



for the efficiency and efficacy of this tariff process, and thereby make relevance an issue that now requires resolution.

The proposed tariff and National Grid's own testimony indicate how important their proposed purchase and sale and licensing agreements are to the implementation of this program. Sheet 1 of the draft tariff reads:

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.

At page 12 of her testimony, Ms. Lloyd is asked the following question:

**Will there be a document which governs the rights and responsibilities of the customer and the Company pertaining to customer-owned streetlighting?**

She replies:

A. Yes. In addition to the proposed Rate S-05 tariff, the Company will require the customer to execute a license agreement that identifies, in greater detail, the rights and responsibilities associated with service under the Rate S-05 tariff.

At page 18 of his testimony, Mr. Walter states "Additionally, other charges contained within the License Agreements may be applicable to customers requesting additional lights or relocation of existing lights" including a "Field Survey Charge" and "Make Ready Charges." Then again, on page 20 of his testimony, Mr. Walter discusses "Issues Related to Customer Purchase of Lighting Assets" by stating that "The Company will require the customer to execute a License Agreement which will address the roles and responsibilities of both parties relative to the identified issues" adding that "it is imperative for the customer to comply with all terms and conditions of the License Agreements."

There can be no question that both the proposed purchase and sale and licensing agreements contain

terms essential to the municipality's purchase and operation of streetlights as contemplated in the Act.

The Office of Energy Resources, when consulted in the development of the tariff, asked that these agreements be included in the tariff filing. National Grid responded:

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.

There are at least two shortcomings in this response. First, it is entirely clear that the proposed S-05 Tariff is not the only contractual document that "governs the Company's provision of electric service to municipalities that seek to purchase and operate their streetlights." Second, the Act did not contemplate these separate agreements that were first proposed by National Grid in its tariff filing, so the fact that the Act did not require their production in this proceeding is immaterial. These agreements are integral to the implementation of the Act and the tariff. Data requests pertaining to the proposed agreements must be answered completely without objection.

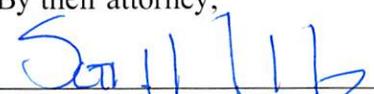
Finally, the agreements contain significant charges and cost implications to the Municipalities that are not otherwise addressed in the filed tariff. If the PUC agrees with National Grid's positions that these agreements are not relevant to this proceeding, National Grid should be ordered to remove any such charges or cost implications from the agreements and propose a new tariff directly addressing those charges and implications and the Municipalities will need to immediately initiate a separate proceeding otherwise addressing the agreements.

WHEREFORE, the League and WCRPC asks that the PUC order complete responses to their second set of data requests without objection and issue a ruling on the relevancy of the agreements to this tariff proceeding.

Respectfully submitted,

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

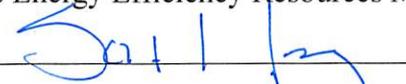
By their attorney,



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CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2013, I mailed this pleading and 9 photocopies to the RI PUC and sent a true copy of the document by electronic mail to the parties, the Office of Energy Resources, 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.



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Seth H. Handy