

November 21, 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  
Status Report of Negotiation Meetings**

Dear Ms. Massaro:

Enclosed are ten (10) copies of National Grid's<sup>1</sup> Status Report of Negotiation Meetings concerning the above-referenced proceeding.

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

Very truly yours,



Thomas R. Teehan

Enclosures

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

---

<sup>1</sup> The Narragansett Electric Company d/b/d National Grid.

**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

November 21, 2013  
Date

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

<b>Name/Address</b>	<b>E-mail Distribution</b>	<b>Phone</b>
Thomas Teehan, Esq. National Grid 280 Melrose Street Providence, RI 02907	<a href="mailto:Thomas.teehan@nationalgrid.com">Thomas.teehan@nationalgrid.com</a>	401-784-7288
	<a href="mailto:celia.obrien@nationalgrid.com">celia.obrien@nationalgrid.com</a>	
	<a href="mailto:Joanne.scanlon@nationalgrid.com">Joanne.scanlon@nationalgrid.com</a>	
	<a href="mailto:Jeanne.lloyd@nationalgrid.com">Jeanne.lloyd@nationalgrid.com</a>	
	<a href="mailto:John.walter@nationalgrid.com">John.walter@nationalgrid.com</a>	
	<a href="mailto:Raquel.Webster@nationalgrid.com">Raquel.Webster@nationalgrid.com</a>	
Leo Wold, Esq. Dept. of Attorney General 150 South Main St. Providence, RI 02903	<a href="mailto:Lwold@riag.ri.gov">Lwold@riag.ri.gov</a>	401-274-4400 Ext. 2218
	<a href="mailto:Jmunoz@riag.ri.gov">Jmunoz@riag.ri.gov</a>	
	<a href="mailto:dmacrae@riag.ri.gov">dmacrae@riag.ri.gov</a>	
	<a href="mailto:jspirito@ripuc.state.ri.us">jspirito@ripuc.state.ri.us</a>	
	<a href="mailto:Dstearns@ripuc.state.ri.us">Dstearns@ripuc.state.ri.us</a>	
	<a href="mailto:Jlanni@ripuc.state.ri.us">Jlanni@ripuc.state.ri.us</a>	
	<a href="mailto:jshilling@ripuc.state.ri.us">jshilling@ripuc.state.ri.us</a>	
Seth H. Handy, Esq. (for RILCT / WCRPC) HANDY LAW, LLC 42 Weybosset Street Providence, RI 02903	<a href="mailto:seth@handylawllc.com">seth@handylawllc.com</a>	401-626-4839
Dan Beardsley, Executive Director RI League of Cities and Towns (RILCT) One State St., Suite 502 Providence, RI 02908	<a href="mailto:dan@rileague.org">dan@rileague.org</a>	401-272-3434
	<a href="mailto:peder@rileague.org">peder@rileague.org</a>	
Jeff Broadhead, Executive Director Washington County Regional Planning Council (WCRPC) 344 Main St., Suite 202 Wakefield, RI 02879	<a href="mailto:jb@wcrpc.org">jb@wcrpc.org</a>	401-792-9900
Chris Kearns, Chief Program Development RI Office of Energy Resources (OER) One Capitol Hill, 4 <sup>th</sup> Fl. Providence, RI 02808	<a href="mailto:Christopher.Kearns@energy.ri.gov">Christopher.Kearns@energy.ri.gov</a>	401-574-9113
Daniel W. Majcher, Esq. (for OER) RI Dept. of Administration Division of Legal Services One Capitol Hill, 4 <sup>th</sup> Fl. Providence, RI 02908	<a href="mailto:Daniel.majcher@doa.ri.gov">Daniel.majcher@doa.ri.gov</a>	401-222-8880

R. Daniel Prentiss, P.C. (for EERMC) Prentiss Law Firm One Turks Head Place, Suite 380 Providence, RI 02903	<a href="mailto:dan@prentisslaw.com">dan@prentisslaw.com</a>	401-824-5150
S. Paul Ryan (EERMC)	<a href="mailto:spryan@eplaw.necoxmail.com">spryan@eplaw.necoxmail.com</a>	401-289-0184
<b>File an original &amp; 10 copies w/:</b> Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	<a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov</a>	401-780-2017
	<a href="mailto:Cynthia.WilsonFrias@puc.ri.gov">Cynthia.WilsonFrias@puc.ri.gov</a>	
	<a href="mailto:Nicholas.ucci@puc.ri.gov">Nicholas.ucci@puc.ri.gov</a>	
	<a href="mailto:Alan.nault@puc.ri.gov">Alan.nault@puc.ri.gov</a>	
	<a href="mailto:Dilip.shah@puc.ri.gov">Dilip.shah@puc.ri.gov</a>	

## **The Narragansett Electric Company's d/b/a National Grid Status Report of Negotiation Meetings**

### **A. TARIFF NEGOTIATION MEETING**

During the status conference on November 5, 2013, the Commission directed the parties<sup>1</sup> to meet and discuss the Company's proposed tariff for unmetered customer-owned street and area lighting, Rate S-05, R.I.P.U.C. No. 2142 ("Proposed Tariff") in efforts to narrow the issues in dispute in advance of the December 3, 2013 hearing in this docket. On November 8, 2013, the parties met to discuss the tariff. In accordance with the Commission's request, this is a status report concerning the tariff negotiation meeting.

#### **1. Flexibility (Maintenance/Metering)**

##### **Intervener Comments:**

In their joint comments in this docket, the Rhode Island League of Cities and Towns ("League") and the Washington County Regional Planning Council ("WCPRC") note that the Proposed Tariff should include an option where National Grid provides maintenance and a provision for metered streetlights. *See* League and WCRPC's October 31, 2013 Memorandum of Law ("League/WCRPC Comments") at 16-17. During the meeting, the League/WCRPC also requested that the Company consider a metering pilot program. All parties discussed these issues at the November 8 meeting. A summary of National Grid's position and the outcome of the parties' discussion at the November 8 meeting is below.

##### **National Grid Response:**

*Maintenance:* As explained to the interveners, National Grid will not enter into maintenance agreements to provide maintenance for street lighting equipment the municipalities purchase. The League/WCRPC has referenced a Massachusetts tariff that provides for maintenance service for customer-owned assets. However, as explained during the November 8, 2013 tariff negotiation meeting, the Company has closed the applicable tariffs to new customers and will discontinue such maintenance in the near future.

---

<sup>1</sup> In this memorandum, "parties" refers to The Narragansett Electric Company d/b/a National Grid (the "Company" or "National Grid") and the following interveners: the Rhode Island Energy Efficiency and Resources Management Council, the Rhode Island Office of Energy Resources, the Rhode Island League of Cities and Towns, and the Washington County Regional Planning Council (collectively, the "Interveners"). The Rhode Island Division of Public Utilities and Carriers did not participate in the negotiation meetings.

### **Flexibility (Maintenance/Metering) (continued)**

*Metering:* As explained to the interveners, National Grid is unable to offer metering in the proposed Rate S-05 tariff, which is a tariff for unmetered service. The Company must be able to deliver on the services it offers in the proposed tariff, and, at this point, it is not feasible for the Company to offer metering in the proposed tariff. Metered service will be a fundamental shift, and there are currently many unanswered questions concerning metering. In addition, the Company's systems are not currently configured to capture metered usage data and bill on that usage. Moreover, changes to allow for metered usage would involve significant time, resources, and cost, and the Company would have concerns about recovering that cost. However, the Company recognizes that there could be benefits to improving technology.

*Pilot:* As explained to the interveners, National Grid is willing to discuss the options regarding a limited pilot, and in that discussion, evaluate the cost, processes, practicality, and timing (start and end date) of various options that may be identified during those discussions.

## **2. Inventory Creation and Maintenance**

### **Intervener Comments:**

In their comments, the League/WCRPC note that the inventory report National Grid included in its responses to data requests in this docket does not include all information necessary to check the accuracy of the price calculation. *See* League/WCRPC Comments at 4-6. The League/WCRPC also requested that National Grid modify the penalty it would impose on municipal customers who fail to meet the required inventory reporting requirements set forth in the Proposed Tariff. *See* attached revised Proposed Tariff, sheet 6, Inventory of Lights, attached as Attachment A. All parties discussed this issue during the November 8 meeting.

### **National Grid Response:**

*Inventory:* National Grid explained to the parties that it has provided the best information it has concerning inventory at this point. National Grid will provide more accurate inventories when notice is provided to the Company for the municipalities commencing the purchase process. The municipalities will, however, have to confirm the accuracy of the inventory.

*Penalty:* The Company has revised the language in the Proposed Tariff concerning the penalty when municipalities do not report all changes to inventory. *See* revised Proposed Tariff at sheet 6. (Attachment A).

### **3. Dimming/Part Night**

#### **Intervener Comments:**

In their comments and during the November 8 meeting, the League/WCRPC requested that the Company modify the operation schedules in the proposed Rate S-05 tariff for dimming and part-night. All parties discussed this issue during the November 8 meeting. *See* League/WCRPC Comments at pgs. 16 - 20.

#### **National Grid Response:**

As explained to the interveners, at this time, National Grid is unable to modify the dimming and part-night schedules in the proposed S-05 tariff. The Company will have to consider capital investments to its billing system to make changes in this area, and is unable to do so at this time.

### **4. Wattage Billing**

#### **Intervener Comments:**

In their comments and during the November 8 meeting, the League/WCRPC also requested that National Grid modify the wattage billing schedule in the Proposed Tariff. All parties discussed this issue during the November 8 meeting.

#### **National Grid Response:**

The Company requested a counterproposal from the League/WCRPC on wattage billing. The Company will consider making changes to the proposed tariff based on the counterproposal it receives from the League/WCRPC.

### **5. Operation and Maintenance (“O&M”) Allocation**

#### **Intervener Comments:**

The interveners had several questions about the Company's process for O&M allocation.

**Operation and Maintenance (“O&M”) Allocation (continued)**

**National Grid Response:**

The League/WCRPC agreed to follow up with National Grid after consulting with its expert, Mr. George Woodbury, based on the explanations National Grid provided regarding O&M allocation at the November 8 meeting. Mr. Woodbury has indicated that he would like to follow up with Ms. Lloyd concerning this issue and the parties are in the process of scheduling a time to speak.

**B. CLOSING DOCUMENTS NEGOTIATION MEETINGS**

During the status conference on November 5, 2013, the Commission also directed the parties to meet and discuss the closing documents<sup>2</sup> in efforts to narrow the issues in dispute in advance of the December 3 hearing. On November 13, 2013, National Grid met with the League, WCRPC, and the OER to discuss the closing documents. On November 15, 2013, the parties continued their discussion concerning the closing documents during a conference call. A summary of the parties' November 13 meeting and November 15 call concerning the closing documents is below.

**1. Indemnification/Insurance**

**Intervener Comments:**

The interveners raised issues with the Company's indemnification/insurance requirements, as set forth in the closing documents. *See* League/WCRPC Comments at pgs. 15 - 16.

**National Grid Response:**

The League/WCRPC agreed to submit proposed revised indemnification language to the Company, and the Company will consider this proposed language.

---

<sup>2</sup> The closing documents include an Agreement of Sale, License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting (“Overhead License Agreement”), and License Agreement for Underground Electrical Service and Attachments to Utility Structures for Street and Area Lighting (“Underground License Agreement”). These closing documents will be used in Rhode Island for municipal customers that choose to purchase all the Company's street and area lighting equipment pursuant to the Rhode Island Municipal Street Light Investment Act, R.I.G.L. § 39-29-1, *et seq.* (the “Act”) and the Company's Proposed Tariff.

## **2. National Grid Work (energizing, fuses, material changes, other attachee work)**

### **Intervener Comments:**

The interveners raised issues concerning the work National Grid is required to perform as set forth in the Agreement of Sale. *See* League/WCRPC Comments at pgs. 11 - 13.

### **National Grid Response:**

During its meeting and conference call with the parties to discuss the closing documents, National Grid explained its processes regarding the work it is required to perform once the municipal customers purchase the street lights. The Company maintains a baseline safety requirement that the customer perform street light asset replacement work in a de-energized condition. At a minimum, the Company shall, for each streetlight, perform the disconnect and reconnect (two occurrences) to facilitate this requirement. However, the Company recommends the installation of a customer disconnect device to minimize the Company's connection involvement. The Company continues to evaluate acceptable alternatives that maintain safety and system integrity, are compliant with all codes and statutes, minimize cost and administration, and limits liabilities for each party. The Company is willing to further discuss the interveners' concerns in efforts to possibly address a revision of specific agreement language.

## **3. Pole & infrastructure access (removal, duct lines)**

### **Intervener Comments:**

The Overhead License Agreement provides that National Grid may remove poles that are no longer of service to National Grid. In their comments and during the meetings to discuss the closing documents, the League/WCRPC noted that this requirement is unreasonable.

### **National Grid Response:**

During its meeting and conference call with the parties to discuss the closing documents, National Grid explained its processes regarding pole and infrastructure access (removal, duct lines). National Grid did not agree to make any changes to this area.

#### **4. Ongoing licensing (material change, terminate at will)**

##### **Intervener Comments:**

The interveners noted their concerns with what happens when the municipality resolves that it no longer wants to own operate its streetlights. In addition, the interveners noted their concerns with the Company's ability to terminate the license at will. *See League/WCRPC Comments at 21.*

#### **Ongoing licensing (material change, terminate at will) (continued)**

##### **National Grid Response:**

National Grid will review the contract language concerning ongoing licensing and determine whether any revisions are necessary.

#### **5. Assignment of easements/approvals/warranties**

##### **Intervener Comments:**

The interveners have requested that National Grid transfer attachment rights, easements, and regulatory approvals associated with street lighting equipment acquired by the municipalities. *See League/WCRPC Comments at p. 8.*

##### **National Grid Response:**

National Grid has explained to the interveners that it is not practical for the Company to assign all easements and approvals. This would require substantial and unrecoverable administrative costs as the Company would have to perform the searches to determine the nature of its easement rights. The Company would also have to negotiate individual transfers of each agreement. As explained to the interveners, National Grid will need to further look into the issue of whether it is able to assign existing warranties.

#### **6. Labeling**

##### **Intervener Comments:**

In their comments, the League/WCRPC note that the labeling requirements in the Company's Agreement of Sale are unclear and burdensome. *See League/WCPC Comments at p. 9.*

**Labeling (continued)**

**National Grid Response:**

During the parties' meetings concerning the closing documents, the Company explained that the municipalities may elect to maintain labeling of pole location and equipment labels (fixture type and wattage) as they choose. However, National Grid requests that the municipalities remove any reference to the Company that remain on the labels. In addition, if the municipality chooses to change the location labeling, it must inform the Company of the change for recordkeeping purposes. The Company also explained that it will require prominent ownership labeling and that it will work with the municipalities to develop a mutually acceptable ownership labeling system.

**7. Transfer Issues (form of Agreements)**

**Intervener Comments:**

The parties have requested that the Company modify the closing documents. In addition, the League/WCRPC attached a proposed Agreement of Sale and License Agreement to its comments in this docket. *See* League/WCRPC Comments, Exhibit B.

**National Grid Response:**

As explained to the interveners, National Grid maintains that the closing documents are outside the scope of this proceeding and reserves this objection as the Commission has not ruled on this issue. However, the Company will review the current version of its closing documents to determine whether/how they could be simplified. Please note that this process will take time, and the Company is unable to fully address what changes, if any, it would make to the closing documents between now and the December 3 hearing date.

- 8. Inventory & price calculation.** The League/WCRPC also raised concerns with the Company's inventory and price calculation. *See* Section A(2) above.

# **ATTACHMENT A**

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:

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Operating Schedule</u>		<u>Part-Night</u>
				<u>Dusk-To-Dawn</u>	<u>Dimming</u>	
Incandescent (INC)	105	105	920	438	380	242
	205	205	1,796	856	742	472

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):

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage<sup>1</sup></u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Operating Schedule</u>		<u>Part-Night</u>
				<u>Dusk-To-Dawn</u>	<u>Dimming</u>	
Mercury Vapor (MV)	100	130	1,139	543	470	299
	175	211	1,848	881	763	486
	250	307	2,689	1,282	1,110	706
	400	477	4,179	1,991	1,724	1,098
	1,000	1,095	9,592	4,572	3,958	2,520
Metal Halide (MH)	400	451	3,951	1,883	1,630	1,038
	1,000	1,078	9,443	4,501	3,897	2,480
High Pressure Sodium (HPS)	50	61	534	255	221	140
	70	86	753	359	311	198
	100	118	1,034	493	427	272
	150	173	1,515	722	625	398
	250	304	2,663	1,269	1,099	700
	400	470	4,117	1,962	1,699	1,081

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

Solid State Lighting (SSL) Sources

<u>Light Source Type</u>	<u>Nominal Wattage<sup>2</sup> (Range)</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Operating Schedule</u>		<u>Part-Night</u>
				<u>Dusk-To-Dawn</u>	<u>Dimming</u>	
<u>Light Emitting Diode (LED)</u>	0.1 to 50.0	25	219	104	83	61
	50.1 to 100.0	75	657	313	248	184
	100.1 to 150.0	125	1,095	522	414	306
	150.1 to 200.0	175	1,533	731	579	428
	200.1 to 250.0	225	1,971	939	745	551
	250.1 to 300.0	275	2,409	1,148	911	673

<sup>2</sup> 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

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.

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.
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.

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 five and one-half hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 2,301 hours at full energy requirements and 1,874 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,615 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 five and one-half hours later until approximately one-half hour before sunrise, a total of no greater than 2,301 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</u>	<u>Part-Night</u>
January	31	744	442	386	266
February	28	672	367	319	211
March	31	744	363	312	192
April	30	720	309	263	154
May	31	744	280	240	141
June	30	720	251	217	127
July	31	744	267	232	137
August	31	744	301	259	153
September	30	720	338	286	172
October	31	744	392	339	220
November	30	720	418	365	250
December	31	744	447	397	278
Annual	365	8,760	4,175	3,615	2,301

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.

THE NARRAGANSETT ELECTRIC COMPANY

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

**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 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.

**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. ~~have the right to terminate service under this tariff and require the Customer to obtain service under an applicable metered service.~~

**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 and relinquish and surrender its ownership of street and area lighting equipment served on this tariff, the Customer must provide six months advance written notice of such termination and request surrender. 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.

R.I.P.U.C. No. 2142  
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: November 15, 2013