

December 17, 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
Joint Status Report**

Dear Ms. Massaro:

As ordered by the Commission, the Rhode Island League of Cities and Towns (the "League"), the Washington County Regional Planning Council ("WCRPC") (collectively, the "Towns"), and The Narragansett Electric Company d/b/a National Grid ("National Grid" or the "Company"), file the enclosed joint status report to summarize the results of their ongoing negotiations. As indicated in the attached joint status report, National Grid and the Towns are requesting an extension of 45 days, starting on January 1, 2014, to continue their negotiations in this matter. National Grid understands that the Rhode Island Division of Public Utilities and Carriers does not object to this request for an extension.

The enclosed joint status report includes two attachments. Attachment A is a version of the proposed Rate S-05 tariff that includes the Towns' proposed changes. These proposed changes are still subject to further negotiation. Attachment B is the current version of National Grid's Proposed Rate S-05 tariff.

Thank you for your attention to this matter. If you have any questions regarding this filing, please contact me at (781) 907-2121.

Very truly yours,



Raquel J. Webster

Enclosures

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

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

December 17, 2013
Date

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

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Jeff Broadhead, Executive Director Washington County Regional Planning Council (WCRPC) 344 Main St., Suite 202 Wakefield, RI 02879	jb@wcrpc.org	401-792-9900
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Daniel W. Majcher, Esq. (for OER) RI Dept. of Administration Division of Legal Services One Capitol Hill, 4 th Fl. Providence, RI 02908	Daniel.majcher@doa.ri.gov	401-222-8880

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File an original & 10 copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov	401-780-2017
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the tariff must provide “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 edits come from the language of the Agreement of Sale and License the Towns distributed as Exhibit B to its October 31, 2013 memorandum.

National Grid maintains that the Closing Documents should not be integrated into the body of the proposed Rate S-05 tariff, which is intended to govern the provision of retail delivery service. Instead, National Grid maintains that the Closing Documents should be separate from the retail delivery service tariff, similar to the Company’s other attachment and interconnection policies and agreements that address issues related to connections to the Company’s distribution system. The Closing Documents are the legal documents between the parties that accomplish the purchase and transfer of equipment and establish the rules for attachment to the Company’s utility poles. However, National Grid will continue working with the parties in efforts to further narrow the issues involving the Closing Documents. Notably, although the Towns submitted their proposed revisions to the Company’s Closing Documents on October 31, the Company was not required to address those proposed revisions since it disagreed with many of the proposed revisions and maintained that the Closing Documents were outside the scope of this proceeding. The Commission did not rule on this issue until the hearing on December 3.

National Grid and the Towns request that the Commission allow the Parties an extension of 45 days, starting on January 1, 2014³, to continue their negotiations in efforts

³ National Grid and the Towns specifically requests that the extension begin to run on January 1, 2014 due to various vacation schedules, which were arranged prior to the hearing on December 3, during which the Commission ordered the Parties to continue their negotiations.

to resolve the issues in this docket. The Parties will also use this additional time to make any necessary remaining modifications to the tariff based on their discussions.

2) Metering - The Parties agree to conduct a pilot to evaluate the implementation of metering technology, subject to review and approval of the Commission. The Towns have proposed terms for that pilot. National Grid requires more time to determine the scope, implementation requirements, and cost, as well as obtaining executive approval based upon these critical elements, before agreeing to specific proposals related to a pilot program. The Towns are willing to allow reasonable time and resources for this endeavor, at the Commission's discretion. The Towns propose to revise the tariff to allow for metering controls during the implementation of the pilot and thereafter, as reflected on Attachment A, and to avoid the need for an additional tariff to address implementation of the pilot. National Grid has explained to the Towns that it is premature to revise the proposed tariff to allow for metering controls, since the Company cannot currently offer metering service to outdoor lighting customers.

3) Operating Schedules - The Towns agree that the single additional wattage range proposed by National Grid is adequate. The Towns request that National Grid use four hours as the value for part-night service and National Grid will accommodate that request. The Towns maintain that the tariff should allow for the flexibility of dimming at 30% or 50% energy reduction for a four-hour period per night. National Grid submits that it is too burdensome or otherwise not practical to include two dimming options.

4) Liability & Indemnification - The parties agree to remove this section from the proposed retail delivery service tariff. National Grid seeks to include language agreeable to all parties in a separate license agreement. Should the Parties fail to reach an agreement concerning the liability and indemnification language in the license agreements, the Parties will submit this issue for the Commission to resolve.

5) Termination – The Parties agree to modify this section of the proposed tariff as reflected in Attachment B, the version of the proposed Rate S-05 tariff marked to show changes that have been agreed to by the parties to date. National Grid seeks to include termination provisions agreeable to all parties in a separate license agreement. Should the Parties fail to reach an agreement concerning the termination language in the license agreements, the Parties will submit this issue for the Commission to resolve.

6) Purchase Price Calculation Illustration - The parties agree that it is appropriate to prepare an illustrative calculation of the purchase price for two towns so that the Towns can understand and troubleshoot the methodology and better understand how National Grid will calculate the proposed purchase price. The parties will select appropriate towns for the estimates and agree on an appropriate schedule for that process, at the Commission's discretion.

In conclusion, the Parties have worked to further narrow or resolve the issues in this docket, and request an extension of 45 days, starting on January 1, 2014, to continue and conclude their negotiations in this matter.

Respectfully submitted,

THE RHODE ISLAND LEAGUE
OF CITIES AND TOWNS AND
THE WASHINGTON COUNTY
REGIONAL PLANNING COUNCIL

NATIONAL GRID

By their attorney,

By its attorneys,

Signature attached (following)

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(401) 784-7667 (TRT)
(781) 907-2121 (RJW)

Dated: December 17, 2013

CERTIFICATE OF SERVICE

I hereby certify that on December 17, 2013, a true copy of the document was sent by electronic mail to the Office of Energy Resources, the Energy Efficiency Resource Management Council, the Division of Public Utilities and Carriers Advocacy Section, and the Rhode Island Office of the Attorney General.



Raquel J. Webster

In conclusion, the Parties have worked to further narrow or resolve the issues in this docket, and request an extension of 45 days, starting on January 1, 2014, to continue and conclude their negotiations in this matter.

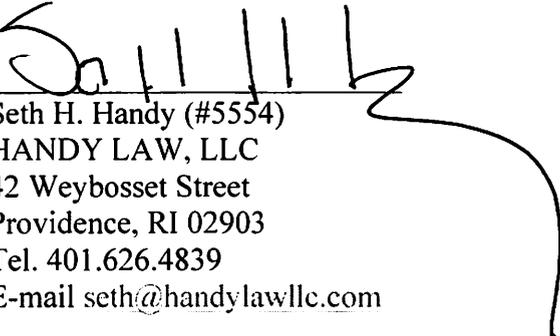
Respectfully submitted,

THE RHODE ISLAND LEAGUE
OF CITIES AND TOWNS AND
THE WASHINGTON COUNTY
REGIONAL PLANNING COUNCIL

NATIONAL GRID

By their attorney,

By its attorneys,


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Raquel J. Webster

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, hereinafter referred to as Customer, in accordance with the qualifications and specifications set forth below.

Customers who have received service under the Company’s General Street and Area Lighting Rate S-14 and have purchased street and area lighting facilities, including dedicated poles, standards, or accessories pursuant to R.I.G.L § 39-29-1 – 5, shall be served under this rate, provided that the Customer has complied with all provisions and terms of the rates and licensing requirements. 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. 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 written notice is provided to the Company.

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. If the Customer installs a metering control the reported kWh will be used for billing purposes.

1. Annual Billable kWh Deliveries

Incandescent & High Intensity Discharge (HID) Light Sources:

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

Comment [I1]: All references within the body of this tariff to the license agreements will be addressed once the final form of the agreements is determined.

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Comment [TMB2]: The reference to the license agreement needs to be inserted back into this location, as this sentence is specifically talking about additions/removals/replacements, while the earlier reference is only talking about delivery service.

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Comment [TMB3]: This sentence needs to be inserted back into the tariff as it provides clarity on the nature of the service and its billing to customers.

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Comment [TMB4]: The inserted sentence was deleted as it gives the customer the belief that metered service is offered, which it is not at this time. We cannot have language in a tariff for a service that we are unable to offer.

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

RATE (CONTINUED)

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

Light Source Type	Nominal Wattage	Billable Wattage ¹	Annual Billable kWh Delivered			
			Continuous	Dusk-To-Dawn	Dimming-70%	Part-Night-4hr
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	Nominal Wattage ² (Range)	Billable Wattage	Annual Billable kWh Delivered			
			Continuous	Dusk-To-Dawn	Dimming-70%	Part-Night-4hr
Light Emitting Diode (LED)	0.1 to 20.0	10	88	42	37	27
	20.1 to 40.0	30	263	125	112	81
	40.1 to 60.0	50	438	209	187	136
	60.1 to 100.0	80	701	334	299	217
	100.1 to 140.0	120	1,051	501	448	326
	140.1 to 220.0	180	1,577	752	673	489

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220.1 to 300.0 260 2,278 1,086 972 706

² LED Nominal Wattage includes the total device system wattage (LED array, driver, and control) and applicable adjustments.

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

R.I.P.U.C. No. 2142
 Sheet 3

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

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, R.I.P.U.C. No. 2095, as in effect from time to time.

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

The prices under this rate as set forth under “Monthly Charge” may be adjusted from time to time in the manner described in the Company’s Transmission Service Cost Adjustment Provision.

Transition Charge Adjustment

The prices under this rate as set forth under “Monthly Charge” may be adjusted from time to time in the manner described in the Company’s Non-Bypassable Transition Charge Adjustment Provision.

Standard Offer Adjustment

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.

Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Energy Efficiency Program Provision as from time to time effective in accordance with law.

Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

R.I.P.U.C. No. 2142
Sheet 4

THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05
RETAIL DELIVERY SERVICE**

Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

Pension Adjustment Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Pension Adjustment Mechanism Provision as from time to time effective in accordance with law.

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:

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.

R.I.P.U.C. No. 2142
Sheet 5

THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05
RETAIL DELIVERY SERVICE**

Hours of Operation (continued)

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 – 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.

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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>
January	31	744	442	<u>401</u>	<u>316</u>
February	28	672	367	<u>332</u>	<u>254</u>
March	31	744	363	<u>326</u>	<u>238</u>
April	30	720	309	<u>273</u>	<u>188</u>
May	31	744	280	<u>244</u>	<u>156</u>
June	30	720	251	<u>218</u>	<u>132</u>
July	31	744	267	<u>233</u>	<u>146</u>
August	31	744	301	<u>267</u>	<u>179</u>
September	30	720	338	<u>300</u>	<u>218</u>
October	31	744	392	<u>353</u>	<u>268</u>
November	30	720	418	<u>379</u>	<u>297</u>
December	31	744	447	<u>411</u>	<u>323</u>
Annual	365	8,760	4,175	<u>3,737</u>	<u>2,715</u>

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.

R.I.P.U.C. No. 2142
 Sheet 6

THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05
 RETAIL DELIVERY SERVICE**

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 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 bills the Customer accurately for the cost of distribution, transmission, transition, energy efficiency, and any other applicable delivery service charges and, where appropriate,

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 Deleted: 365
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Comment [15]: National Grid will remove this section if appropriate language is included in license agreement
Deleted: 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 show proof of insurance and/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 { ... [19]

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 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.

TRANSFER, OPERATION AND MAINTENANCE OF THE FACILITIES

1. DISCONNECT: In the course of Buyer's first regularly scheduled maintenance activity and in no case later than ten years after execution of the Bill of Sales, Buyer shall install in-line fuse assemblies or another form of Company approved physical disconnect device to function as an electrical separation between Company's and Customer's systems and provide a designated level of electrical system protection. This disconnect device shall be located in close proximity to the energizing source Connection Point, accessible to both Company and Customer, installed in conformance with Company's Overhead Electrical Construction Standards and be connected to the electrical distribution system's energized lead of the aerial conductor designated by Company for use by the street or area light(s).

2. DEMARCATION 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").

3. DESIGNATION: In the course of the first regularly scheduled maintenance activity, Buyer will remove any indication of Seller's ownership and affix to each luminaire one clear, legible and comprehensive lighting source identification label. The tags shall be yellow with black lettering. The Identification Tag shall read as follows: "STREET

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Sheet 7

THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05
RETAIL DELIVERY SERVICE**

LIGHT PROPERTY OWNED AND OPERATED BY" and CUSTOMER'S NAME. Customer's name may be printed on the tag using indelible ink.

4. 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

Deleted: have the right to terminate service under this tariff and require the Customer to obtain service under an applicable metered service.¶

Deleted: and relinquish and surrender its ownership of street and area lighting equipment served on this tariff

Comment [TMB6]: National Grid will agree to this deletion of text as long as appropriate language is included in the license agreement.

Comment [I7]: National Grid will revise this section if appropriate language is included in license agreement

Deleted: and request surrender

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Deleted: Upon providing notification and within the same six-month time period, the Customer shall remove all its street and area lighting equipment from Company-owned poles unless the Company, at its sole option, chooses to assume from the Customer ownership of any or all of the street and area lighting equipment previously owned by the Customer and informs the Customer of such intent to assume ownership. Upon termination of service under this tariff, the Customer will accept service under the appropriate tariff. If the Company agrees to take ownership, the Customer shall transfer to the Company the ownership of designated street and area lights, poles, standards and/or accessories previously owned by the 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. The Customer shall be responsible for payment of any tax liability resulting from the transfer of ownership, and any costs incurred by the Company to inspect designated street and area lights, poles, standards and/or accessories to ensure compliance with the Company's standards. Under no circumstances will the Company accept transfer of ownership of any street and area lights, poles, standards or accessories that do not conform to the Company's standards.¶

¶ Upon removal of the customer's street and area lighting equipment from Company-owned poles, the Company shall update its billing inventory to cease billing the Customer for that equipment under this rate

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electrically (“Third Party Lighting Facility(ies)”); 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.

5. AUTHORITY TO PERFORM CONNECTIONS: Seller shall be the sole Party with authority to perform or make any and all (permanent and temporary) connections or disconnections to the Seller’s electric distribution system or assets for the purpose of providing electric service to the Buyer’s outdoor street and area lighting system or otherwise in connection with the Facilities. Buyer is prohibited from and shall not permit or cause any third party to, access or ingress any of the Seller’s enclosed or underground primary or secondary electric distribution system infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears.

6. JOINT USE INFRASTRUCTURE: Some of the Facilities (“Coexisting Facilities”) are currently installed or otherwise coexist, in whole or in part, on or within Seller’s conduit, vaults, or other Seller facilities, assets or infrastructure (“Joint-Use Structures”). If Seller elects to significantly modify or replace any Joint Use Structure, including, without limitation, making significant repairs or upgrades to such Joint Use Structure or associated Seller assets it shall be the sole responsibility of the Seller to relocate the Buyer’s Coexisting Facilities associated with such Joint Use Structure at Seller’s expense and in compliance with all applicable laws, rules, regulations codes and standards. If Buyer determines that the Coexisting Facilities require significant repair, modification or replacement for Buyer’s purposes it shall be the sole responsibility of the Buyer to relocate or modify the Buyer’s Coexisting Facilities associated with such Joint Use Structure at Buyer’s expense and in compliance with all applicable laws, rules, regulations codes and standards.

7. ATTACHMENT RIGHTS & EASEMENTS: The Seller shall provide all necessary and appropriate attachment rights or consents required for the Buyer to maintain and operate the Facilities or otherwise required in connection with the Facilities, including, without limitation, rights to attach to support infrastructure (i.e. poles or underground infrastructure) (the “License”). The license(s) shall (1) authorize existing and future Attachments upon Company’s Poles, (2) provide definition of individual Facilities through the designation of a unique identification reference, (3) utilize the identification reference as the individual license reference, (4) recognize Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and (5) represent Facilities for the purpose of inventory and billing administration.

Seller shall assign all existing easements, rights of way or other access rights or grants of location associated with the pole, to the extent allowed by such agreements.

8. NEW LIGHTING FACILITIES:

All new street lighting facilities that the Buyer requests to be connected to the Seller’s electric distribution system shall meet the requirements of the Seller’s applicable engineering standards and other design requirements for customer owned Facilities. Buyer shall, at its own expense, construct and maintain its Attachments on Company’s Poles in a safe condition and in a manner that: (i) does not interfere with Company’s operation of its electric distribution system, (ii) conflict with the use of Company’s Poles by Company or by any other authorized user of Company’s Poles, or (iii) electrically interfere with Company’s facilities attached thereon. Buyer shall immediately notify Seller of the installation of any new street lighting equipment or any change to any street lighting equipment that impacts the applicable rate.

If the proposed Attachment will significantly increase the load on the joint use pole or adversely affect the distribution system (a “Material Change”), Buyer shall apply for an attachment license pursuant to the form attached at Exhibit A. A Field Survey is required for such an Attachment. The current standard charge assessed for the Field Survey is \$130.00 per Attachment, based on Company’s current estimated cost to perform and complete the Field Survey. Buyer shall pay the actual incurred cost of any work performed by Seller as necessary to prepare the pole for the proposed Attachment, as authorized by Buyer in advance.

If the proposed attachment is not a “Material Change” (eg. installing an LED light that is lighter or equal in weight and presented a equal or lower cross sectional wind area, provided for the same or less harmonics and the same or better

power factor) National Grid need only be if there is a change in wattage and fixture type that impacts applicable rates.

Seller reserves the right, at its sole discretion, to make inspections of any part of Buyer's Attachments at Buyer's expense, if the inspection performed pursuant to Section 10.1 supra reveals either of the following: (a) Discrepancy in type, style or size of installed Facility (i.e. luminaire) that impacts rates as compared with Company's records, or (b) Any situation creating a safety-related emergency or any condition that prevents safe access to Company's Pole(s) or any facilities installed on Company's Pole(s). Prior to the performance of such inspections, at Customer's expense, Company shall provide advance notice to Customer stating the reason for the inspection. Customer may join Company in the inspection of Customer's Attachments when such inspection is performed at Customer's expense.

If Buyer's Attachments or any part(s) thereof are not placed, maintained, and removed in accordance with these standards, Company may, upon ten (10) days' written notice to Customer and in addition to any other remedies Company may have hereunder, remove that Attachment from the Company's Structure or take such other action necessary to provide for the safety of the public or Company's employees or performance of Company's service obligations, at Buyer's cost and without any liability incurred by Company to Customer therefore. If, in the reasonable judgment of Company, such a condition may endanger the safety of Company's employees, contractors, other persons or property, Company may take such action, in its sole discretion, without prior notice to Customer.

9. BILLING INVENTORY

Customer shall issue to Company a complete and detailed listing of all Facilities in-service as of December 31 of the preceding calendar year within 15 days of the beginning of each calendar year.

Effective: TBD

Comment [TMB8]: National Grid maintains that this language associated with the operation of attachments should not be a part of the tariff, which has been the Company's position all along. The roles of the parties are different in the license agreement than in the tariff, and the rules governing each is also different. Also, in the Division's rules on electric standards, the rules state that a separate attachment agreement for attachments is required. Therefore, the Division also contemplated that the tariff for the delivery of electricity be separate and distinct from the agreement which governs the operation of attachments. National Grid will further discuss this with the Parties during the negotiation sessions. Should the Parties fail to reach an agreement on this issue, they will submit it for the Commission to decide.

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December 17, 2013

R.I.P.U.C. No. 2142
Sheet 1

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Agreement to date

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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, 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 license agreements.

Customers who have received service under the Company's General Street and Area Lighting Rate S-14 and have purchased street and area lighting facilities, including dedicated poles, standards, or accessories pursuant to R.I.G.L § 39-29-1 – 5, shall be served under this rate, provided that the Customer has complied with all provisions and terms of the rates and any related license 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 license 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 license 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:

Comment [I1]: All references within the body of this tariff to the license agreements will be addressed once the final form of the agreements is determined.

December 17, 2013

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 Sheet 2

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

RATE (CONTINUED)

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

Light Source Type	Nominal Wattage	Billable Wattage	Annual Billable kWh Delivered			
			Continuous	Dusk-To-Dawn	Dimming-70%	Part-Night-4hr
Incandescent (INC)	105	105	920	438	392	285
	205	205	1,796	856	766	557
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	Nominal Wattage ² (Range)	Billable Wattage	Annual Billable kWh Delivered			
			Continuous	Dusk-To-Dawn	Dimming-70%	Part-Night-4hr
Light Emitting Diode (LED)	0.1 to 20.0	10	88	42	37	27
	20.1 to 40.0	30	263	125	112	81
	40.1 to 60.0	50	438	209	187	136
	60.1 to 100.0	80	701	334	299	217
	100.1 to 140.0	120	1,051	501	448	326
	140.1 to 220.0	180	1,577	752	673	489

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² LED Nominal Wattage includes the total device system wattage (LED array, driver, and control) and applicable adjustments.

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 Survey Charge	See License Agreement for Street and Area Lighting, Section 4.1

R.I.P.U.C. No. 2142
 Sheet 3

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

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, R.I.P.U.C. No. 2095, as in effect from time to time.

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

The prices under this rate as set forth under “Monthly Charge” may be adjusted from time to time in the manner described in the Company’s Transmission Service Cost Adjustment Provision.

Transition Charge Adjustment

The prices under this rate as set forth under “Monthly Charge” may be adjusted from time to time in the manner described in the Company’s Non-Bypassable Transition Charge Adjustment Provision.

Standard Offer Adjustment

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.

Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Energy Efficiency Program Provision as from time to time effective in accordance with law.

Infrastructure, Safety and Reliability Provision

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The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

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Sheet 4

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

Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

Pension Adjustment Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Pension Adjustment Mechanism Provision as from time to time effective in accordance with law.

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.

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DETERMINATION OF MONTHLY BILL

The monthly bill will be based on the following:

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.

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Sheet 5

THE NARRAGANSETT ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05 RETAIL DELIVERY SERVICE

Hours of Operation (continued)

3. Dimming – 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.

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December 17, 2013

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.

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)
Operating Schedule

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

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.

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 Sheet 6

THE NARRAGANSETT ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05
 RETAIL DELIVERY SERVICE

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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 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 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 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.

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Sheet 7

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

Effective: TBD

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Comment [I2]: Will remove this section if appropriate language is included in license agreement

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¶ 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 show proof of insurance and/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 Customer pursuant to R.I.G.L. § 39-29-1 – 5, shall be on an AS IS basis without any warranties, whether express or implied.¶

Deleted: have the right to terminate service under this tariff and require the Customer to obtain service under an applicable metered service.¶

Deleted: and relinquish and surrender its ownership of street and area lighting equipment served on this tariff

Comment [I3]: Will revise this section if appropriate language is included in license agreement

Deleted: and request surrender.

Deleted: Upon providing notification and within the same six-month time period, the Customer shall remove all its street and area lighting equipment from Company-owned poles unless the Company, at its sole option, chooses to assume from the Customer owned (... [24])

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