



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF LEGAL SERVICES
One Capitol Hill, 4th Floor
Providence, RI 02908-5890

Tel: (401) 222-8880
Fax: (401) 222-8244

November 1, 2013

SENT VIA FIRST CLASS MAIL AND ELECTRONIC MAIL:

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

RE: Docket #4442

Dear Ms. Massaro:

Please see attached filing (an original plus ten (10) copies) pertaining to the above mentioned matter. Additionally, please see attached entry of appearance on behalf of the Rhode Island Office of Energy Resources.

Sincerely,

Daniel W. Majcher, Esq.

DWM/njr

Enclosure

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

IN RE: TARIFF ADVICE FILING FOR)
CUSTOMER-OWNED STREET & AREA)
LIGHTING PROPOSAL)

DOCKET NO. 4442

**STATE OF RHODE ISLAND, OFFICE OF ENERGY RESOURCES'
MEMORANDUM OF LAW**

I. Introduction

By its attorney, the State of Rhode Island, Office of Energy Resources (“OER”), submits this memorandum of law commenting on the Tariff Advice Filing For Customer-Owned Street and Area Lighting Proposal (“Tariff”). National Grid’s filing and corresponding discovery responses would thwart the intent of the Municipal Streetlight Investment Act (House Bill No. 5935 Sub A), R.I. Gen. Laws § 39-29-1, *et seq.*¹ (hereinafter “Act”). National Grid has included a proposed agreement that is complicated, includes hidden costs and is overly burdensome. The Tariff as proposed, along with the corresponding proposed standard agreement, would effectively dissuade municipalities from changing the status quo and pursuing their statutory option to own street lighting.

Bifurcation of the Tariff from the proposed agreement creates issues because the two are inherently intertwined. If the Rhode Island Public Utilities Commission (“RIPUC”) addresses and approves the Tariff without consideration of the proposed contractual terms, National Grid can effectively prevent municipalities from exercising their option to convert the street lighting

¹ The statutory citations throughout this memo correspond with the statutory references included in House Bill No. 5935 Sub A.

equipment by creating onerous requirements and imbedded costs. OER respectfully requests that RIPUC address the proposed contract terms as part of a single Tariff proceeding.

OER's interest in this matter is to make certain that the Act is implemented in a manner that is reasonable to all of the stakeholders including National Grid and the municipalities. Because several of the significant issues at stake involve a contractual relationship, OER submits that RIPUC should order the parties to negotiate the contractual requirements on an expedited basis, limited to two (2) weeks, with the Division of Public Utilities and Carriers ("Division") acting as mediator. Any contractual issues that cannot be resolved by the parties should be submitted to RIPUC and decided as part of a single RIPUC proceeding on the Tariff.

II. The Municipal Streetlight Investment Act (House Bill No. 5935 Sub A)

A. Statutory Objectives

In the section of the Act entitled "Findings and Purpose," R.I. Gen Laws § 39-30-1(a), the following declarations are made:

- (1) Taxpayers are mandated to pay the electric distribution company large sums every year to light municipal and many state-owned streets;
- (2) Municipalities are limited in how they can manage this public safety resource because they do not own or control the light fixtures within their borders;
- (3) There is no incentive in the applicable electric rate tariff for installing energy efficient lighting technologies that may reduce both power and maintenance expenses;
- (4) There is no provision in the applicable electric rate tariff for municipalities to work collectively to manage the maintenance of the street lighting system; and

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

Among the purposes stated in R.I. Gen Laws § 39-30-1(b) are the following:

- (2) Reducing maintenance costs by allowing municipalities to own the street and area lighting within their borders and to enter into regional maintenance service contracts;
- (3) Reducing whole-system cost through municipal ownership and regional management and by eliminating the current "facilities charge;"

When read in conjunction with the declarations, these stated purposes clearly indicate the General Assembly's intent to empower municipalities to own "street and area lighting." In R.I. Gen. Laws § 39-30-4, the Act provides that it "shall be liberally construed to give effect to the purposes thereof."

B. Statutory Roles

- a. OER – Pursuant to R.I. Gen. Laws § 39-30-3(a)(1), National Grid was required to consult with OER regarding the Tariff. On September 4, 2013, OER Commissioner Gold sent a letter to National Grid, attached as "Exhibit A", providing comments on the Tariff. On September 10, 2013, National Grid responded by letter, attached as "Exhibit B", to Commissioner Gold's comments. OER respectfully requests RIPUC to accept Exhibits A and B for their consideration during the proceeding.
- b. Division – After the Tariff is approved and put into place, the Division is responsible for resolving Tariff disputes in accordance with R.I. Gen. Laws § 39-

30-3(d)(i). The future statutory role of the Division (arbitrator of disputes), places it in the perfect position to act as mediator helping parties to negotiate standard contracts at present.

- c. RIPUC – Pursuant to R.I. Gen. Laws § 39-30-3(a)(1), RIPUC is charged broadly with issuing a decision “to effectuate the purposes and provisions of this chapter.” In order for the statutory purposes to be achieved, the RIPUC must approve a Tariff and a contractual relationship that is reasonable.

III. THE TARIFF AND THE IMPLEMENTING STANDARD CONTRACTS ARE INTERTWINED AND SHOULD BE HEARD BY RIPUC IN A SINGLE PROCEEDING

The proposed standard contract includes fees and imbedded costs. For example, as part of the agreement National Grid will charge the municipalities for a “Field Survey,” “Make-Ready Work,” and “Other Charges and Fees.” *See* Section 4 and Appendix I of the National Grid Proposed Agreement. It is unclear what the amount of any such charges would be or whether the charges would be reasonable. All of these charges must be considered in the context of the Tariff. If RIPUC only considers the Tariff and does not consider these other contractual provisions as part of the Tariff, the municipalities will be left to the whims of National Grid as part of a negotiation process. Further, if taking ownership of the street lighting by the municipalities was less profitable for National Grid, National Grid could dissuade municipalities by imposing unreasonable contractual provisions; RIPUC must level the playing field by making sure that the Tariff and the corresponding contractual provisions are reasonable to all of the stakeholders.

Additionally, there are indirect costs and burdens associated with the proposed agreement that need to be considered by RIPUC. Although R.I. Gen. Laws § 39-30-3(d)(ii) provides municipalities an “assumption of rights and obligations” from National Grid, the proposed

agreement provisions appear to result in a termination of rights and obligations rather than a simple assignment. *See* Sale Agreement, page 6, §10; proposed License Agreement for Overhead Electrical Service (“Overhead License”) page 6, §2.4 and page 21, §15.1; License Agreement for Underground Electrical Service (“Underground License”) page 10, §6.1. This provision would undermine a municipality’s ability to take ownership of the street lights. Specifically, reinstating easements and other rights could prove to be cost prohibitive for the municipalities.

A reasonable alternative would appear to be for National Grid to simply assign any such rights. There does not appear to be any drawbacks for such an assignment of rights, and the only purpose for not assigning such rights would seem to be an attempt to undermine the Act’s viability. Although an item such as this may involve negotiation, RIPUC must be involved to make sure that the parties resolve these items in a reasonable manner.

RIPUC should consider the Tariff and the standard agreements on an expedited basis and in the same proceeding. In R.I. Gen. Laws § 39-30-3(a)(1), the General Assembly gave RIPUC sixty (60) days from the date of filing of the Tariff to issue a decision.. This aggressive timeframe is an indication that the General Assembly intended for the matter to be heard quickly and efficiently.

IV. THE AGREEMENT WHICH WAS PRESENTED BY NATIONAL GRID IS ONEROUS AND THWARTS THE STATUTORY INTENT OF THE ACT.

OER endorses a much simpler and streamlined agreement to be established by the parties, with reasonable terms blessed by the RIPUC. The complexity of the agreements proposed by National Grid could potentially overwhelm municipalities and incur significant financial costs for legal review and negotiation on a municipal level. Therefore, the standard agreement should be streamlined and simplified in order to promote municipalities’ potential options to take

ownership of the street lights. National Grid's proposal does nothing more than discourage the municipalities from considering ownership.

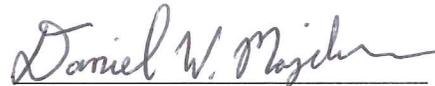
V. CONCLUSION

The Office of Energy Resources ("OER") recognizes that the agreement will ultimately be established through negotiation by the parties. For the reasons stated above, the OER respectfully requests that the Rhode Island Public Utilities Commission ("RIPUC") order the parties into an expedited negotiation lasting no longer than two (2) weeks, with the Division of Public Utilities and Carriers acting as mediator. Any remaining issues would ultimately be determined by RIPUC as part of its decision on the Tariff.

Respectfully submitted,

The State of Rhode Island Office of Energy
Resources

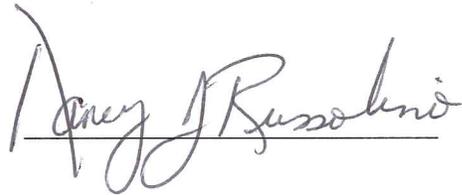
By their attorney,



Daniel W. Majcher, Esq. (#7265)
R.I. Department of Administration
Legal Services
One Capitol Hill, 4th Fl.
Providence, RI 02908
Tel: (401) 222-8880
Fax: (401) 222-8244
daniel.majcher@doa.ri.gov

CERTIFICATE OF SERVICE

I hereby certify that on November 1, 2013, I delivered this original pleading and 10 photocopies to the PUC and sent a true copy of the document by electronic mail to the parties, National Grid, The Division of Public Utilities and Carriers Advocacy Section, the Rhode Island Office of the Attorney General and the Energy Efficiency Resources Management Council.

A handwritten signature in cursive script, reading "Nancy J. Rusolino", is written over a horizontal line.

Exhibit

A



September 4, 2013

Raquel J. Webster, Senior Counsel
National Grid
40 Sylvan Road
Waltham, MA 02451

RE: National Grid Proposed Rhode Island Municipal Streetlight Investment Act Tariff

Dear Ms. Webster:

The Rhode Island Office of Energy Resources (“OER”) would like to thank you for providing the opportunity for consulting with our office as called for in the Municipal Streetlights Investment Act. We have chosen to provide comments and questions on the draft Municipal Street Light Tariff, and once these larger issues are agreed, will provide a line-by-line markup of the then current draft. We believe that the draft tariff is a good start but we have identified a number of issues on which we seek clarification. We look forward to working with National Grid to resolve these issues, prior to the tariff filing with the Rhode Island Public Utility Commission on September 16th.

On Rates and Costs

- We interpreted the draft tariff, and accompanying email, to say that the Company will charge a distribution kWh charge (that it is still working on) of approximately \$0.03300 per kWh. We assume that this charge will be in addition to the “Energy Charge” (\$0.03556) for each street light. Please confirm our understanding.
- What will the “energy charge per kWh be under the new rate? Is the “energy charge” equivalent to the “Delivery charge” (\$0.03556) with the existing S-14 rate?
- Since most municipalities in RI do not utilize Standard Offer service, but purchase their electricity from third parties, how and when is the “energy” charge applied?
- It appears that the proposed RI distribution kWh charge of \$0.03300 per kWh will be significantly higher than the analogous MA distribution charge listed in Massachusetts rate S-5 of \$0.02861. Please explain why this cost is higher in Rhode Island.
- Are there other costs associated with municipalities converting to municipal ownership other than depreciated asset costs of the existing fixtures? Please confirm our



understanding that this cost is accounted for outside of the tariff as it does not appear to be addressed in the tariff.

- Regarding the “Lighting Service Charge” listed within the new S-5 tariff, please explain conditions under which this charge would apply when a municipality pursues a street lighting purchase and conversion through the proposed S-5 tariff.
- Will there be a “Field Survey Charge” listed within the new S-5 tariff, as is listed in the similar Massachusetts S-5 tariff? What will be the amount of this charge? Please explain conditions under which this charge would apply when a municipality pursues a street lighting purchase and conversion through the proposed rate S-5.

On Definitions and Structure of “Dusk-to-Dawn”, “Dimming”, and “Part-night”

- The Company has closely defined the assumed Operating Schedule for “Continuous”, “Dusk-to-Dawn”, “Dimming”, and “Part-night” and developed billable kWh assumptions based on those Operating schedules. We are concerned these definitions may be too limiting and believe that accommodations should be made for additional operating schedules or methods. For example, the company has defined “Dimming” to be a light operating “of no greater than 2,447 hours at full energy requirements and 1,728 hours at reduced energy requirements, respectively, each year.” If a customer chose to dim their lights from 2am to 5am, this would result in lights operating at full energy requirements 3,080 hours per year, beyond the limitations in the “Dimming” definition. Would this customer then be required to pay the full “Dusk-to-Dawn” rate and receive no benefits of the control savings? Or would there be a mechanism to adjust the rate to account for the reduced energy requirements of the customers operating schedule? Similarly, what if the customer chose to dim the lights by only 30% rather than the assumed “50%” in the “Dimming” definition? Would this customer then be required to pay the full “Dusk-to-Dawn” rate and receive no benefits of the control savings? Or would there be a mechanism to adjust the rate to account for the reduced energy requirements of the customers operating method?
- Related to above comment, we suggests that National Grid provide an option in the tariff for custom operating schedules and dimming methods with energy charges that correlate to the actual estimated kWh usage. In the section “INVENTORY OF LIGHTS”, the Company already requires that the Customer report the Operating Schedule for the lights and that the Company may perform random confirmation of operating lights to ensure accuracy of such reports. We suggest that the Company expand this section to



accommodate custom operating schedules and methods. The Company may do this by requiring, on a case-by-case basis, review of schedule programming and methods from control system based on type/level of controls being employed and/or reported suspicion of misuse. Further, we suggest that the Company consider metering capability of control systems. However, the metering should not be used for billing purposes as these systems may not be in alignment with revenue grade meter requirements yet. Note that an ANSI standard is in development for these systems to develop outdoor lighting metering accuracy requirements, but this is a couple years out.

- If the Company chooses not to provide an option for custom operating schedules and methods per above comment, we strongly suggest that the company offer at least two additional options for “Dimming”, and two additional options for “Part-night”, that would accommodate additional control schedules and methods.
- To further support the need for custom operating schedules and methods, we offer examples below of additional control schemes that have been employed or are being considered by other municipalities. These are only some examples and there are many more being considered.
 - Street and area lights operate at full power from approximately one-half hour after sunset until 3am after entertainment venues have closed. The street lights remain at reduced power until one-half-hour before sunrise, at which point they turn off.
 - Street and area lights (in some types of business districts, for example) operate at full power from approximately one-half hour after sunset until approximately one-half hour before sunrise, except on weekends, where they will operate at a reduced (e.g. 50%) power level.
 - Street and area lights (near stadiums, for example) operate at a reduced (e.g. 50%) power level from approximately one-half hour after sunset until approximately one-half hour before sunrise, except on NN (specified minimum number) days per year (when games or other events are occurring in the stadium, for example), where they will operate at full power.
 - Street and area lights operate daily at an average NN% (specify maximum) power level, from approximately one-half hour after sunset until approximately one-half hour before sunrise. Some street and area lights will operate at a higher level (in higher crime areas/neighborhoods, or neighborhoods that prefer higher light levels, for example), and some will operate at a lower level (in lower crime areas/neighborhoods, or neighborhoods that prefer lower light levels, for example)



- Street and area lights operate at a reduced (e.g. 75%) power level from approximately one-half hour after sunset until approximately one-half hour before sunrise, except for NN (specified maximum number) hours per year (activated by fire, police, or other safety/emergency events), when they will operate at full power.
- Street and area lights operate at full power level from approximately one-half hour after sunset until approximately one-half hour before sunrise, except for NN (specified minimum number) hours per year (activated by demand response events), when they will operate at a reduced (e.g. 50%) power level.
- Street and area lights (near observatories, or animal breeding areas) operate at a full output and nominal (e.g. 4000K) CCT from approximately one-half hour after sunset until approximately one-half hour before sunrise, except on NN (specified minimum number) days per year, where they will operate at full output and alternate CCT, resulting in a relative NN% (specify minimum decrease, or maximum increase) change in power.
- On Definitions of "Dimming" and "Part-Night":
 - 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 50% 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 no greater than 2,447 hours at full energy requirements and 1,728 hours at reduced energy requirements, respectively, each year.
 - 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 2,447 hours each year.

We do not believe municipalities will be likely to implement the control scheme as described in these definitions. For example, they are more likely to turn off the lights at a prescribed hour of the night, such as 2am, rather than “a time equal to the mid-point of the previous Dusk-to-Dawn service period. We suggest modifications to the definitions as follows:



- Dimming – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a prescribed time period or hour, then an assumed 50% reduction in wattage and energy requirements for a period of reduced light output, at which time and as necessary, returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of no greater than 2,447 hours at full energy requirements and 1,728 hours at reduced energy requirements, respectively, each year.
- Part-Night – Street and area lights operate daily from approximately one-half hour after sunset then turn off at a time equal to a prescribed time period or hour, and as necessary, turn back on until approximately one-half hour before sunrise, a total of no greater than 2,447 hours each year.

Process and Standards for Municipalities – Prior to Purchasing Street Light Inventories

The draft tariff has been prepared from the perspective that a municipality has already purchased its street lighting inventory from the Company, but we believe it is critical that the purchasing process and the standards for a municipality to make the decision on taking ownership of the street light inventory are both present in the tariff. There are four examples of why this is important to the OER and municipalities:

1. Purchase and Sales Agreement, and various License Agreements are referred to in the drafted tariff but are not included. These must be included, at least as a form of contract. These are part of the purchase of the lights for a municipality.
2. The draft tariff requires the municipality to maintain and report to the Company an inventory of the lighting equipment. But this inventory must originally come from the Company as part of the purchase to a municipality. The Act requires the purchase price to be calculated from the “original cost less depreciation...” so this information must be included in the initial inventory presented to the municipality by the Company. The municipalities will maintain relevant parts of the inventory as is stated in your draft.
3. The draft tariff includes a statement that the Company can require the municipality to “...purchase insurance or a bond to ensure such indemnification and assumption of liability is effective.” Municipalities manage risk in a strict regulatory and legal framework, and cannot be under this kind of requirement. Further, the Purchase and Sale agreement is the appropriate document to address these issues.
4. The paragraph entitled “Termination of Municipal Ownership” is not appropriate in the tariff, but the issues it addresses could be detailed in the Purchase and Sales agreement.

Rhode Island Office of Energy Resources
One Capitol Hill 4th Floor
Providence, RI 02908
Phone: (401) 574-9100
Fax: (401) 574-9125



STATE OF RHODE ISLAND

**OFFICE OF
ENERGY RESOURCES**

Commissioner Marion S. Gold, Ph.D.

The street light tariff needs to be consistent to ensure that both the municipalities and the Company have the correct information to purchase the street light inventory and then maintain their ongoing relationship with effective information exchanges.

Thank you again for the opportunity to comment on the draft streetlight tariff. We look forward to resolving the outstanding issues and questions and working with the Company to implement the program.

Sincerely,

A handwritten signature in black ink that reads "Marion Gold". The signature is written in a cursive, flowing style.

Marion Gold

Commissioner

Exhibit
B

September 10, 2013

VIA ELECTRONIC MAIL

Commissioner Marion S. Gold, Ph.D.
Rhode Island Office of Energy Resources
One Capitol Hill, 4th Floor
Providence, RI 02908

**Re: Street and Area Lighting – Proposed Customer-Owned Equipment S-05 Tariff
Pursuant to the Rhode Island Municipal Street Light Investment Act,
R.I.G.L. § 39-29-3(1)**

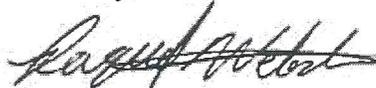
Dear Commissioner Gold:

On behalf of National Grid¹, I have enclosed a revised redlined copy of the above-referenced Tariff and the Company's responses to your September 4, 2013 letter, which outlined the Rhode Island Office of Energy Resources' ("OER") questions and comments concerning the Tariff².

The Company thanks the OER for its detailed questions and comments concerning the Tariff and looks forward to discussing the attached responses with the OER prior to filing the Tariff with the Rhode Island Public Utilities Commission on September 16, 2013.

Please contact me with any questions at (781) 907-2121. I will also contact Christopher Kearns of your office to schedule a conference call to discuss these responses.

Sincerely,



Raquel J. Webster

Enclosures

cc: Christopher Kearns, Chief, Program Development
Office of Energy Resources (via electronic mail)

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

² The Municipal Street Light Investment Act, R.I.G.L. § 39-29-3(1), requires the Company and the OER to consult concerning the proposed Tariff.

**National Grid's¹ Responses to the OER's September 4, 2013 Comments
Concerning the Proposed Street and Area Lighting –
Customer-Owned Equipment S-05 Tariff**

On Rates and Costs

OER Comment No. 1²:

We interpreted the draft tariff, and accompanying email, to say that the Company will charge a distribution kWh charge (that it is still working on) of approximately \$0.03300 per kWh. We assume that this charge will be in addition to the "Energy Charge" (\$0.03556) for each street light. Please confirm our understanding.

Response:

Yes, the proposed S-05 distribution kWh charge is in addition to the total delivery charge of \$0.03556 per kWh currently applicable to the Company's outdoor lighting classes S-06, S-10, and S-14.

The section within the proposed Street and Area Lighting – Customer-Owned Equipment S-05 Tariff (the "S-05 Tariff) labeled "Energy Charge", refers to the method for calculating both delivery service charges and commodity charges, the latter of which is applicable only to customers receiving Standard Offer Service ("SOS"). A copy of R.I.P.U.C. Tariff No. 2095, the Summary of Retail Delivery Rates currently in effect, is attached as Attachment 1. The distribution kWh charge is a component of the delivery services charge and the one the Company will propose for Rate S-05 customers will be applicable only to those customers, will appear in column C of Tariff No. 2095, and will be reflected in the total appearing in column W. As of July 1, 2013, the Total Delivery Charges applicable to rate classes S-06, S-10, and S-14 is \$0.03556. The Total Delivery Charges applicable to Rate S-05 will be the Total Delivery Charge in effect at the time of the approval of the S-05 Tariff plus the proposed Distribution kWh Charge. Customers who are receiving SOS will also be assessed the applicable SOS charges and the Renewable Energy Standard Charge in addition to the delivery service charges. Please see R.I.P.U.C. Tariff No. 2096, attached as Attachment 2, for current commodity charges. If rate S-05 customers receive their electric supply by a third party supplier, they will not be assessed either SOS charges or the Renewable Energy Standard Charge by the Company.

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

² The Company has numbered the OER's comments for ease of reference during discussions concerning these responses.

OER Comment No. 2:

What will the "energy charge per kWh be under the new rate? Is the "energy charge" equivalent to the "Delivery charge" (\$0.03556) with the existing S-14 rate?

Response:

See the Company's response to OER Comment No. 1.

OER Comment No. 3:

Since most municipalities in RI do not utilize Standard Offer service, but purchase their electricity from third parties, how and when is the "energy" charge applied?

Response:

See the Company's response to OER Comment No. 1.

OER Comment No. 4:

It appears that the proposed RI distribution kWh charge of \$0.03300 per kWh will be significantly higher than the analogous MA distribution charge listed in Massachusetts rate S-5 of \$0.02861. Please explain why this cost is higher in Rhode Island.

Response:

The Narragansett Electric Company and the Massachusetts Electric Company are separate operating entities. Each company has differences in the underlying costs to provide distribution service, including costs for street lighting services to customers. In addition, each company's rates are based upon methodologies approved by the regulatory agency in the respective state and may reflect differences in design principles. Therefore, there is no reason for the two companies to have comparable kWh charges pertaining to any rate class even if the charges are designed in a similar manner. Moreover, it is important to note that The Narragansett Electric Company implemented new rates following a general rate case in February 2013. Massachusetts Electric Company's last rate case was in 2009.

OER Comment No. 5:

Are there other costs associated with municipalities converting to municipal ownership other than depreciated asset costs of the existing fixtures? Please confirm our understanding that this cost is accounted for outside of the tariff as it does not appear to be addressed in the tariff.

Response:

Yes. Pursuant to the Rhode Island Municipal Streetlight Investment Act (the "Act"), R.I.G.L. § 39-3-3(b), a city or town that pursues the option to own the Company's lighting equipment "must compensate the electric distribution company for the original cost, less depreciation and less amortization, of any active or inactive existing public lighting equipment owned by the electric distribution company and installed in the municipality as of the date the municipality exercises its right of acquisition pursuant to [the Act], net of any salvage value. Also pursuant to the Act, "[t]he municipality may also request that the electric company remove any part of such lighting equipment that it does not acquire from the electric distribution company in which case the municipality shall reimburse the electric distribution company the cost of removal by the electric distribution company, along with the original cost, less depreciation, of the removed part, net of any salvage value." *Id.* This provision for the Permanent Discontinuance of Lighting Facilities exists within the Company's street and area lighting tariffs for Company-owned lighting equipment, S-06, S-10, and S-14. Moreover, the purpose of the S-05 Tariff is to provide rules governing the electric service of customer-owned and unmetered street and area lighting equipment that the customer purchases from the Company. On the other hand, the Agreement of Sale and License Agreements (collectively, the "Agreements") are the closing documents used to execute the purchase transaction and govern the roles and responsibilities of the Company and the customer.

OER Comment No. 6:

Regarding the "Lighting Service Charge" listed within the new S-5 tariff, please explain conditions under which this charge would apply when a municipality pursues a street lighting purchase and conversion through the proposed S-5 tariff.

Response:

The Company's proposed Lighting Service Charge ("LSC") is identical to the effective charge as stated in the S-06, S-10, and S-14 tariffs. The LSC may be assessed for services the Company provides at the customer's request for work that is not related to the performance of the Company's equipment or facilities. For example, should a customer intend to replace or repair an existing customer-owned luminaire, the Company would de-energize the street light wire at

the secondary distribution line. The LSC would be assessed to recover the Company's cost of performing that service. If a second trip is necessary to re-energize the street light, a second LSC would be assessed.

OER Comment No. 7:

Will there be a "Field Survey Charge" listed within the new S-5 tariff, as is listed in the similar Massachusetts S-5 tariff? What will be the amount of this charge? Please explain conditions under which this charge would apply when a municipality pursues a street lighting purchase and conversion through the proposed rate S-5.

Response:

Yes. A Field Survey Charge will be included in the License Agreements related to the proposed S-05 Tariff and there will be a reference to the Field Survey Charge in the S-05 Tariff. A field survey is necessary when a customer requests a new lighting installation or the relocation of an existing light to determine whether the pole is adequate to accommodate the customer's lighting equipment. The survey will identify if any "Make Ready" work is necessary to accommodate this equipment. If the replacement light will be an in-kind replacement in the same location on an existing pole, then the Field Survey Charge will not be assessed. The charge amount will go toward the Company's time and expense to perform the survey for the customer's request and will appear on the customer's lighting service bill. Any necessary Make- Ready work will be assessed and invoiced separately once the customer agrees to the Company performing the work needed to attach the customer's equipment.

On Definitions and Structure of "Dusk-to-Dawn", "Dimming", and "Part-night"

OER Comment No. 8:

The Company has closely defined the assumed Operating Schedule for "Continuous", "Dusk-to-Dawn", "Dimming", and "Part-night" and developed billable kWh assumptions based on those Operating schedules. We are concerned these definitions may be too limiting and believe that accommodations should be made for additional operating schedules or methods. For example, the company has defined "Dimming" to be a light operating "of no greater than 2,447 hours at full energy requirements and 1,728 hours at reduced energy requirements, respectively, each year." If a customer chose to dim their lights from 2am to 5am, this would result in lights operating at full energy requirements 3,080 hours per year, beyond the limitations in the "Dimming" definition. Would this customer then be required to pay the full "Dusk-to-Dawn" rate and receive no benefits of the control savings? Or would there be a mechanism to adjust the rate to account for the reduced energy requirements of the customers operating schedule? Similarly, what if the customer chose to dim the lights by only 30% rather than the assumed "50%" in the "Dimming" definition? Would this customer then be required to pay the full "Dusk-to-Dawn" rate and receive no benefits of the control savings? Or would there be a mechanism to adjust the rate to account for the reduced energy requirements of the customers operating method?

Response:

In general, tariff development considers general service application requirements which would be consistent for all potential customers within the respective service class, including specific logistical or regulatory constraints. When the Company provides unmetered street lighting service, limitations are necessary to promote a rational, efficient, and manageable application model that the customers comprehend and which maintains practical administrative costs. Unmetered tariff applications are recognized as a reasonable approximation for the determination of energy consumption. Regarding the proposed S-05 Tariff, the Company has attempted to address the various concerns related to unmetered service in order to provide reasonable energy consumption thresholds that comply with the purpose of the Act. In response to the OER's questions above, the Company would charge the customer at the appropriate annual energy consumption threshold level depending on the customer's specified performance properties of each individual street light's energy consumption up to and including the threshold level.

OER Comment No. 9:

Related to above comment, we suggests that National Grid provide an option in the tariff for custom operating schedules and dimming methods with energy charges that correlate to the actual estimated kWh usage.

Response:

A service option that can account for such identified variables and other additional custom features would require metered service. Presently the metered service option is limited to underground sourced street lighting or street lighting mounted to customer-owned poles or supports.

OER Comment No. 10:

In the section "INVENTORY OF LIGHTS", the Company already requires that the Customer report the Operating Schedule for the lights and that the Company may perform random confirmation of operating lights to ensure accuracy of such reports. We suggest that the Company expand this section to accommodate custom operating schedules and methods. The Company may do this by requiring, on a case-by-case basis, review of schedule programming and methods from control system based on type/level of controls being employed and/or reported suspicion of misuse.

Response:

It is crucial that the customer's physical labeling system is clear enough for the Company to identify the locational and ownership information and luminaire/light source type and wattage from the ground level. The customer should comply with prescribed labeling requirements as stated within the License Agreement. Importantly, the Company will be unable to determine the operating schedule or any reduced energy consumption conditions of a street light based upon a daytime visual audit. As previously noted, the Company has attempted to comply with the purpose of the Act by proposing two (2) new operating schedules while maintaining a reasonable administrative cost. Any increased, excessive costs incurred to develop, implement, administer, and maintain a relatively infinite "customer" application billing model would require the timely recovery of costs through the increase of delivery charges specific to the customers within this service classification.

OER Comment No. 11:

Further, we suggest that the Company consider metering capability of control systems. However, the metering should not be used for billing purposes as these systems may not be in alignment with revenue grade meter requirements yet. Note that an ANSI standard is in development for these systems to develop outdoor lighting metering accuracy requirements, but this is a couple years out.

Response:

The proposition to use metered, or "intelligent" control technology further supports the position that metering is the adoption of technology that allows for the nearly limitless operational conditions. The Company is actively involved with various industry organizations associated with the technology in an effort to promote standardization and industry adoption of the metering technology in streetlighting applications.

OER Comment No. 12:

If the Company chooses not to provide an option for custom operating schedules and methods per above comment, we strongly suggest that the company offer at least two additional options for "Dimming", and two additional options for "Part-night", that would accommodate additional control schedules and methods.

Response:

For the Company to incorporate additional operating schedule options beyond the requirements of the Act, it will need evidence of significant anticipated customer participation in addition to information concerning time and cost considerations to facilitate the required information systems and process changes prior to adopting such additional operating schedules.

OER Comment No. 13:

To further support the need for custom operating schedules and methods, we offer examples below of additional control schemes that have been employed or are being considered by other municipalities. These are only some examples and there are many more being considered.

- Street and area lights operate at full power from approximately one-half hour after sunset until 3am after entertainment venues have closed. The street lights remain at reduced power until one-half-hour before sunrise, at which point they turn off.
- Street and area lights (in some types of business districts, for example) operate at full power from approximately one-half hour after sunset until approximately one-half hour before sunrise, except on weekends, where they will operate at a reduced (e.g. 50%) power level.
- Street and area lights (near stadiums, for example) operate at a reduced (e.g. 50%) power level from approximately one-half hour after sunset until approximately one-half hour before sunrise, except on NN (specified minimum number) days per year (when games or other events are occurring in the stadium, for example), where they will operate at full power.
- Street and area lights operate daily at an average NN% (specify maximum) power level, from approximately one-half hour after sunset until approximately one-half hour before sunrise. Some street and area lights will operate at a higher level (in higher crime areas/neighborhoods, or neighborhoods that prefer higher light levels, for example), and some will operate at a lower level (in lower crime areas/neighborhoods, or neighborhoods that prefer lower light levels, for example)
- Street and area lights operate at a reduced (e.g. 75%) power level from approximately one-half hour after sunset until approximately one-half hour before sunrise, except for NN (specified maximum number) hours per year (activated by fire, police, or other safety/emergency events), when they will operate at full power.
- Street and area lights operate at full power level from approximately one-half hour after sunset until approximately one-half hour before sunrise, except for NN (specified minimum number) hours per year (activated by demand response events), when they will operate at a reduced (e.g. 50%) power level.
- Street and area lights (near observatories, or animal breeding areas) operate at a full output and nominal (e.g. 4000K) CCT from approximately one-half hour after

OER Comment No. 13 continued:

sunset until approximately one-half hour before sunrise, except on NN (specified minimum number) days per year, where they will operate at full output and alternate CCT, resulting in a relative NN% (specify minimum decrease, or maximum increase) change in power.

Response:

The custom conditions referenced above as desired operating schedules exemplify the potential variability of the technology in addition to the randomness associated with individual customer choice, all of which is inconsistent with an unmetered energy consumption determination and billing application.

OER Comment No. 14:

- On Definitions of "Dimming" and "Part-Night":
 - 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 50% 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 no greater than 2,447 hours at full energy requirements and 1,728 hours at reduced energy requirements, respectively, each year.
 - 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 2,447 hours each year.

We do not believe municipalities will be likely to implement the control scheme as described in these definitions. For example, they are more likely to turn off the lights at a prescribed hour of the night, such as 2am, rather than "a time equal to the mid-point of the previous Dusk-to-Dawn service period. We suggest modifications to the definitions as follows:

- Dimming – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a prescribed time period or hour, then an assumed 50% reduction in wattage and energy requirements for a period of reduced light output, at which time and as necessary, returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of no greater than 2,447 hours at full energy requirements and 1,728 hours at reduced energy requirements, respectively, each year.
- Part-Night – Street and area lights operate daily from approximately one-half hour after sunset then turn off at a time equal to a prescribed time period or hour, and as necessary, turn back on until approximately one-half hour before sunrise, a total of no greater than 2,447 hours each year.

Response:

The operating schedule concept is not intended to meet specific customer-defined operating conditions as presented in the OER's example above. The proposed individual operating schedules promote incremental annual energy consumption limits or thresholds from which the appropriate billing determinants are used to provide unmetered energy consumption billing to the customer. Therefore, the Company will not be revising the definitions as the OER recommends. The Company will, however, incorporate the OER's recommendation of a 70% reduction in wattage for its dimming operating schedule in place of the 50% the Company previously proposed.

Process and Standards for Municipalities – Prior to Purchasing Street Light Inventories

OER Comment No. 15-1:

The draft tariff has been prepared from the perspective that a municipality has already purchased its street lighting inventory from the Company, but we believe it is critical that the purchasing process and the standards for a municipality to make the decision on taking ownership of the street light inventory are both present in the tariff. There are four examples of why this important to the OER and municipalities:

1. Purchase and Sales Agreement, and various License Agreements are referred to in the drafted tariff but are not included. These must be included, at least as a form of contract. These are part of the purchase of the lights for a municipality.

Response:

The proposed S-05 Tariff is a contractual document that will govern the Company's provision and billing of electric service to customers who own their street lighting equipment and receive service under the S-05 Tariff. The Agreements are separate contractual documents that, while related to the S-05 Tariff, are separate legal documents. Moreover, the Act does not require the Company to incorporate the Agreements into the S-05 Tariff for the Commission's approval.

OER Comment No. 15-2:

2. The draft tariff requires the municipality to maintain and report to the Company an inventory of the lighting equipment. But this inventory must originally come from the Company as part of the purchase to a municipality. The Act requires the purchase price to be calculated from the "original cost less depreciation..." so this information must be included in the initial inventory presented to the municipality by the Company. The municipalities will maintain relevant parts of the inventory as is stated in your draft.

Response:

The Company provides an inventory report of actively billed lighting facilities to all unmetered lighting service customers upon request. This inventory report includes the billable components such as a luminaire or non-distribution pole in an Excel spreadsheet format and is extracted from the Company's Customer Service System used for billing purposes. Each location is assigned a unique identifying sequence based on the physical location and its designated labeling format. The Company will provide S-05 Tariff customers with a similar inventory report as part of their purchase of street lighting equipment. However, after the purchase of the streetlights, the customer is able to make changes to that inventory over time. Therefore, the nature of the inventory is not static, and to ensure accurate billing in compliance with the S-05 Tariff, the Company will need to receive inventory reports from the customer to compare against the inventory in its billing system to ensure any changes made by the customer after its purchase are properly reflected in the Company's billing under the S-05 Tariff.

OER Comment No. 15-3:

3. The draft tariff includes a statement that the Company can require the municipality to "...purchase insurance or a bond to ensure such indemnification and assumption of liability is effective." Municipalities manage risk in a strict regulatory and legal framework, and cannot be under this kind of requirement. Further, the Purchase and Sale agreement is the appropriate document to address these issues.

Response:

The Company addresses these issues concerning liability and indemnification in more detail in the Agreement for Sale. However, in efforts to promote a continuous contractual condition and consistent with tariffs associated with other service territories, the Company believes that it is also appropriate to include a reference to liability and indemnification in the S-05 Tariff. The Company has, however, revised the language in the proposed S-05 Tariff to reflect that it shall have the right to require the customer to show proof of insurance and/or a bond naming the Company as beneficiary to assure that indemnification and assumption of liability is effective (as opposed to having the right to require the customer to purchase such insurance and/or a bond).

OER Comment No. 15-4:

4. The paragraph entitled "Termination of Municipal Ownership" is not appropriate in the tariff, but the issues it addresses could be detailed in the Purchase and Sales agreement.

Response:

The operating schedule concept is not intended to meet specific customer-defined operating conditions as presented in the OER's example above. The proposed individual operating schedules promote incremental annual energy consumption limits or thresholds from which the appropriate billing determinants are used to provide unmetered energy consumption billing to the customer. Therefore, the Company will not be revising the definitions as the OER recommends. The Company has, however, revised the proposed operating schedules for Dimming and Part-Night.

The Narragansett Electric Company
d/b/a National Grid
Responses to the Office of Energy Resource's ("OER") September 4, 2013 Comments
In Re: Proposed Street and Area Lighting
Customer Owned Equipment S-05 Tariff

ATTACHMENT 1

The Narragansett Electric Company
d/b/a National Grid
Responses to the Office of Energy Resource's ("OER") September 4, 2013 Comments
In Re: Proposed Street and Area Lighting
Customer Owned Equipment S-05 Tariff

ATTACHMENT 2

	Standard Offer Base Charge	Standard Offer Adjustment	Standard Offer Service Admin. Cost Factor	Total Commodity Charges	Renewable Energy Standard Charge
	A	B	C	D=A+B+C	E
Residential Group A-16, A-60					
July 1, 2013	\$0.06550	(\$0.00087)	\$0.00104	\$0.06567	\$0.00512
August 1, 2013	\$0.06550	(\$0.00087)	\$0.00104	\$0.06567	\$0.00512
September 1, 2013	\$0.06550	(\$0.00087)	\$0.00104	\$0.06567	\$0.00512
October 1, 2013	\$0.06550	(\$0.00087)	\$0.00104	\$0.06567	\$0.00512
November 1, 2013	\$0.06550	(\$0.00087)	\$0.00104	\$0.06567	\$0.00512
December 1, 2013	\$0.06550	(\$0.00087)	\$0.00104	\$0.06567	\$0.00512
<i>Effective Date of Last Rate Change:</i>	07/01/13	04/01/13	04/01/13		04/01/13
Commercial Group C-06, G-02, S-06, S-10, S-14 (1)					
Variable Price Option:					
July 1, 2013	\$0.06789	\$0.00094	\$0.00101	\$0.06984	\$0.00512
August 1, 2013	\$0.06598	\$0.00094	\$0.00101	\$0.06793	\$0.00512
September 1, 2013	\$0.05907	\$0.00094	\$0.00101	\$0.06102	\$0.00512
October 1, 2013	\$0.06119	\$0.00094	\$0.00101	\$0.06314	\$0.00512
November 1, 2013	\$0.06761	\$0.00094	\$0.00101	\$0.06956	\$0.00512
December 1, 2013	\$0.08477	\$0.00094	\$0.00101	\$0.08672	\$0.00512
<i>Effective Date of Last Rate Change:</i>	07/01/13	04/01/13	04/01/13		04/01/13
Fixed Price Option:					
July 1, 2013	\$0.06755	\$0.00094	\$0.00101	\$0.06950	\$0.00512
August 1, 2013	\$0.06755	\$0.00094	\$0.00101	\$0.06950	\$0.00512
September 1, 2013	\$0.06755	\$0.00094	\$0.00101	\$0.06950	\$0.00512
October 1, 2013	\$0.06755	\$0.00094	\$0.00101	\$0.06950	\$0.00512
November 1, 2013	\$0.06755	\$0.00094	\$0.00101	\$0.06950	\$0.00512
December 1, 2013	\$0.06755	\$0.00094	\$0.00101	\$0.06950	\$0.00512
<i>Effective Date of Last Rate Change:</i>	07/01/13	04/01/13	04/01/13		04/01/13
Industrial Group B-32, G-32, B-62, G-62, X-01					
April 1, 2013	\$0.05670	(\$0.00487)	\$0.00069	\$0.05252	\$0.00512
May 1, 2013	\$0.05203	(\$0.00487)	\$0.00069	\$0.04785	\$0.00512
June 1, 2013	\$0.06008	(\$0.00487)	\$0.00069	\$0.05590	\$0.00512
July 1, 2013	\$0.06920	(\$0.00487)	\$0.00069	\$0.06502	\$0.00512
August 1, 2013	\$0.06596	(\$0.00487)	\$0.00069	\$0.06178	\$0.00512
September 1, 2013	\$0.05844	(\$0.00487)	\$0.00069	\$0.05426	\$0.00512
<i>Effective Date of Last Rate Change:</i>	07/01/13	04/01/13	04/01/13		04/01/13

Market Price Adjustment / Billing Adjustment When Leaving Standard Offer Service - applicable only to Residential Group and Commercial Group with Fixed Price Option					
Residential Group					
July 1, 2013	\$0.06512	(\$0.00087)	\$0.00104	\$0.06529	
August 1, 2013	\$0.06430	(\$0.00087)	\$0.00104	\$0.06447	
September 1, 2013	\$0.06139	(\$0.00087)	\$0.00104	\$0.06156	
October 1, 2013	\$0.06284	(\$0.00087)	\$0.00104	\$0.06301	
November 1, 2013	\$0.06478	(\$0.00087)	\$0.00104	\$0.06495	
December 1, 2013	\$0.07480	(\$0.00087)	\$0.00104	\$0.07497	
Commercial Group					
July 1, 2013	\$0.06789	\$0.00094	\$0.00101	\$0.06984	
August 1, 2013	\$0.06598	\$0.00094	\$0.00101	\$0.06793	
September 1, 2013	\$0.05907	\$0.00094	\$0.00101	\$0.06102	
October 1, 2013	\$0.06119	\$0.00094	\$0.00101	\$0.06314	
November 1, 2013	\$0.06761	\$0.00094	\$0.00101	\$0.06956	
December 1, 2013	\$0.08477	\$0.00094	\$0.00101	\$0.08672	

Taxes and other rate clauses apply as usual and will appear on customer bills as applicable.

Column Descriptions:

- A. Base charges in compliance with the Standard Offer Service/Renewable Energy Standard 2013 Procurement Plans
- B. per R.I.P.U.C. No. 2113, Standard Offer Service Adjustment Provision
- C. per R.I.P.U.C. No. 2113, Standard Offer Service Adjustment Provision
- D. Column (A) + Column (B) + Column (C)
- E. The Renewable Standard Energy Charge is collected from SOS customers for the purpose of acquiring a portion of Rhode Island's energy supply from renewable energy resources, as required by R.I. General Laws section 39-26-1.

(1) The Fixed Price Option will be the customary option for customers served under rate C-06. The Variable Price Option will be the customary option for customers served under rates G-02, S-06, S-10 and S-14.

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

Deleted: S-5

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.

I. 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	<u>380</u>	<u>242</u>
	205	205	1,796	856	<u>742</u>	<u>472</u>

Deleted: 348

Deleted: 357

Deleted: 679

Deleted: 502

THE NARRAGANSETT ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER-OWNED EQUIPMENT 5-05
RETAIL DELIVERY SERVICE

Deleted: 5-5

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	Part-Night
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

- Deleted: 430
- Deleted: 318
- Deleted: 699
- Deleted: 516
- Deleted: 1,016
- Deleted: 751
- Deleted: 1,579
- Deleted: 1,167
- Deleted: 3,626
- Deleted: 2,679
- Deleted: 1,493
- Deleted: 1,104
- Deleted: 3,569
- Deleted: 2,638
- Deleted: 202
- Deleted: 149
- Deleted: 285
- Deleted: 210
- Deleted: 391
- Deleted: 289
- Deleted: 573
- Deleted: 423
- Deleted: 1,007
- Deleted: 744
- Deleted: 1,556
- Deleted: 1,150
- Deleted:

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	Part-Night
Light Emitting Diode (LED)	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

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

2. Other Fees and Charges:

Fee or Charge Type	Charge Amount
Lighting Service Charge	See Terms and Conditions for Distribution Service
Field Survey Charge	See License Agreement for Street and Area Lighting, Section 4.1

Deleted: 1

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

Deleted: S-5

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.

Deleted: 1

THE NARRAGANSETT ELECTRIC COMPANY

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

Deleted: S-5

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

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.

Deleted: 1

THE NARRAGANSETT ELECTRIC COMPANY

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

Deleted: S-5

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 no greater than 2,301 hours at full energy requirements and 1,874 hours at reduced energy requirements, respectively, each year.

Deleted: 50

Deleted: 2,447

Deleted: 1,728

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.

Deleted: 2,447

Deleted: Customer

Deleted: bc

Deleted: cd

Deleted: applicable Hours of Operation and associated

Deleted:

Deleted:

Deleted: f

Deleted: 358

Deleted: 275

Deleted: 294

Deleted: 221

Deleted: 293

Deleted: 222

Deleted: 243

Deleted: 178

Deleted: 212

Deleted: 145

Deleted: 187

Deleted: 124

Deleted: 203

Deleted: 139

Deleted: 236

Deleted: 171

Deleted: 269

Deleted: 201

Deleted: 319

Deleted: 246

Deleted: 332

Deleted: 247

Deleted: 363

Deleted: 3,311

Deleted: 2,447

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

Month	Days	Continuous	Dusk-To-Dawn	Dimming	Part-Night
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**

Deleted: S-5

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.

Deleted: purchase insurance or

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 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 Rate S-05 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 the Rate S-05, 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.

Deleted: MUNICIPAL OWNERSHIP

Deleted: rate

Deleted: s. The

Deleted: may

Deleted: and

Deleted:

Deleted: and

Deleted: .

Deleted: or

Deleted: .

Deleted: will

Deleted: and

Deleted: and

Deleted: ?

Deleted: ?

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.

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

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

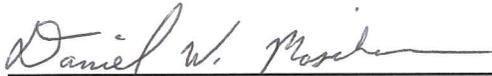
IN RE: TARIFF ADVICE FILING FOR)
CUSTOMER-OWNED STREET & AREA)
LIGHTING PROPOSAL)
_____)

DOCKET NO. 4442

Entry of Appearance

On behalf of the Rhode Island Office of Energy Resources, I, Daniel W. Majcher, Esq., hereby enter my appearance for the above mentioned docket.

Respectfully Submitted,



Daniel W. Majcher, Esq. (Bar ID #7265)
Rhode Island Department of Administration
Division of Legal Services
One Capitol Hill, 4th FL.
Providence RI, 02908
PHONE: (401) 222-8880
FAX: (401) 222-8244
EMAIL: daniel.majcher@doa.ri.gov

11/1/2013

Date

CERTIFICATE OF MAILING

I hereby certify that on the 1st day of November 20 13, I mailed a true copy of this Entry of Appearance by regular mail, postage prepaid to the Rhode Island Public Utilities Commission.



Signature of Person Certifying Mailing

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

Name/Address	E-mail Distribution	Phone
Thomas Teehan, Esq. National Grid 280 Melrose Street Providence, RI 02907	Thomas.teehan@nationalgrid.com	401-784-7288
	celia.obrien@nationalgrid.com	
	Joanne.scanlon@nationalgrid.com	
	Jeanne.lloyd@nationalgrid.com	
	John.walter@nationalgrid.com	
	Raquel.Webster@nationalgrid.com	
Leo Wold, Esq. Dept. of Attorney General 150 South Main St. Providence, RI 02903	Lwold@riag.ri.gov	401-274-4400 Ext. 2218
	Jmunoz@riag.ri.gov	
	dmacrae@riag.ri.gov	
	jspirito@ripuc.state.ri.us	
	Dstearns@ripuc.state.ri.us	
	Jlanni@ripuc.state.ri.us	
	jshilling@ripuc.state.ri.us	
	Sscialabba@ripuc.state.ri.us	
Seth H. Handy, Esq. (for RILCT / WCRPC) HANDY LAW, LLC 42 Weybosset Street Providence, RI 02903	seth@handylawllc.com	401-626-4839
Dan Beardsley, Executive Director RI League of Cities and Towns (RILCT) One State St., Suite 502 Providence, RI 02908	dan@rileague.org	401-272-3434
	peder@rileague.org	
Jeff Broadhead, Executive Director Washington County Regional Planning Council (WCRPC) 344 Main St., Suite 202 Wakefield, RI 02879	jb@wcrpc.org	401-792-9900
Chris Kearns, Chief Program Development RI Office of Energy Resources (OER) One Capitol Hill, 4 th Fl. Providence, RI 02808	Christopher.Kearns@energy.ri.gov Marion.Gold@energy.ri.gov	401-574-9113
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
R. Daniel Prentiss, P.C. (for EERMC) Prentiss Law Firm One Turks Head Place, Suite 380 Providence, RI 02903	dan@prentisslaw.com	401-824-5150
S. Paul Ryan (EERMC)	spryan@eplaw.necoxmail.com	401-289-0184
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
	Cynthia.WilsonFrias@puc.ri.gov	
	Nicholas.ucci@puc.ri.gov	
	Alan.nault@puc.ri.gov	
	Dilip.shah@puc.ri.gov	