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March 19, 2019

Via Electronic Mail and Hand Delivery

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

Re: City of East Providence Streetlight Petition – Docket No. D-19-04

Dear Ms. Massaro:

Enclosed for filing in the above-referenced matter are originals, plus four (4) copies of the following documents to be filed on behalf of Narragansett Electric Company d/b/a National Grid:

- Answer to Petition of the City of East Providence;
- Entry of Appearance by Adam M. Ramos; and
- Entry of Appearance by Andrew S. Tugan.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andrew S. Tugan", written over a horizontal line.

Andrew S. Tugan

AST:cw
Enclosures

58538324 (57972.175943)

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

THE CITY OF EAST PROVIDENCE

V.

NATIONAL GRID

Docket No.: D-19-04

ENTRY OF APPEARANCE

I, Adam M. Ramos, hereby enter my appearance as counsel for The Narragansett Electric Company, d/b/a National Grid.

Respectfully submitted,

The Narragansett Electric Company d/b/a
National Grid
By its Attorney,

/s/ Adam M. Ramos _____

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Dated: March 19, 2019

58538381 (57972.175943)

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

THE CITY OF EAST PROVIDENCE

V.

NATIONAL GRID

Docket No.: D-19-04

ENTRY OF APPEARANCE

I, Andrew S. Tugan, hereby enter my appearance as counsel for The Narragansett Electric Company, d/b/a National Grid.

Respectfully submitted,

The Narragansett Electric Company d/b/a
National Grid
By its Attorney,

/s/ Andrew S. Tugan

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Dated: March 19, 2019

58538259 (57972.175943)

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

Docket No.: D-19-04

THE CITY OF EAST PROVIDENCE

V.

NATIONAL GRID

ANSWER TO PETITION OF THE CITY OF EAST PROVIDENCE

Defendant, The Narragansett Electric Company d/b/a National Grid (“National Grid” or “Defendant”), by and through its undersigned attorneys, hereby responds to the Petition as follows:

Preliminary Statement

While the City of East Providence (“City” or “East Providence”) alleges that it sought to purchase streetlight assets in the City pursuant to the Municipal Streetlight Investment Act (the “Act”), the City is unwilling to: 1) pay the purchase price that National Grid provided to the City; or 2) enter into agreements with National Grid on substantially the same terms as National Grid has entered into with other Rhode Island municipalities purchasing public street and area lighting equipment pursuant to the Act. National Grid denies that its actions violate the Act and asks that, if the City seeks to purchase streetlight assets in the City pursuant to the Act, it do so on substantially similar terms as any other municipality, including being current on all utility bills concerning those assets at the time of closing.

I. Parties

1. National Grid admits that the City receives streetlight service from National Grid.
2. National Grid admits that it provides electric distribution service in Rhode Island.

II. Jurisdiction

3. National Grid admits the Rhode Island Division of Public Utilities and Carriers (“Division”) has jurisdiction pursuant to R.I. Gen. Laws § 39-30-3(e) over certain disputes relating to the Act. National Grid denies that Division has jurisdiction pursuant to R.I. Gen. Laws § 42-35-8 to determine whether a tariff approved by the Rhode Island Public Utilities Commission (“PUC”) violates R.I. Gen. Laws § 39-20-1 *et seq.*

III. Facts

4. Admitted.

5. National Grid admits that Paragraph 5 excerpts and emphasizes a portion of R.I. Gen. Laws § 39-30-1.

6. National Grid admits that the City sent the letter attached as Exhibit 1 to its Petition.

7. National Grid admits that Paragraph 7 excerpts a portion of R.I. Gen. Laws § 39-30-1.

8. National Grid admits that the City has requested a purchase price for streetlighting assets within the City on multiple occasions and, in response to those requests, National Grid has provided a purchase price based on the value of those assets at the time of the City’s request.

9. Paragraph 9 contains a conclusion of law to which no response is required.

10. National Grid denies that it has refused to comply with the Act or that it has received any improper benefit from the City. National Grid has on multiple occasions provided East Providence with a purchase price for streetlight assets in the City, and the City has refused to purchase those assets.

11. Denied. National Grid has complied with the Act.

12. National Grid denies that it has refused to comply with the Act. National Grid has on multiple occasions provided East Providence with a purchase price for streetlight assets in the City and the City has refused to purchase those assets.

CLAIM I
Timeliness Violations of the Municipal Streetlight Investment Act

13. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 12 as though fully set forth herein.

14. Denied.

15. Paragraph 15 contains a conclusion of law to which no response is required.

16. Denied.

17. Denied.

CLAIM II
Tariff S-05 Violates the Municipal Streetlight Investment Act

18. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 17 as though fully set forth herein.

19. Paragraph 19 contains a conclusion of law to which no response is required.

20. Paragraph 20 contains a conclusion of law to which no response is required.

21. Paragraph 21 contains a conclusion of law to which no response is required; however, National Grid denies that the City is entitled to use its Petition to challenge a tariff that has already been approved by the PUC.

CLAIM III
The Agreement of Sale and Attachment Agreement
Violate the Municipal Streetlights Investment Act

22. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 21 as though fully set forth herein.

23. National Grid admits that it provided the City with a draft agreement of sale that contains substantially similar terms to draft attachment agreements it has provided every other municipality that has expressed interest in purchasing all of the public street and area lighting equipment of the electric distribution company in the municipality.

24. National Grid admits that it provided the City with a draft attachment agreement that contains substantially similar terms to draft attachment agreements it has provided every other municipality that has expressed interest in purchasing all of the public street and area lighting equipment of the electric distribution company in the municipality. This form of attachment agreement was approved by the PUC in Docket No. 4442.

25. National Grid denies that it is attempting to force the City to sign any agreement or that the draft agreement of sale and attachment agreement violate the Act.

26. National Grid admits that Paragraph 26 excerpts and emphasizes a portion of R.I. Gen. Laws § 39-30-3(b).

27. The allegations in Paragraph 27 apparently refer to the draft Agreement of Sale and draft Agreement for Customer-owned Street and Area Lighting Attachments attached to the City's Petition. The terms of those documents speak for themselves and National Grid denies any characterization of those documents.

28. The allegations in Paragraph 28 apparently refer to the draft Agreement of Sale and draft Agreement for Customer-owned Street and Area Lighting Attachments attached to the City's Petition. The terms of those documents speak for themselves and National Grid denies any characterization of those documents.

29. Paragraph 29 contains a conclusion of law to which no response is required.

30. The allegations in Paragraph 30 apparently refer to the draft Agreement of Sale and draft Agreement for Customer-owned Street and Area Lighting Attachments attached to the City's Petition. The terms of those documents speak for themselves and National Grid denies any characterization of those documents.

31. Paragraph 31 contains a conclusion of law to which no response is required.

32. Paragraph 32 contains a conclusion of law to which no response is required.

CLAIM IV
The Agreement of Sale and Attachment Agreement
Require the City to Purchase Lighting Equipment for which the
City has no Legal Property Interest

33. Defendant repeats and incorporates by reference its response to the allegations contained in paragraphs 1 through 32 as though fully set forth herein. Answering further, the Act requires the City to purchase "all of the public street and area lighting equipment of the electric distribution company in the municipality." R.I. Gen. Laws § 39-30-3(a)(3).

34. National Grid admits that there may be lighting equipment in the City that is owned by private parties, or federal or state entities; however, National Grid denies that this lighting is considered "public street and area lighting equipment" pursuant to the Act.

35. Denied. The equipment that the City seeks to purchase is currently owned by National Grid. If the City desires to make a purchase pursuant to the Act, then it must purchase assets pursuant to the Act.

Answering further, National Grid denies that the City is entitled to any of the relief requested in the "WHEREFORE" paragraph following paragraph 35. Instead, National Grid respectfully requests that the Division issue an Order making the following rulings:

1. If East Providence decides to purchase, pursuant to the Act, the streetlight assets in East Providence (the Streetlight Assets), East Providence must enter into a purchase and sale

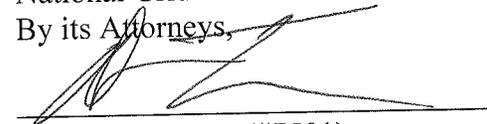
agreement for Streetlight Assets in East Providence that is substantially the same as the purchase and sale agreements that National Grid has entered into with all other Rhode Island municipalities for purchases under the Act.

2. If East Providence decides to purchase the Streetlight Assets in East Providence, East Providence must enter into an attachment agreement for Streetlight Assets in East Providence that is substantially the same as the attachment agreement approved by the PUC in Docket No. 4442.

3. East Providence has no grounds under the Act to withhold payment from National Grid as a result of East Providence's dispute arising in connection with the exercise of its options under the Act.

Respectfully submitted,

The Narragansett Electric Company d/b/a
National Grid
By its Attorneys,



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Andrew S. Tugan (#9117)
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Dated: March 19, 2019