

<p>The City of East Providence</p> <p>V.</p> <p>National Grid</p>

CITY OF EAST PROVIDENCE SUBJECT INDEX
FOR
MEMORANDUM OF LAW IN SUPPORT PETITION FOR RELIEF

○ Jurisdiction	1
○ Concise Statement of the Case	2
○ Statutory Interpretation	3
○ Claim 1: Timeliness Violations of the MSIA	4
○ Timeliness of the Municipal Right to Acquire Lighting Equipment and National Grid’s Right to Compensation Under the Municipal Streetlight Investment Act	4
▪ The City’s Right to Acquire Lighting Equipment	8
▪ National Grid’s Right to Compensation	11
○ Claim 2: Tariff S-05 Violates the MSIA	16
○ Timing of the Removal of the Facilities Charge	17
○ Timing of the Increased Retail Delivery Rate	18
○ Claim 3: The Agreement of Sale and Attachment Agreement Violate the MSIA	20
○ Claim 4: The Agreement of Sale and Attachment Agreement Require the City to Purchase Lighting Equipment for which the City has no Legal Property Interest	23
○ The City Cannot be the S-14 Tariff Customer for State Road Streetlights	24
○ Charges to the City for State Road Streetlights are <i>Void ab Initio</i>	28
○ The City’s Past Payments of State Road Streetlight Charges do not make said Charges Legal	29
▪ Past Practices are Irrelevant Extrinsic Evidence	29
▪ Past Practices do not Bind Municipalities	30
▪ Estoppel is an Insufficient Argument Against a Municipality	33
○ The Inclusion of State Roads in the Sales Agreement	33
○ National Grid Cannot Force the City to Purchase State Road Streetlights	36
○ Proposed Findings of Fact	38
○ Proposed Conclusions of Law	39
○ Conclusion	43