

retaining right to remove all attachments) and 15.3 (removing National Grid's right to terminate the license), but neglected edits to the following sections that were proposed by the Towns and are required to prevent revocation: §§2.3, 2.4, 3.1.3, and 3.1.4 (additional edits). In addition, in §4.3.3, if National Grid can charge the Towns for changes it or any other attachee proposes to make to the pole it can effectively terminate the license (for example, by deciding to remove and replace the pole at the Towns' expense).

- b. Company Work: The Memo concludes that "Once the municipalities acquire ownership of the streetlights, they should be able to work on their facilities so long as they do not interfere with the delivery of electricity, comply with safety requirements, and indemnify the Company against any damage that might be caused." National Grid's revisions do not reflect this result at all. The agreement must now reflect the Town's proposed edits to the definition of "material change" and §§ 4.1.1, 4.1.3 and 4.2.1 in order to accomplish the Commission's ordered result.
- c. Transfer of access rights: On page 2 of the Memo, Mr. Hahn concludes that National Grid should be required to transfer rights obtained for its own attachments to the poles "if cost of acquiring these rights were included in the plant costs of the lighting facilities being purchased, and NGRID should recover any reasonable costs as part of the purchase price." Then on page 5, he states, "I believe it's appropriate for the Company to retain ownership of these easements and rights, as they are needed to operate the electric distribution system." Since the Towns merely seek the benefits of any rights National Grid has related to the streetlight attachments the Towns are paying for, §2.5 of the agreement must be

revised to allow the Towns to assume the benefits of any such rights included in the plant costs of the lighting facilities being purchased, per the Towns proposal. A streetlight clearly has little actual value if it does not come together with the rights to attach to the pole or underground infrastructure that makes it work.

We respectfully request the Commission's assistance in resolving these matters.

Respectfully submitted,

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

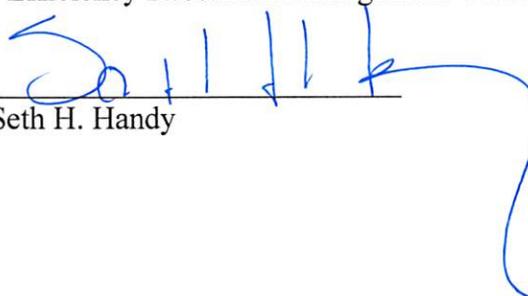
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CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2014, I mailed this original pleading and 9 photocopies to the 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.



Seth H. Handy