendar year and make a filing with the Commission. The Company will propose at that time a rate recovery/refund methodology to recover or refund the balance, as appropriate, over the subsequent twelve month period or as otherwise determined by the Commission. The Commission may order the Company to collect or refund the balance over any reasonable time period from (i) all customers, (ii) only Standard Offer Service customers, or (iii) through any other reasonable method.

In the Standard Offer Administrative Cost Reconciliation, the Company shall reconcile its administrative cost of providing Standard Offer Service with its Standard Offer Service revenue associated with the recovery of administrative costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be refunded to, or collected from, Standard Offer Service Customers in the subsequent year's Standard Offer Service Administrative Cost Factor. The Company may file to change the Standard Offer Service Administrative Cost Factor at any time should significant over- or under- recoveries of Standard Offer Service administrative costs occur.

For purposes of calculating the Standard Offer Service Administrative Cost Factors, which is applicable to customers receiving Standard Offer Service, administrative costs associated with



R.I.P.U.C. No. 2113  
Sheet 2  
Canceling R.I.P.U.C. No. 2097

**THE NARRAGANSETT ELECTRIC COMPANY  
STANDARD OFFER ADJUSTMENT PROVISION**

arranging Standard Offer Service pursuant to this provision shall include:

1. the cost of working capital;
2. the administrative costs of complying with the requirements of Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs of creating the environmental disclosure label, and the costs associated with NEPOOL's Generation Information System attributable to Standard Offer Service;
3. the costs associated with the procurement of Standard Offer Service including requests for bids, contract negotiation, and execution and contract administration;
4. the costs associated with notifying Standard Offer Service customers of the rates for Standard Offer Service and the costs associated with updating rate change in the Company's billing system; and
5. an allowance for Standard Offer Service- related uncollectible accounts receivables associated with amounts billed through Standard Offer Service rates, the Renewable Energy Standard charge and the Standard Offer Service Administrative Cost Factors at the rate approved by the Commission.

The allowance for Standard Offer-related uncollectible amounts shall be estimated for purposes of setting the Standard Offer Service Administrative Cost Factors for the upcoming year as the approved rate applied to the sum of (1) an estimate of Standard Offer costs associated with each customer group pursuant to the Standard Offer and Renewable Energy Standard procurement plans in effect at the time, as approved by the Commission, and (2) any over- or under-recoveries of Standard Offer Service from the prior year associated with each customer group. This amount shall be subject to reconciliation only for actual Standard Offer Service revenue billed by the Company over the applicable period.

This provision is applicable to all Retail Delivery Service rates of the Company.

Effective: February 1, 2013

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 RI League of Cities and Towns &  
Washington County Regional Planning Council's Second Set of Data Requests  
Issued October 10, 2013

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RI League & WCRPC 2-4

Request:

Please produce any proposed agreements that would govern a Town's proposal to extend its own streetlight service, including but not limited to any required applications.

Response:

Please see the Company's response to Commission Data Request 1-11 and RI League & WCRPC Data Requests 1-4 and 1-5. Additionally, should certain conditions require the Company to extend electric distribution facilities to provide appropriate electric service, the customer will be subject to Section 17 of the Company's Terms and Conditions for Distribution Service, R.I.P.U.C. No. 2130 and may be required to pay a contribution in aid of construction as a result of the Company's line extension policy associated with the cost of extending electric service for the purpose of new customer-owned street lighting.

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RI League & WCRPC 2-5

Request:

Is any of the “lighting equipment” currently on property that the Company does not own? If so, why wouldn’t National Grid simply assign any existing easements, licenses or other grant of location associated with said pole, to the extent allowed by such agreements?

Response:

The street and area lighting service provided to municipal customers is predominantly located on public right-of-ways within which the customer provides the Company with the appropriate occupancy and use rights and privileges. However, in certain limited circumstances, a separate easement or agreement was necessary to allow the electric infrastructure to reside upon and traverse private property. The Company will not pursue the transferability or assignment of existing easements, property rights agreements, or other authorizations associated with street lighting equipment acquired by the customer. The administrative costs to perform the searches and negotiate individual transfers of each agreement are unrecoverable and provide no benefit to the Company. In certain circumstances, existing agreements must remain in full force as the Company may have other electric distribution equipment utilizing the specified space.

The Narragansett Electric Company  
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RI League & WCRPC 2-6

Request:

The last sentence of the Inventory of Lights provision of the proposed tariff provides "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." Is such draconian punishment of these municipalities really necessary for what could simply be an administrative error?

Response:

Please see the Company's response to Division Data Request 1-7.

The Narragansett Electric Company  
d/b/a National Grid  
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RI League & WCRPC 2-7

Request:

With regard to page 2 section 3 of the MA Agreement of Sale National Grid produced on October 4 ("Agreement of Sale"), why should the purchasing, municipal customer be solely accountable for an inventory of the lights National Grid currently owns and operates, especially given your concern about the accuracy of the maps you currently possess (page 2, section 5)?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding.

In Massachusetts, municipal customers have the right to purchase a portion of Massachusetts Electric Company's ("Mass. Electric's") street lighting equipment providing service in the community. As such, it is up to the customer to clearly and accurately identify the specific street lighting locations at which they intend to purchase the equipment. This requirement ensures that the municipality is aware of the nature and condition of the assets they are purchasing. It also establishes the street light inventory for the purpose of billing delivery service to those street lights under Mass. Electric's Rate S-5. Finally, it determines the street lighting equipment to be retired as part of the Company's accounting for the sale of the assets.

National Grid considers the street light billing records as an accurate inventory of locations that have street lighting facilities. The corresponding billing information, in addition to other data sources, provides relevant descriptive information from which to define the street lighting equipment to be sold. The Company provides such billing inventory to its street lighting customers whenever a request is made. However, the inventory does not reflect a complete listing of all the different types of street lighting assets that are required to be purchased. A typical overhead sourced street light installation includes, but may not be limited to, a luminaire, bracket, and associated wiring. A typical underground sourced street light installation includes, but may not be limited to, a luminaire, arm (bracket), standard (pole), foundation, section of underground cable, and associated wiring. It would benefit the city or town to confirm the locations and equipment that will be purchased.

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RI League & WCRPC 2-8

Request:

With regard to page 3, section 4b of the MA Agreement of Sale, please provide any information the company possesses regarding whether the lighting equipment is in compliance with the National Electric Code (NEC), National Electric Safety Code (NESC) and/or the Occupational Safety and Health Act (OSHA), including but not limited to any notices or communications National Grid has received regarding non-compliance.

Response:

The Company objects to this request question on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

As an investor-owned utility, the Company has maintained compliance with the NESC (through its various revisions) over the course of time. The component materials and construction standards have met the current NESC standards at the time of initial construction. The Company does not maintain a record of existing street light facilities that may not be in compliance with applicable codes or standards. Physical conditions, which are often the cause for non-compliance with current codes or standards, are addressed through maintenance activities performed by the Company through the use of qualified persons having appropriate training and protective equipment.

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RI League & WCRPC 2-9

Request:

With regard to page 4, section IV(1) and (2) of the MA Agreement of Sale, this is a different labeling requirement than is proposed in RI, is it not? Why isn't this labeling requirement sufficient for Rhode Island?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The referenced subsections 1 and 2 of section IV are identical for both the MA Agreement of Sale and the RI Agreement of Sale. Therefore, the identified labeling requirements are the same.

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RI League & WCRPC 2-10

Request:

With regard to page 4, section IV (4) of the MA Agreement of Sale, is this the same demarcation of ownership proposed for RI? If not, why not?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The referenced subsection 4 of section IV is identical for both the Massachusetts and Rhode Island Agreements of Sale. Therefore, the identified ownership demarcation requirements are the same. For clarity, the point of ownership demarcation is the connection of the customer's street lighting circuitry to the Company's electric distribution system. The Company has sole control and responsibility for the physical connection at this location.



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RI League & WCRPC 2-11

Request:

With regard to page 5, section IV(6) and page 6, section IV(8) of the MA Agreement of Sale, this transaction only requires National Grid involvement if a customer proposes connections or disconnections to/from National Grid's electric distribution system, it does not contemplate National Grid's involvement with any proposal to deenergize the luminaires – why isn't this MA approach adequate for Rhode Island?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this tariff proceeding. Subject to this objection, the Company states as follows:

The referenced subsections of the MA Agreement of Sale and the RI Agreement of Sale are identical. These subsections specifically address the Company's complete control and sole responsibility for any and all actions to be performed on or associated with the Company's electrical distribution system, including all equipment and enclosures. In both the MA and RI agreements, specific reference is made regarding the customer's compliance with associated License Agreements and Seller (Company) practices and policies. These associated documents specify that the customer's action of performing a material change (luminaire change) requires the installation of a circuit disconnect device. The installation of this disconnect device requires the Company to perform connection work at the connection point of the customer's street lighting circuit and the Company's distribution system. This requirement is the same for each service territory.

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RI League & WCRPC 2-12

Request:

With regard to page 7, section VI of the MA Agreement of Sale (see also section 12.3 of Overhead License), this proposes indemnification subject to the extent of the customer's insurance coverage—if indemnification is necessary or appropriate in RI, why wouldn't it be subject to the same limitation?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows: The indemnification requirements in the Massachusetts and Rhode Island Agreements of Sale are identical.

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RI League & WCRPC 2-13

Request:

With regard to page 6, section 2.1 of the License Agreement for Overhead Electrical Service ("Overhead License"), if ratepayers paid for the installation of the poles, why can National Grid take them away if they are of no service to National Grid but still of value to the municipal customers?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The Company assumes the request intended to reference section 2.3 of the License Agreement for Overhead Electrical Service. Please see the Company's response to RI League & WCRPC Data Request 2-19.

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RI League & WCRPC 2-14

Request:

With regard to page 5, section 2.4 and page 21, section 15.1 of the Overhead License, can't National Grid assign attachment rights? Indeed, isn't that a central purpose of this Overhead License? If not, what attachment rights will the customer have to obtain?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The above-referenced section 2.4 of the Overhead License Agreement recognizes that the agreement is only between the customer and the Company and that the Company can only authorize assignment of specified rights and privileges associated with its ownership share of the utility asset or structure upon which the customer will attach. In the event that another entity has an ownership share in the asset or structure needed for the customer's street light attachment, the customer must obtain any necessary attachment rights and privileges directly from that entity.

The above-referenced section 15.1 allows the assignment or transferability of these attachment rights to a customer's successor provided that the Company consents in writing.

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RI League & WCRPC 2-15

Request:

With regard to page 5, section 3.0 of the Overhead License, please provide the docket number for the tariff addressing the referenced licensing rates.

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The fees referenced in section 3.0 and described in Appendix 1 of the Overhead License Agreement have not been addressed in any prior Commission docket. These charges are specific to customer-owned street and area lighting customers.

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RI League & WCRPC 2-16

Request:

With regard to page 9, section 7.2 of the Overhead License, why does the customer have to apply for a license – isn't the issuance of a license the purpose of this licensing agreement?

Response:

The Company objects to this request on the grounds the referenced Agreement is outside the scope of this tariff proceeding. Subject to this objection, the Company states as follows:

In conjunction with the proposed Rate S-05 tariff, the Company recognizes the respective overhead and underground "License" agreements for a given customer as the principle documents which provide the terms, conditions, rights, and privileges of both parties following the initial sale transaction and the purchased inventory becomes street light attachments to Company property. These individual executed License agreement documents are identified by a unique referenced "Agreement No." assigned by the Company. The assignment of individual attachment licenses for individual street light attachment requests provides the Company the opportunity to address each application independently relative to required survey, make-ready, and inspection tasks. The individual license per street lighting attachment also provides the opportunity to manage any Company or customer actions that impact the individual operating or physical condition of the attachment including termination without affecting the License agreement.

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RI League & WCRPC 2-17

Request:

With regard to page 11, section 38.2 of the Overhead License, are Field Surveys really necessary for any proposed change to the lighting equipment? Why can't the customer's licensed engineer determine whether National Grid's involvement is required?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The Company is responsible for performing an assessment of the impacts associated with any requests for new or modified street lighting attachment as it may pertain to the Company's structure, electrical equipment, electrical clearances, or other third-party attachments.

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RI League & WCRPC 2-18

Request:

With regard to page 13, section 8.7(a) of the Overhead License, why should the customer pay for relocation work done to accommodate changes proposed by other pole occupants while we are required to pay all the cost of any costs arising out of our proposed changes to the pole?

Response:

The Company objects to this request on the grounds the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The referenced Overhead License provisions are applicable to all attachers. The Company will not perform any installation, operations or maintenance work related to attachments except as specified in the License agreement. Therefore, no costs are incurred by the Company which requires recovery from any attacher. Conversely, as specified in the License agreement, any proposed attacher is responsible for any Make-Ready costs including the modifications and/or relocations required of existing attachments directly to the respective attachers. If the customer owns an existing attachment and is required to modify and/or relocate the attachment as a result of another third-party attacher's need for a modification, the customer is responsible for recovering the costs it has incurred from the third- party attacher who proposed the new attachment. The Company neither bills nor collects money for services between third- party attachers.



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RI League & WCRPC 2-19

Request:

With regard to page 22, section 18.2 of the Overhead License, why can National Grid terminate the license at will?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The Company has no obligation to provide structures for attachments. In the event that specific elements of the electric transmission or distribution system (i.e. distribution pole) are no longer required to provide continued electric service and licensed street lighting attachments exist on the Company's structures, the Company can terminate the individual attachment licenses per the provisions of the License Agreement to facilitate the removal of the utility infrastructure. Should the customer wish to continue service to its street lighting equipment, then the customer must install its own poles, conductor, conduit, if needed, and any other street lighting equipment necessary for the continuation of service to their assets. The Company retains the right to make any final connection of this new street lighting equipment to its distribution system.

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RI League & WCRPC 2-20

Request:

With regard to page 9, section 5.6 of the License Agreement for Underground Electrical Service ("Underground License"), why must National Grid prohibit the customer's use of existing duct lines for newly installed service?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

In compliance with industry codes, standards, and Company policies and practices, the customer's street lighting system must be separate from the utility electric transmission and distribution system. The Company acknowledges the co-existence of existing integrated underground street lighting equipment with Company infrastructure. However, any replacement or new construction of customer-owned underground street lighting system infrastructure must be separated from electric utility infrastructure pursuant to industry codes, standards, and Company policies and practices.

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RI League & WCRPC 2-21

Request:

With regard to page 10, section 5.9 of the Underground License, why would an entirely new license be required for changes to existing connections or requests for new connection points? Why aren't the terms of this license sufficient (isn't that its purpose)?

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, the Company states as follows:

The above-referenced License Agreement for Underground Electrical Service and Attachments to Utility Structures for Street and Area Lighting ("Underground License Agreement") grants an attachment license to existing attachments purchased by a city or town pursuant to R.I.G.L. § 39-29-1 *et seq.* The referenced section of the Underground License Agreement states that for any "material changes" to existing attachments (i.e. replacement of customer-owned circuitry) or the installation of a new customer-owned circuit requiring a "new" connection to the Company's distribution system, a new License will be required. The application for a License provides the Company with the appropriate notification and information to properly address all engineering, operating, and administrative functions relative to the new or modified customer-owned street lighting equipment.

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RI League & WCRPC 2-22

Request:

With regard to page 10, section 5.9 of the Underground License, please produce the proposed "Underground Served Street Lighting Attachment License."

Response:

The Company objects to this request on the grounds that the referenced Agreement is outside the scope of this proceeding. Subject to this objection, please see the Company's response to Commission Data Request 1-11, specifically, Attachments COMM 1-11-2 and 1-11-4.

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RI League & WCRPC 2-23

Request:

With regard to page 10, section 6.1 of the Underground License, is it not possible for National Grid to assign any existing authority rather than requiring the customer to pursue all such approvals independently? If not, why not?

Response:

The Company objects to this request on the grounds the referenced Agreement is outside the scope of this proceeding. Subject to this objection, please see the Company's response to RI League & WCRPC Data Request 2-5.

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RI League & WCRPC 2-24

Request:

With regard to the proposed form of Underground License and the Overhead License, given the fact that ratepayers funded the construction of these poles, why do municipalities have to negotiate and approve such complex legal agreements and assume so many legal obligations and liabilities simply in order to use the poles for public benefit?

Response:

The Company objects to this request on the grounds that the Underground and Overhead License Agreements are outside the scope of this proceeding. Subject to this objection, the Company states as follows: The Company uses the Underground and Overhead License form Agreements to transact the sale of street and area lighting assets and allow for their continued operation and maintenance as attachments on the Company's electric distribution system infrastructure. These Agreements are necessary to promote the safe and reliable operation of the distribution system and minimize the risks and liabilities to all customers, shareholders, and the general public.

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RI League & WCRPC 2-25

Request:

With regard to the proposed form of Agreement of Sale, given the fact that ratepayers have funded the installation and operation of the lighting equipment, why do municipalities now have to negotiate and approve such a complex legal agreement and assume so many legal obligations and liabilities simply in order to buy their streetlights?

Response:

The Company objects to this request on the grounds the referenced Agreement of Sale is outside the scope of this proceeding. Subject to this objection, please see the Company's response to RI League & WCRPC Data Request 2-24.