

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

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| Re: National Grid’s Application to Change Terms and Conditions – Municipal Aggregation |)))) | RIPUC Docket No. 5058 |
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COMMENTS OF COLONIAL POWER GROUP, INC.

On August 11, 2020, The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”) applied to the Rhode Island Public Utilities Commission (“PUC”) to establish terms and conditions for municipal aggregators. Colonial Power Group, Inc. (“Colonial”) submits these comments in response to the Procedural Schedule issued by the PUC on this matter on September 4, 2020 in the docket referenced above.

Colonial believes that National Grid’s affiliate has administered municipal aggregation plan service in an efficient, helpful and constructive manner and, therefore, appreciates and supports National Grid’s approach to draw heavily from the existing terms and conditions for municipal aggregators in Massachusetts as reviewed and approved by the Massachusetts Department of Public Utilities. Taking such an approach will allow Rhode Island municipalities, aggregation plan customers, and plan service providers to benefit from administrative efficiencies. Aligning procedures and obligations across the two states will likely facilitate interest and efficient market participation from non-regulated power producers, who are also active in the municipal aggregation market in Massachusetts.

Colonial has identified some modest enhancements for consideration, including clarifications of operational practices currently performed by the Company in Massachusetts and a small number of enhancements drawn from experience that Colonial believes will yield important

benefits for consumers in Rhode Island.

Colonial describes its proposed changes below (aside from non-substantive word changes) and has included an accompanying mark-up of the terms and conditions as filed by National Grid in the form of Exhibit A to these comments in order to aid the Commission's review. Colonial respectfully submits that the terms and conditions filed by National Grid, inclusive of Colonial's requested changes, will benefit those communities in Rhode Island who wish to develop, launch, and manage a municipal aggregation program for the benefit of their residents and local businesses.

Overarching Items.

In several sections throughout the proposed terms and conditions, Colonial inserted the phrase "or its agent" following reference to the Municipal Aggregator. As defined within the Company's proposed terms and conditions, and consistent with R.I. General Laws, Municipal Aggregator means the municipality (or group of municipalities) providing the aggregation program to its residents and businesses. If municipal aggregation programs in Rhode Island develop and operate similar in structure as those in Massachusetts, it is quite likely that municipal officials will engage with consultants, such as Colonial¹, who will operate on behalf of the Municipal Aggregators as their agent. Such agents perform much of the administrative functions on behalf of the programs, including gathering customer and customer usage information from National Grid as described in the Company's proposed terms and conditions. Colonial submits that this suggestion is merely a reflection of the use of slightly different provisions in the applicable legislation.

Section 3B. Distribution Company.

Colonial's recommended change in Section 3B(11) would provide for the ability to obtain duplicate electronic data interchange transactions of those provided to the designated Supplier of

¹ Colonial Power Group, Inc. received its registration from the PUC as a Nonregulated Power Producer in D-96-6-T7.

the Municipal Aggregator. Such information is extremely valuable to the Municipal Aggregator to independently track, among other things, customer enrollments, drops, opt-outs, product changes, and usage. For example, such information is particularly valuable to the Municipal Aggregator for collecting and sharing with potential Supplier respondents in future solicitations for power supply. Without direct access to program data, the Municipal Aggregator is otherwise beholden to its existing Supplier to provide complete, accurate, and unmodified records. Colonial has experienced occasions when data received from the incumbent Supplier was deficient, modified, or otherwise suspect. Information provided to the Municipal Aggregator from National Grid directly pursuant to the proposed terms and conditions will be superior and helpful to successful plan administration..

Section 3C. Municipal Aggregator.

Colonial proposes the deletion of Section 3C(6)(c), as it is not clear what the proposed provision is intended to cover. Colonial acknowledges that an alternative revision might also address this concern.

Section 4. Pre-Enrollment Information.

In Section 4A, Colonial seeks to add further details to clarify that the Company will provide aggregate historical consumption usage information, by customer group and generation indicator for all customers located in the municipality. Such information is valuable for the municipality, as it considers the merits of forming a Municipal Aggregation program, to understand the current status and associated electricity consumption of residents and businesses located in the municipality. Officials of the municipality will want to understand the potential volumes by customer group, the seasonal fluctuations by month, and also gain an understanding of customers and their usage volumes that are taking supply from nonregulated power producers (at that point in time). For example, such customers could become eligible to participate in a municipal's program in the future

as contracts expire. To emphasize, such information described in this section would only be provided in aggregate and would reveal no individual customer names, addresses or other identifying information.

In Section 4B, Colonial seeks to add additional specificity regarding the information to be provided to a Municipal Aggregator at any time following the approval of its program by the PUC. The information detailed in Section 4B is important both prior to the initial launch of the program and at different times during program operations (for example, for contract renewals and for periodic program promotions).

In Section 4B(1), Colonial sets out the specific information that would be valuable to municipalities for the purpose of sending program promotional materials to residents and business owners located within the community. Based on Colonial's experience in Massachusetts, many municipal officials want to take an active role to increase customer awareness of their electricity options. They envision conducting broad consumer education efforts across all of the municipality's residential and small commercial customers to highlight consumer protection issues and the emerging alternative opportunities to be made available to residents under their Municipal Aggregation plan. Such outreach is particularly valuable in economically vulnerable neighborhoods that may have been targeted by apparent predatory electricity marketing practices by certain nonregulated power producers. The program, therefore, may provide an important, additional vehicle for consumer education on the risks and potential responses to the predatory marketing of electricity. Such educational outreach initiatives would be performed at times separate and distinct from the delivery of "opt-out" notices to mitigate any potential customer confusion. Securing a complete customer list from National Grid for use in such outreach would be invaluable to address a range of educational and consumer protection objectives.

It is worth noting that Colonial included customer email address as one of the requested data items. Inclusion of customer email recognizes the reality that many consumers vastly prefer electronic correspondence over printed mail. This shift in preference is only likely to grow along with increasing skepticism over the ability of mail service to provide effective and reliable notice. National Grid would include email addresses for those customers or businesses that have expressly selected email as their preferred means of communication. This information set would *not* include data elements necessary for actual customer enrolment (account number or first four characters of last name).

The customer information detailed in Section 4B(2) is the basic information needed by the Municipal Aggregator to solicit competitive price proposals from Suppliers.

Section 12. Other Required Costs.

Colonial recommends that National Grid include the details of its cash posting sequence for customer payments in the terms and conditions rather than referring to EDI procedures. Colonial understands the term “cash posting sequence” to refer to the methodology and order of posting for customer receipts received by National Grid for the various charges included on a customer’s National Grid bill. For example, if National Grid only receives a partial payment from a customer, its posting sequence may have the Company apply partial payments first to delivery service charges and then to supply service charges and only after National Grid’s line items are paid in full. Such details around order of postings is financially material to companies conducting business with National Grid customers, including the designated suppliers of Municipal Aggregators, and therefore should be expressly detailed within the tariff itself. It is of particular importance to Municipal Aggregators who, themselves, are very unlikely to have sufficient and transparent access to National Grid’s EDI procedures.

Conclusion.

Colonial appreciates the opportunity to provide its input and suggestions for clarification and enhancements to a process that is efficiently and successfully administered by the Company's Massachusetts affiliate. Colonial would be pleased to respond to any questions or provide further background information if useful for the Commission's consideration.

EXHIBIT A

**THE NARRAGANSETT ELECTRIC COMPANY
TERMS AND CONDITIONS FOR MUNICIPAL AGGREGATORS**

1. Applicability

- 1A. The following Terms and Conditions shall apply to every Municipal Aggregator that is conducting business pursuant to a municipal aggregation plan which has been adopted and approved in accordance with R.I. Gen. Laws § 39-3-1.2, and that is authorized to do business within the State of Rhode Island and the Company's service territory, and to every Customer doing business with said Municipal Aggregator.
- 1B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in 810-RICR-00-00-1.10(D). In case of conflict between these Terms and Conditions and any orders or regulations of the RIPUC, said orders or regulations shall govern.
- 1C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the RIPUC, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the RIPUC.

2. Definitions

"Aggregator" shall mean an entity which groups together electricity customers for retail sale purposes, except for public entities, quasipublic entities or authorities, or subsidiary organizations thereof, established under the laws of the state.

"Commission" shall mean the Federal Energy Regulatory Commission.

"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Distribution Company" or "Company" shall mean The Narragansett Electric Company.

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

“Electric Data Interchange” or “EDI” shall mean the exchange of business data in a standardized format between business computer systems.

“Eligible Customer” shall mean: (i) Customers receiving Last Resort Service, (ii) Customers receiving Last Resort Service and also enrolled in a green power product that allows Customers concurrent enrollment in Last Resort Service and competitive supply, including Generation Service through a Municipal Aggregation, and (iii) Customers who have requested that their contact information not be shared with Suppliers; and shall exclude: (i) Customers receiving competitive supply, (ii) Customers receiving Last Resort Service and also enrolled in a green power product that does not allow Customers concurrent enrollment in Last Resort Service and competitive supply, including Generation Service through a Municipal Aggregation, and (iii) Customers who have requested from the Distribution Company that they not be enrolled in competitive supply, which encompasses Generation Service through a Supplier or Municipal Aggregator.

“Enrollment Period” shall mean, for a particular Customer, the period of time during which a Municipal Aggregator may submit an enrollment EDI transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer’s next billing cycle.

“Generation Service” shall mean the sale of electricity to a Customer by a Supplier, including capacity and ancillary services such as the provision of reserves and all other services relating to generation required by ISO-NE, and retail offerings that utilize renewable energy certificates or represent alternative compliance payments that are bundled with generation, provided that such products can be billed using the Standard Complete Billing Service platform as described in Section 8B.

“ISO-NE” shall mean ISO New England Inc., authorized by the Commission to exercise for New England the functions required pursuant to the Commission’s Order No. 2000 (and its progeny) and the Commission’s regulations, and any successor organization (including but not limited to a Regional Transmission Organization).

“ISO Tariff” shall mean the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as amended, modified, superseded and supplemented from time to time, and including the Market Rules and Procedures.

“ISO New England Operating Documents” shall mean the ISO Tariff and the ISO New England Operating Procedures, as amended, modified, superseded and supplemented from time to time.

“ISO-NE PTF” shall mean pool transmission facilities included in the ISO Tariff on file with the Commission.

“Last Resort Service” shall mean the service provided by the Distribution Company to a Customer who is not receiving Generation Service from a Supplier. For purposes of clarity, through December 31, 2020, Last Resort Service refers to standard offer service as provided by the Company in accordance with R.I. Gen. Laws § 39-1-27.3(b). Beginning January 1, 2021, Last Resort Service refers to last resort service as provided by the Company in accordance with

R.I. Gen. Laws § 39-1-27.3(c).

“Market Rules and Procedures” shall mean the Market Rules, Manuals and Procedures adopted by the ISO-NE and/or NEPOOL, as may be amended from time to time, and as administered by the ISO to govern the operation of the NEPOOL markets.

“Municipal Aggregation” shall mean a program by which the electrical load of interested electricity consumers who are not otherwise served by an existing nonprofit electric supplier or municipal electric utility is aggregated by a municipality or group of municipalities for the purpose of soliciting bids, brokering, and contracting for electric power and energy services for such customers and approved by the RIPUC pursuant to R.I. Gen. Laws § 39-3-1.2.

“Municipal Aggregator” shall mean an Aggregator that is comprised of a municipality or a group of municipalities, or duly authorized board or agency thereof, that is providing retail load aggregation pursuant to R.I. Gen. Laws § 39-3-1.2.

“NEPOOL” shall mean the New England Power Pool and its successors.

“NEPOOL Agreement” shall mean the Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.

“NEPOOL Rules” shall mean all rules adopted by NEPOOL or ISO-NE, as such rules may be amended, modified, supplemented or superseded and restated from time to time, including but not limited to, the NEPOOL Agreement, the ISO Tariff, the ISO New England Operating Documents, the Transmission Operating Agreement, the Participants Agreement, the NEPOOL Manuals, and the NEPOOL Operating Procedures, as amended, superseded or restated from time to time.

“Opt-Out” shall mean, for a particular customer, the ability to remove itself from the retail load aggregation service provided by a Municipal Aggregator prior to or after enrollment and receive Generation Service from the Distribution Company or a Supplier.

“RIPUC” shall mean the Rhode Island Public Utilities Commission.

“Service Agreement” shall mean an agreement as set forth in Section 3C(5) herein.

“Supplier” shall mean any entity registered and in good standing with the Rhode Island Division of Public Utilities and Carriers to sell electricity to retail Customers in Rhode Island, with the following exceptions: (1) a Distribution Company providing Last Resort Service to its distribution Customers; (2) a nonprofit electric supplier; and (3) a municipal electric utility that is acting as a Distribution Company. A Supplier can sell electricity directly to retail Customers or through a Municipal Aggregator.

“Terms and Conditions” shall mean these Terms and Conditions for Municipal Aggregators.

3. Obligations of Parties

3A. Customer

Subject to the Terms and Conditions herein and unless a Customer chooses to Opt-Out, a Customer within the geographic area serviced by a Municipal Aggregator shall be enrolled to receive its Generation Service from that Municipal Aggregator within 30 days of the Municipal Aggregation being fully operational, and will be deemed to be serviced by that Municipal Aggregator for the purposes of the Distribution Company (1) reporting the Customer’s hourly electric consumption to the ISO-NE, and (2) providing billing services, either directly on behalf of the Municipal Aggregator or through arrangements with a third party.

The Customer may choose to Opt-Out of receiving Generation Service from the Municipal Aggregator. A Customer may elect to Opt-Out by notifying:

- (1) a Supplier and requesting Generation Service from that Supplier, in which case the Supplier will arrange to switch the Customer from the Municipal Aggregator’s Generation Service to the Supplier’s Generation Service in accordance with the Company’s Terms and Conditions for Nonregulated Power Producers;
- (2) the Municipal Aggregator, in which case, the Municipal Aggregator will submit or direct its designated Supplier to submit a “supplier drops customer” EDI transaction, in accordance Section 5B below. Upon such transaction, the Customer will be returned to Last Resort Service; or
- (3) the Company, provided such notification shall only be valid after the Municipal Aggregator has enrolled the Customer to its Generation Service. Prior to such enrollment, the Customer shall be referred to the Municipal Aggregator to renew the Opt-Out notification with the Municipal Aggregator. If the Customer provides a valid Opt-Out notification to the Company, the Customer will be returned to Last Resort Service and the Company will notify the Supplier.

3B. Distribution Company

The Company shall:

- (1) Arrange for or provide (i) regional network transmission service over ISO-NE PTF and (ii) local network transmission service from ISO-NE PTF to the Company’s Distribution System for each Customer, unless the Customer or its Municipal Aggregator otherwise arranges for such service;

- (2) Deliver power over distribution facilities to each Customer Delivery Point;
- (3) Provide customer service and support for Distribution Service;
- (4) Respond to service interruptions or power quality problems;
- (5) Handle connections and terminations;
- (6) Read meters;
- (7) Submit bills to Customers for Distribution Service;
- (8) Address billing inquiries for Distribution Service;
- (9) Answer general questions about Distribution Service;
- (10) Report Municipal Aggregators' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section 9 below;
- (11) Process the electronic data interchange transactions submitted by Municipal Aggregators/Suppliers and send the necessary electronic interchange data transactions to Municipal Aggregators/Suppliers, or duplicate records to both if requested by Municipal Aggregator or its agent, in accordance with Section 5 below, and the general rules and procedures for EDI;
- (12) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its website or by alternate electronic means;
- (13) Provide the following information to Municipal Aggregators before aggregation plan begins: primary customer name, first four characters of last name (required for EDI enrollment purposes), account number (required for EDI enrollment purposes), service address, mailing address for solicitation purposes, distribution rate, and generation indicator (Last Resort Service or Supplier);
- (14) Provide Last Resort Service to Customers in accordance with the Company's applicable tariffs; and
- (15) Provide a list of customers eligible for the Municipal Aggregation, which shall include: (i) Customers receiving Last Resort Service, (ii) Customers receiving Last Resort Service and also enrolled in a green power product that allows Customers concurrent enrollment in Last Resort Service and competitive supply, including Generation Service through a Municipal Aggregation, and (iii) Customers who have requested that their contact information not be shared with Suppliers; and shall exclude: (i) Customers receiving competitive supply, (ii) Customers receiving Last Resort Service

and also enrolled in a green power product that does not allow Customers concurrent enrollment in Last Resort Service and competitive supply, including Generation Service through a Municipal Aggregation, and (iii) Customers who have requested from the Distribution Company that they not be enrolled in competitive supply, which encompasses Generation Service through a Supplier or Municipal Aggregator.

3C. Municipal Aggregator

The Municipal Aggregator shall designate a Supplier and notify the Company of its designation. If at any time the Municipal Aggregator changes Supplier, it shall provide notice of such change to the Company. Notice shall be as provided in writing or by electronic mail, as provided in the Service Agreement. In order to initiate and maintain the Municipal Aggregation, the Municipal Aggregator, either directly or through its relationship with the Supplier servicing the load of the Municipal Aggregation, as applicable, shall:

- (1) Meet the registration and licensing requirements established by law or regulation and either (i) have a fully executed a Market Participant Service Agreement (“MPSA”) with ISO-NE that has been approved by the Commission in accordance with Subsection 7.1 of the MPSA and ISO-NE has not filed with the Commission a notice of termination of such MPSA or (ii) have an agreement in place with an ISO-NE member whereby the ISO-NE member agrees to include the load to be served by the Municipal Aggregator in such ISO-NE member’s NEPOOL market settlement obligations;
- (2) Provide all-requirements service to meet each of its Customers’ needs and to deliver the associated capacity and energy to a point or points on ISO-NE PTF;
- (3) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) ISO-NE PTF, as determined by the ISO-NE; and (iii) facilities linking generation to ISO-NE PTF, and also be responsible for all transmission wheeling charges necessary to reach ISO-NE PTF;
- (4) Direct the Supplier to successfully complete EDI testing of the transactions prior to the initiation of generation service to any Customers in the Company’s service territory.
- (5) Direct the Supplier to complete and provide an information sheet/billing application to and/or enter into a Service Agreement with the Distribution Company, prior to the initiation of Generation Service to any Customer in the Company’s service territory, that provides information about the specific parameters of the Municipal Aggregation;

- (6) Provide information and educate the Customer on Municipal Aggregation. The information must include the Customer's right of rescission period, as applicable, and the Opt-Out option. The Opt-Out notice must be sent by the ~~Municipality~~ Municipal Aggregator, its agent, or its designated Supplier as a separate mailing or otherwise in such manner as reasonably presented to draw to the attention of each Customer to the importance of the decision the Customer must make. Such notice shall at a minimum provide:
- (a) Notification to the Customers that the Municipal Aggregator will automatically enroll them in the Municipal Aggregator's retail load aggregation program by a date certain, which shall be within 30 days of the date the Municipal Aggregator is fully operational;
 - (b) Information about the Customers' rights to Opt-Out; and
 - ~~(c) Notification that specific information will be released unless the Customer requests not to; and~~
- (7) Provide as much notice as possible of an event of default by the Supplier or Municipal Aggregator under the supply contract between the two which would trigger the suspension or early termination of the supply contract, so that the Company can prepare to return the Customers to Last Resort Service. The Municipal Aggregator is responsible for submitting the appropriate EDI transactions to return the customers to Last Resort Service.

4. Pre-Enrollment Information

4A. Upon authorization by a duly designated officer of a municipality, the Company shall provide twelve month's aggregate consumption usage information and monthly and customer counts, by customer group and generation indicator (Last Resort Service or Supplier), for all Customers located within the geographic border of the Municipal Aggregator to the city/town's Municipal Aggregator or its agent to facilitate the formation of a Municipal Aggregation program.

4B. ~~Upon~~ At any time following the RIPUC's approval of the a-Municipal Aggregator and its retail load aggregation plan pursuant to R.I. Gen. Laws § 39-3-1.2, the Company shall:

- (1) Provide the following information to the Municipal Aggregator or its agent upon request for all Customers located within the geographic border of the Municipal Aggregator: primary customer name, service address, email and mailing addresses for solicitation purposes, distribution rate, and generation indicator (Last Resort Service, Municipal Aggregation, or Supplier);
- (2) Provide to Municipal Aggregator or its agent upon request Eligible Customer historical usage information, which shall include for each customer account: account number, distribution rate, capacity ICAP tag (kW-month), no less than

twelve months of most recent monthly kWh customer consumption usage;

- (3) ~~p~~ Provide the Eligible eCustomer enrollment information to the Municipal Aggregator or its agent upon request in an electronic format (to be determined by Company) that will include the primary customer name, first four characters of last name (required for EDI enrollment purposes), account number (required purposes), service address, email and mailing addresses for solicitation purposes, distribution rate, and generation indicator (Last Resort Service or competitive supply).

5. Initiation and Termination of Generation Service

5A. Initiation of Generation Service

Within 30 days that a Municipal Aggregator is fully operational, the Municipal Aggregator shall ensure that all Customers who are within the area the Municipal Aggregator intends to serve and who have not exercised their Opt-Out right, are properly enrolled to receive Generation Service from the Municipal Aggregator. For each such Customer, the Municipal Aggregator shall submit an “enroll customer” EDI transaction to the Company. The Municipal Aggregator and its designated Supplier shall hold the “enroll customer” EDI transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the Municipal Aggregator or, if requested, its designated Supplier a “successful enrollment” EDI transaction. Generation Service shall commence on the date of the Customer’s next scheduled meter read, provided that the Municipal Aggregator or its designated Supplier has submitted the enrollment EDI transaction to the Distribution Company no fewer than four business days prior to the meter read date. If the Municipal Aggregator or its designated Supplier has not submitted the enrollment EDI transaction at least four days before the meter read date, Generation Service shall commence on the date of the Customer’s subsequent scheduled meter read.

If Distribution Company receives multiple enrollment EDI transactions for a given Customer from different Municipal Aggregators and/or Suppliers during the same enrollment period, the first EDI transaction that is received by the Distribution Company shall be accepted. All other EDI transactions shall be rejected. Rejected EDI transactions may be resubmitted during the Customer’s next enrollment period.

5B. Exercise of Opt-Out/Termination of Municipal Aggregator Generation Service

If a Customer seeks to Opt-Out of the Aggregation before being enrolled to receive Generation Service from a Municipal Aggregator, the Customer shall notify the Municipal Aggregator. Efforts by the Customer to notify the Distribution Company of such an Opt-Out prior to the Customer’s enrollment shall be invalid. Upon such notification, the Municipal Aggregator and its designated Supplier shall refrain from submitting an “enroll customer” EDI transaction for such Customer pursuant to Section 5A above.

If a Customer Opts-Out of the Municipal Aggregation after being enrolled to receive Generation Service from a Municipal Aggregator, or if the Customer otherwise chooses to terminate its receipt of Generation Service from said Municipal Aggregator, and the Customer notifies the Municipal Aggregator, the Municipal Aggregator or its designated Supplier shall submit a “supplier drops customer” EDI transaction. The Distribution Company shall send a “confirm

drop date” EDI transaction to the Municipal Aggregator or its designated Supplier. Generation Service shall be terminated on the date of the Customer’s next scheduled meter read, provided that the Municipal Aggregator or its designated Supplier has submitted this EDI transaction to the Distribution Company no fewer than four business days prior to the meter read date. If the Municipal Aggregator or its designated Supplier has not submitted this EDI transaction at least four days before the meter read date, Generation Service shall be terminated on the date of the Customer’s subsequent scheduled meter read. Upon such notification, the Municipal Aggregator or its designated Supplier shall refrain from submitting an “enroll customer” EDI transaction for such Customer pursuant to Section 5A above.

If a Customer Opts-Out from the Municipal Aggregation after being enrolled to receive Generation Service from a Municipal Aggregator, or if the Customer otherwise chooses to terminate its receipt of Generation Service from said Municipal Aggregator, and the Customer informs the Distribution Company directly, Generation Service shall be terminated within two business days for residential customers; for other customers, Generation Service shall be terminated on the date of the Customer’s next scheduled meter read. The Distribution Company shall notify the Municipal Aggregator or its designated Supplier of the customer drop.

In those instances when a Customer who is receiving Generation Service from a Municipal Aggregator wishes to initiate Generation Service with an unrelated Supplier, the Competitive Supplier shall submit an “enroll customer” EDI transaction, and the timing of the termination of Generation Service by the Municipal Aggregator and commencement of Generation service by the Supplier shall be governed by Company’s Terms and Conditions for Nonregulated Power Producers.

5C. Customer Moves

A Customer that moves within a Distribution Company’s service territory and remains within the same municipality served by the Municipal Aggregator shall have the opportunity to notify the Distribution Company that it seeks to continue Generation Service with its existing Municipal Aggregator. Upon such notification, the Distribution Company shall send a “customer move” EDI transaction to the Municipal Aggregator or its designated Supplier.

A Customer that moves within a Distribution Company’s service territory and does not remain within the municipality served by the Municipal Aggregator shall receive Last Resort Service in accordance with the Company’s applicable tariffs. The Distribution Company shall notify the Municipal Aggregator or its designated Supplier via an EDI “final bill indicator”.

In those instances when a Customer moves into a Distribution Company’s service territory and resides within the Municipal Aggregator’s service territory, the

Customer will not be assigned to the Municipal Aggregator until the Municipal Aggregator or its designated Supplier submits an “enroll customer” EDI transaction for such Customer in accordance with Section 5D below. Prior to such “enroll customer” EDI transaction, the Customer shall receive Last Resort Service, in accordance with the Company’s applicable tariffs.

5D. Request for Service Post-Implementation of a Municipal Aggregation Plan

The Company will inform customers that a complete listing of Suppliers and Municipal Aggregators is available via the Internet or the Company will mail a listing to the customer if desired.

To facilitate enrollment in a Municipal Aggregator’s ongoing plan, upon request, the Company will electronically transmit the data described in Section 3B(13) above of any then Eligible the new eCustomers to the Municipal Aggregator to facilitate the notification and Opt-Out requirements of the program. Once the appropriate notification has been provided to ~~the such Customers~~ and applicable Opt-Out requirements met, the Municipal Aggregator or its designated Supplier may electronically enroll the Eligible Customers who have not exercised their Opt-Out right by submitting an “enroll customer” EDI transaction to the Company.

5E. Other Provisions

Distribution Companies and Municipal Aggregators or their designated Supplier shall send a “change enrollment detail” EDI transactions to change any information included on the “enroll customer” EDI transactions.

If any of the EDI transactions described above are rejected by the Distribution Company, the Distribution Company shall send an “error” EDI transaction to the Municipal Aggregator or its designated Supplier identifying the reason for the rejection.

5F. Fees

The Company may charge fees to Municipal Aggregators for processing the transactions described above. These fees are included in Appendix A.

6. Distribution Service Interruption

6A. Planned Outages

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practice.

6B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. When appropriate, service restoration shall be accomplished in accordance with the Company's Emergency Response Plan.

6C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's Municipal Aggregator or its designated Supplier of record upon final billing to the Customer. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Municipal Aggregator. The Company shall not be liable for any revenue losses incurred by Municipal Aggregator or its designated Supplier as a result of any such disconnection.

Any disconnected Customer that returns to eligibility for Distribution Service may have both Distribution Service from the Company and Generation Service from the Municipal Aggregator reinstated, but if the reinstatement takes place more than ten (10) days after the disconnection, such reinstatement shall be treated in the same manner as initiation of new service pursuant to Section ~~5A-5D~~ above.

7. Metering

7A. Meter Reading

The Company shall meter each Customer in accordance with applicable tariff provisions. Upon successful enrollment of a Customer by a Municipal Aggregator, the Company shall schedule meter reads on a monthly cycle.

Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Municipal Aggregator's NEPOOL market settlement obligations, or the Municipal Aggregator's designated Supplier's NEPOOL market settlement obligations.

7B. Ownership of Metering Equipment

Should a Customer or a Municipal Aggregator request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Municipal Aggregator shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete

installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Municipal Aggregator. The Company shall bill the Customer or Municipal Aggregator upon installation.

8. Billing

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Last Resort Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Municipal Aggregators: (1) Standard Passthrough Billing Service; and (2) Standard Complete Billing Service. The Municipal Aggregator shall inform the Distribution Company of the selected billing option, in accordance with EDI.

8A. Standard Passthrough Billing Service

The Company shall issue a bill for Distribution Service to each Customer. The Municipal Aggregator shall be responsible for separately billing its Customers for the cost of Generation Service provided by the Municipal Aggregator and for the collection of amounts due to the Municipal Aggregator from the Customer.

The Company shall send a “customer usage information” transaction to the Municipal Aggregator or its designated Supplier, in accordance with EDI.

8B. Standard Complete Billing Service

(1) Billing Procedure

The Company shall issue a single bill for electric service to each Customer. The Municipal Aggregator shall provide to the Company its designated Supplier’s legal name, the rate, the price structure, and customer service telephone number. The Company shall use the rates supplied by the Municipal Aggregator to calculate the Municipal Aggregator’s portion of Customer bills and integrate this billing with its own billing in a single mailing to the Customer. The Company shall send a “customer usage and billing information” transaction to the Municipal Aggregator or its designated Supplier, in accordance with EDI.

The Municipal Aggregator must notify the Company of any changes to the Municipal Aggregator’s rates at least five (5) days before such rates are to be effective, and the Municipal Aggregator must notify the Company of any new rates and charges to that the Municipal Aggregator seeks to impose at least ten (10) days before such rates or charges are to be effective.

The Company shall send a “payment/adjustment” transaction to the Municipal Aggregator or its designated Supplier, in accordance with EDI. Customer revenue due to the Municipal Aggregator or its designated Supplier shall be transferred to the Municipal Aggregator or its designated Supplier in accordance with the service contract entered into by the Municipal Aggregator and the Company.

The Municipal Aggregator shall promptly notify the Distribution Company of any billing errors or miscalculations it believes it has occurred.

(2) Payment to Supplier

Under the Complete Billing Service, Suppliers would provide the Company with rates and pricing structures to be implemented for designated Company customer classes. The Company would use the supplied rates to calculate the Supplier portion of Customer bills, then integrate this billing with the delivery service components of the bill in a single mailing to the Customer. While standard collection notices may be printed on Customer bills, the Supplier is responsible for collection of past due accounts for the Supplier’s portion of Customers’ bills.

Suppliers must adhere to Customer classes and rate/pricing structures which follow the Company’s format.

If Suppliers make a written request for different Customer classes or rate structures, the Company will consider accommodating reasonable changes to its billing system. The requesting Supplier will be responsible for any costs incurred to make the designated changes, which will be quoted by the Company to the Supplier in advance of any changes.

Upon receipt of Customer payments, the Company will forward to Supplier notification of any and all revenue from Supplier sales which have been received and recorded by midnight of that business day, e.g., notification of any payment received on Monday normally will be forwarded to the Supplier by noon on the following business day. The format of the record to be transmitted will be in accordance with EDI.

Payments to Suppliers will be made in a lump sum for all Customers revenue due to the Supplier in a given day. These lump sum Supplier payments will be transferred via a three-day ACH transaction and credited to a predetermined Supplier bank account. Each Supplier must provide the Company with the name of the receiving bank, routing and transmit number (ABA number) and bank account number to facilitate this transfer. The account detail of the Supplier credited amounts will be provided by a separately transmitted electronic file which includes a detailed payment breakdown of individual Customer payments. The format of the record to

be transmitted will be in accordance with EDI.

(3) Summary Billing

The Company may offer a Summary Billing option to Customers who qualify by having multiple electric service accounts. Summary Billing is designed to consolidate multiple individual bills onto a single bill format, this optional service allows Customers to pay multiple bills with one check.

(4) Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad check charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

8C. Definition of Standard Units of Service

(1) Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariffs on file with the RIPUC.

(2) On-Peak/Off-Peak Period Definitions

Municipal Aggregators may define on-peak and off-peak periods; however, they will be required to make special metering arrangements with the Company to reflect on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned to the Municipal Aggregator.

8D. Fees

The Company may charge fees to Municipal Aggregators for providing the services described in this Section 8. These fees are included in Appendix A.

9. Determination of Hourly Loads

9A. For each Municipal Aggregator, hourly loads for each day shall be estimated or telemetered and reported daily to the ISO-NE for inclusion in the Municipal Aggregator's NEPOOL market settlement obligations. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.

9B. The Company shall normally report a day's hourly loads to the ISO-NE by the

time specified in the NEPOOL Rules. These loads shall be included by ISO-NE in the Municipal Aggregator's NEPOOL market settlement obligations.

- 9C. To refine the estimates of the Municipal Aggregator's loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
- 9D. The hourly loads shall be determined consistent with the following steps:
- (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
 - (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
 - (3) The Company shall develop estimates of hourly load profiles for the previous day for each Municipal Aggregator such that the sum of the Municipal Aggregator's loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Municipal Aggregator loads.
 - (4) Transmission losses from local network facilities shall be approximated and added to the Municipal Aggregator's hourly loads.
- 9E. The process of Municipal Aggregator load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Municipal Aggregator or its designated Supplier for any costs that are associated with such estimating errors.

10. Liability

The liability of the Municipal Aggregator to the Customer shall be as set forth in the terms of the Municipal Aggregation.

To the extent allowed under Rhode Island law and except in the case of negligence or bad faith conduct, the Company and the Municipal Aggregator shall waive recourse against the other party and its affiliates for or arising from the performance or non-performance by such other party of its obligations under these Terms and Conditions.

11. Gross Earnings Tax

The Supplier is the taxpayer with respect to the gross earnings tax (GET) imposed by Title 44, Chapter 13 of the General Laws of Rhode Island on its sales of electricity delivered to customers. The Supplier reports taxable gross receipts from sales of electricity on its own GET returns and is responsible to remit any related taxes, including any estimated tax payments, to the State. The

Supplier is responsible for the GET obligations imposed on it by the State of Rhode Island and for the determination of the correct GET rate applicable to its sales. The Supplier is responsible to maintain any "Manufacturer's Certificates for the Rate Reduction for Electricity and Gas Used in Manufacturing" necessary to support the GET rates applicable to Supplier sales.

The Company will separately state on the Customer's bill any GET amounts, computed with respect to the GET rate provided by the Supplier.

In addition, the Company will separately state on the Customer's bill any GET credit, computed with respect to the GET credit rate provided by the Supplier. If the amounts which the Company billed for electricity, separately stated gross earnings tax and separately stated GET credit are later determined to be incorrect, any corrections will be the responsibility of the Supplier

If the Customer was overcharged, the Supplier must refund the overcharges directly to the Customer. If the Customer was undercharged, the Supplier must seek recourse directly from its Customer. Further, the Supplier is responsible for any amendments to its GET returns made necessary by errors in the amounts it requests be billed to its Customers, as well as any GET assessments Imposed on it by the State, including related Interest and penalties. The Company has no responsibility for the Supplier's GET liabilities to the State of Rhode Island or for any amounts the Supplier's Customers claim to have been overcharged.

12. Other Required Costs

Any other costs to be billed to the Customers, which are required to be separately displayed on the bill in accordance with Rhode Island law, must be provided by the Supplier to the Company. Existing Company service fees, such as Interest charges for unpaid balances, bad check charges, etc., shall remain in effect and be assessed, as applicable, to each account according to the Company's Retail Terms and Conditions, applicable to all Customers. The cash posting sequence for customer payments to accounts is detailed ~~in the Company's EDI procedures~~ as follows: [details to be added].

13. Dispute Resolution

The Company will not be responsible for the resolution of disputes between Suppliers and Customers and/or Municipal Aggregators and Customers. Any disputes relating to compliance with these Terms and Conditions or the regulations of the RIPUC or Rhode Island Division of Public Utilities and Carriers (Division) may be referred by the Company, the Supplier, the Municipal Aggregator, or the Customer to the Division and such disputes shall be subject to the regulatory oversight of the Division or RIPUC, as applicable.

**THE NARRAGANSETT ELECTRIC COMPANY
TERMS AND CONDITIONS FOR MUNICIPAL AGGREGATORS**

**APPENDIX A
SCHEDULE OF FEES AND CHARGES**

The following fees and charges shall be a part of the Terms and Conditions for Municipal Aggregators.

1. ISO Reporting Set-Up and Transaction Fee

The Company may assess an ISO Reporting Set-Up and Transaction Fee for establishing the reporting protocol for an individual customer account that would enable the Company to report the customer's load data to ISO-NE on behalf of a Municipal Aggregator along with the daily reporting to ISO-NE of customer loads from the prior day. The ISO-NE Reporting Set-Up and Transaction Fee of eighty dollars (\$80) per account will be charged to and collected from all Municipal Aggregators who request the Company to report individual customer account load data to the ISO-NE as a result of providing programs and services to their customers beyond the provision of basic Generation Service.

2. Enhanced Metering Fee

The Company may assess an Enhanced Metering Fee, as provided for in the Company's Optional Enhanced Metering Service Tariff, RIPUC No. 2203, as may be amended from time to time, for customers of Municipal Aggregators that require such metering in order to provide program and services beyond the provision of basic Generation Service. The Enhanced Metering Fees contained in the Optional Enhanced Metering Service Tariff, Option 1, will be charged to and collected from all Municipal Aggregators who request the Company to install such metering devices in order for their customers to participate in programs and services, including, but not limited to, load response programs which require telemetered installations.