

In Re: Rhode Island Energy Advanced Metering Functionality Business Case and  
Cost Recovery Program  
Responses to Mission:Data Coalition's First Set of Data Requests  
Issued on January 31, 2023

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MDC 1-3 Supplemental

Request:

Rhode Island Energy proposes that its advanced meters will collect electric usage data at 15-minute intervals.

- (a) If the time interval needs to be modified to, say, 5 minutes in order to participate in ISO-New England demand response programs, what will be the cost to change the recording interval from 15 minutes to 5 minutes? Please provide all documents relevant to this question. Also identify which entity – Rhode Island Energy employees, proposed AMF contractors, etc. – would charge the amounts provided.
- (b) Would Rhode Island Energy be willing to commit to negotiate its contracts with AMF vendors such that the cost to reprogram a meter from 15 minutes to 5 minutes (or any other interval as required by ISO-New England) is zero? Why or why not? Please explain in detail.

Original Response:

On February 10, 2023, the Company filed a Motion to Object to Data Requests by Mission:Data Coalition Nos. 1-3, 1-5(a), 1-6, 1-7(c)-(g), 1-8, 1-9, and 1-10(a)-(c) and Motion for a Protective Order With Respect to Mission:Data Coalition Data Request Nos. 1-5(a) and 1-7, in which it asserted an objection to this data request. That motion remains pending, and pursuant to the direction provided in Public Utilities Commission (“Commission”) counsel’s February 16, 2023 email, the Company is not providing a response to this data request at this time. To the extent required after the Commission rules on the Company’s objection, the Company will provide a response as and when directed.

Supplemental Response:

- (a) Pursuant to the Chairman of the Public Utilities Commission’s Procedural Order regarding the Company’s objection to Mission:Data Coalition’s Data Request 1-3, the Company provides the following response to the first inquiry in subpart (a): The Company has not evaluated the cost differential between 15-minute and 5-minute interval data because the current business needs do not require anything beyond providing 15-minute interval data analysis. To the extent that 5-minute data is needed in the future, the advanced metering functionality (“AMF”) system includes flexibility to change the meter data intervals using the RF communication network to reprogram the meters and make necessary system changes.

The Narragansett Electric Company

d/b/a Rhode Island Energy

Docket No. 22-49-EL

In Re: Rhode Island Energy Advanced Metering Functionality Business Case and

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The Company's objection to the second inquiry in subpart (a) was sustained; therefore, the Company has not responded to this part of the question.

- (b) As stated in Mission:Data Coalition's Reply to Rhode Island Energy's Objection to Its First Set of Data Requests, Mission:data Coalition withdrew its request in 1-3(b).

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MDC 1-5 Supplemental

Request:

In AMF Book 1 at 49:13, Mr. Walnock and Ms. Reder mention "in-home device support through the newly created CP."

- (a) What requirements will Rhode Island Energy impose on Home Area Network ("HAN") devices (or the manufacturers of such devices) in order to connect with customers' meters? Please explain and provide copies of all contracts, testing protocols, and the like.
- (b) Will Rhode Island Energy commit to a policy of "bring your own device" ("BYOD") with regard to Home Area Network ("HAN") devices, meaning that Rhode Island Energy will honor any customer's attempt to connect a device of the customer's choosing to the customer's meter without pre-clearance or advance certification by Rhode Island Energy?
- (c) If the answer to (b) is anything other than an unqualified yes, then please explain in detail the rationale for the Company's response. Provide all documents related to the Company's decision-making regarding HAN device compatibility.
- (d) Will HAN capability be available to customers at the "AMF Deploy Ready" phase – in other words, immediately after an advanced meter is installed? Why or why not? If not, please explain in detail when HAN capability will be available for customers.

Original Response:

- a) On February 10, 2023, the Company filed a Motion to Object to Data Requests by Mission:Data Coalition Nos. 1-3, 1-5(a), 1-6, 1-7(c)-(g), 1-8, 1-9, and 1-10(a)-(c) and Motion for a Protective Order With Respect to Mission:Data Coalition Data Request Nos. 1-5(a) and 1-7, in which it asserted an objection to this data request. That motion remains pending, and pursuant to the direction provided in Public Utilities Commission ("Commission") counsel's February 16, 2023 email, the Company is not providing a response to this part of this data request at this time. To the extent required after the Commission rules on the Company's objection, the Company will provide a response as and when directed.
- b) The details around the types of devices to be included have not been determined yet. The Company's affiliates have in-home device support capabilities in both Pennsylvania and

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Kentucky using ZigBee as the wireless technology for connecting a device to the meter. The Company's Pennsylvania and Kentucky affiliate have adopted a "bring your own device" approach. The meters being deployed in Rhode Island will use Wi-Fi as opposed to ZigBee. The Company needs to conduct an analysis of the impacts of connecting a device by Wi-Fi, as well as the types of devices in the market, before it can specify the types of devices to include.

- c) To guide Home Area Network ("HAN") device compatibility, the Company will follow its Cybersecurity, Data Privacy and Data Governance Plan, included in the AMF Business Case as Attachment G, which provides provisions to making data accessible while keeping it secure and maintaining customers' privacy.
- d) No. The Customer Portal in-home Device Support is scheduled in Group 3 of the AMF Functionality Roadmap which is in the Phase "AMF Enhancements from Meter Deployment Start." The capability to provide HAN device compatibility is considered an "AMF Enhancement During Meter Deployment", which is scheduled to occur six months after meter deployment starts to provide time for development of systems, enrollment requirements and customer communications. See Figure 6.1 in the AMF Business Case, Bates page 70 for additional detail regarding the timing of the functionalities.

Supplemental Response:

Pursuant to the Chairman of the Public Utilities Commission's Procedural Order regarding the Company's objection to Mission:Data Coalition's Data Request 1-5(a), the Company provides the following response to the first inquiry in subpart (a). The Company's objection to the second inquiry of subpart (a) was sustained; hence, the Company is not providing a response.

- (a) AMF meters that will be deployed in Rhode Island will include Wi-Fi for HAN; however the technical details are still to be determined. The Company's affiliates have in-home device support capabilities in both Pennsylvania and Kentucky using ZigBee as the wireless technology for connecting a device to the meter. The Company intends to leverage the learnings from both the Pennsylvania and Kentucky HAN implementations while factoring in the differences for Rhode Island in developing both the technical specifications as well as the business processes to be used in Rhode Island. The Company needs to conduct an analysis of the impacts of connecting a device by Wi-Fi, as well as the types of devices in the market, before it can specify the types and specifications of devices to include.

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MDC 1-6 Supplemental

Request:

In AMF Book 1 at 49:14-15, Mr. Walnock and Ms. Reder state, "Also, the CP will provide an integrated marketplace for customer research of solar PV adoption..."

- (a) Please provide all designs and written descriptions of the "integrated marketplace" showing its functions, both to ratepayers and Rhode Island Energy.
- (b) Please provide all documents regarding the "integrated marketplace."
- (c) What specific "customer research" or data from customers does Rhode Island Energy expect to obtain as a result of the proposed CP that cannot be obtained from rooftop solar interconnection applications?

Original Response:

On February 10, 2023, the Company filed a Motion to Object to Data Requests by Mission:Data Coalition Nos. 1-3, 1-5(a), 1-6, 1-7(c)-(g), 1-8, 1-9, and 1-10(a)-(c) and Motion for a Protective Order With Respect to Mission:Data Coalition Data Request Nos. 1-5(a) and 1-7, in which it asserted an objection to this data request. That motion remains pending, and pursuant to the direction provided in Public Utilities Commission ("Commission") counsel's February 16, 2023 email, the Company is not providing a response to this data request at this time. To the extent required after the Commission rules on the Company's objection, the Company will provide a response as and when directed.

Supplemental Response:

Pursuant to the Chairman of the Public Utilities Commission's Procedural Order ("Procedural Order") regarding the Company's objection to Mission:Data Coalition's Data Request 1-6 (a) through (c), the Company responds to subpart (c) below. The Company's objection to subparts (a) and (b) was sustained; therefore, the Company is not providing a response.

- (c) The Solar Marketplace functionality to be included in the Customer Portal is intended to be a research tool for customers to learn about potential solar PV adoption options prior to their completion of a rooftop solar interconnection application. Having the information about qualified third party service providers/installers, solar indexing, as well as the interval usage data provided by AMF all in one place will allow customers to be more informed should they choose to proceed with the next step of the process to complete a solar interconnection application.

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MDC 1-7 Supplemental

Request:

In AMF Book 1 at 49:14-18, Mr. Walnock and Ms. Reder continue, "Also, the CP will provide...the ability for C&I and multi-family customers to have a portfolio view of C&I facilities and multifamily units, aggregate data, and normalized usage based on variables, such as production, occupancy, or weather."

- (a) Will Rhode Island Energy support automated benchmarking with EnergyStar Portfolio Manager? Please explain in detail.
- (b) If not, please explain in detail how the CP will "normalize" energy usage based on the variables cited. Please provide the mathematical equations, technical documentation and communication with actual or potential vendors relating to this question.
- (c) If customers provide "production" or "occupancy" data to Rhode Island Energy, please provide a detailed list of all entities – including, but not limited to, contractors/vendors, regulated affiliates, unregulated affiliates, etc. – that will have custody of, or come into contact with, such customer-provided data.
- (d) If customers provide "production" or "occupancy" data to Rhode Island Energy, will Rhode Island Energy commit to not share such data with its unregulated affiliates unless the customer consents? Why or why not? Please explain in detail.
- (e) Please provide copies of any agreements between Rhode Island Energy and regulated or unregulated affiliates that pertain to the exchange of customer data including, but not limited to, energy usage data, billing data, or customer program participation information.
- (f) In the past 3 years, has Rhode Island Energy shared customer energy usage, billing, or other customer-specific information with any unregulated affiliate? If yes, please provide a detailed explanation, including, but not limited to, the circumstances, the types of customer data shared, the reason(s) for the unregulated affiliate to seek such customer data, etc.
- (g) Please provide a copy of any consent form(s), screenshots of web-based consent forms, or contractual language with customers of any kind that Rhode Island Energy plans to use for customer-provided data such as "production" and "occupancy" that are not necessary for regulated electric utility service.

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Original Response:

- (a) The Company has not determined the specific features of automated benchmarking because the Customer Portal solution detailed design has not yet occurred.
- (b) The identification of the specific features of the C&I and Multifamily Portfolio has not yet occurred and will be part of detailed design. The functionality will provide residential and commercial customers who manage multiple customer accounts with the ability to group those accounts together into a single view in the Customer Portal. This will allow these customers the ability to make better decisions about their energy usage across all of their accounts as they can see all of the information in one place for their entire portfolio of accounts.
- (c)-(g) On February 10, 2023, the Company filed a Motion to Object to Data Requests by Mission:Data Coalition Nos. 1-3, 1-5(a), 1-6, 1-7(c)-(g), 1-8, 1-9, and 1-10(a)-(c) and Motion for a Protective Order With Respect to Mission:Data Coalition Data Request Nos. 1-5(a) and 1-7, in which it asserted an objection to these subparts of this data request. That motion remains pending, and pursuant to the direction provided in Public Utilities Commission ("Commission") counsel's February 16, 2023 email, the Company is not providing a response to these subparts of this data request at this time. To the extent required after the Commission rules on the Company's objection, the Company will provide a response as and when directed.

Supplemental Response:

Pursuant to the Chairman of the Public Utilities Commission's Procedural Order ("Procedural Order") regarding the Company's objection to Mission:Data Coalition's Data Request 1-7 (c) through (f), the Company responds to the following question in lieu of responding to subparts (c) through (f) as originally formulated: Please explain the extent to which Rhode Island Energy has plans, if any, to share customer-specific data with any affiliates and the extent to which the Company has, in the past, shared any customer-specific data with any affiliates.

- (c)-(f) Rhode Island Energy customers who have participated in the past or who currently participate in the Company's Energy Efficiency programs may provide customer specific data to the Company that is used to assist them in managing their energy usage. Subject to obtaining the customer's consent to use their information, the Company has and does share this data with its affiliates and/or third party vendors for purposes of administering the programs. By submitting an Application, customers provide their consent to using certain information. The customer consent provision is included in Section 14 of the

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Terms and Conditions of the Application. Please see Attachment MDC 1-7 Supplemental for a copy of a sample Application.

Pursuant to the Procedural Order, the Company responds to subpart (g) as follows:

- (g) Please see Section 14 of the Terms and Conditions of the Application provided as Attachment MDC 1-7-Supplemental. The contractual language for customer consent states, "The Customer grants to Rhode Island Energy the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory purposes. Rhode Island Energy shall keep Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions."



2023 Retrofit Program RI

# Custom Application



**Rhode Island Energy**<sup>™</sup>  
a PPL company

**ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION.**

**CUSTOMER/ACCOUNT HOLDER INFORMATION**

COMPANY NAME	CONTACT PERSON	APPLICATION DATE	
INSTALL SITE	PHONE	FAX	
EMAIL ADDRESS		SQUARE FEET <i>(Covered by this application)</i>	
STREET ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS <i>(If different)</i>	CITY	STATE	ZIP
ELECTRIC COMPANY NAME	ELECTRIC ACCOUNT NUMBER <i>(or copy of electric bill)</i>		
GAS COMPANY NAME	GAS ACCOUNT NUMBER <i>(or copy of gas bill)</i>		

**Building Type (Please place "x" in appropriate ballot box)**

<input type="checkbox"/> ASSEMBLY	<input type="checkbox"/> FAST FOOD	<input type="checkbox"/> HOTEL	<input type="checkbox"/> MULTI STORY RETAIL	<input type="checkbox"/> K-12 SCHOOL
<input type="checkbox"/> AUTOMOTIVE	<input type="checkbox"/> FULL SERVICE RESTAURANT	<input type="checkbox"/> LARGE REFRIGERATED SPACE	<input type="checkbox"/> MULTIFAMILY HIGH-RISE	<input type="checkbox"/> SMALL OFFICE
<input type="checkbox"/> BIG BOX	<input type="checkbox"/> GROCERY	<input type="checkbox"/> LARGE OFFICE	<input type="checkbox"/> MULTIFAMILY LOW-RISE	<input type="checkbox"/> SMALL RETAIL
<input type="checkbox"/> COMMUNITY COLLEGE	<input type="checkbox"/> HEAVY INDUSTRIAL	<input type="checkbox"/> LIGHT INDUSTRIAL	<input type="checkbox"/> OTHER	<input type="checkbox"/> UNIVERSITY
<input type="checkbox"/> DORMITORY	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> MOTEL	<input type="checkbox"/> RELIGIOUS	<input type="checkbox"/> WAREHOUSE

**Project Type (Select one)**

<input type="checkbox"/> CHANGE IN THE USE OR FUNCTION OF THE BUILDING SPACE	<input type="checkbox"/> NEW BUILDING	<input type="checkbox"/> EXPANSION OF AN EXISTING BUILDING	<input type="checkbox"/> PLANNED REPLACEMENT OF EQUIPMENT
<input type="checkbox"/> NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION	<input type="checkbox"/> RENOVATION OF EXISTING EQUIPMENT	<input type="checkbox"/> NEW CONTROLS FOR IMPROVED OPERATIONS	<input type="checkbox"/> REPLACEMENT OF FAILED EQUIPMENT

**PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)**

PAYMENT TO: <input type="checkbox"/> CUSTOMER <input type="checkbox"/> VENDOR/INSTALLER	CUSTOMER TAX ID# <i>(Required)</i>	VENDOR/INSTALLER TAX ID# <i>(Required if receiving incentive)</i>
CHECK PAYABLE TO:	COMPANY TYPE: <input type="checkbox"/> INCORPORATED <input type="checkbox"/> NOT INCORPORATED <input type="checkbox"/> EXEMPT	VENDOR COMPANY TYPE: <input type="checkbox"/> INCORPORATED <input type="checkbox"/> NOT INCORPORATED <input type="checkbox"/> EXEMPT

**VENDOR INFORMATION**

AUTHORIZED VENDOR/INSTALLER	CONTACT NAME		
STREET ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL ADDRESS		
DATE	VENDOR/INSTALLER AUTHORIZED SIGNATURE <b>X</b> <i>(Not applicable if customer is payee.)</i>		

**CUSTOMER ACCEPTANCE OF TERMS**

**PRE-INSTALLATION**  I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM. ANTICIPATED COMPLETION DATE

DATE	PRINT NAME	AUTHORIZED SIGNATURE <b>X</b>
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**POST-INSTALLATION**  I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION.

DATE	PRINT NAME	AUTHORIZED SIGNATURE <b>X</b>
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**FOR PROGRAM ADMINISTRATOR ONLY**

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:	
PRE-INSPECTION:			LABOR \$:	
POST-INSPECTION:				
APPROVAL	DATE	PROGRAM MANAGER	MATERIAL \$:	
PRE-APPROVED INCENTIVE:				
FINAL INCENTIVE:				

Custom Application 2022 Retrofit Program RI

## 2023 Retrofit Program RI Custom Application



### CUSTOM MEASURE APPLICATION PROCESS

1. All applications for incentives under the Custom Application Process require sound documentation of the proposed cost, projected electricity and/or natural gas savings and the related non energy savings.
2. Before starting the application process, check with a Rhode Island Energy representative to determine eligibility of the proposed project and to establish requirement for detailed savings projections and cost estimates.
3. This information will be submitted to a Rhode Island Energy Technical Representative for review and evaluation of potential incentives.
4. The Technical Representative will develop a Minimum Requirements Document which describes the minimum equipment specifications and operational requirements of the proposed system. The Customer will be required to sign this document.
5. After successful review and project approval, your Rhode Island Energy representative will notify customer in writing of the project approval, the incentive amount and the terms and conditions required to receive final incentive payment.
6. The following is a guide to the level of technical information and documentation that is typically required

#### Project Description

- General description of facility, it's use and typical operation (include occupancy schedules)
- Overall project description including operating schedules and parameters

#### Existing Materials and Equipment

- Detailed description of equipment and operations
- Cut sheets with equipment performance ratings (BHP, CFM, kW, etc.). Provide nameplate data if cut sheets are unavailable
- Part load performance data where applicable
- Description of controls and sequence of operations

#### Proposed Materials and Equipment

- Detailed description of equipment and operations
- Cut sheets for the materials or performance ratings for equipment being installed (BHP, CFM, PSI, Efficiency rating, U-value, Lumens, etc)
- Description of controls and sequence of operations

#### Load Profile

- Equipment hours of operation (operating schedule per day, week, year)
- Provide operating load profiles showing how equipment load and operating parameters vary over time due to changes in: occupancy, weather, production, etc.
- Where there are existing systems involved, metering kW and kWh of major equipment loads is recommended. If metered information is not available, provide other documentation used to estimate loads and operating hours.

#### Savings Calculations

- Show calculations used to determine electricity and/or natural gas savings.
- The calculations should clearly show all the details of how the energy savings were estimated. This includes all engineering formulas and documentation of all the factors, values and assumptions used in the formulas (spreadsheet preferred).
- In cases where energy modeling is used to determine savings, approved modeling software must be used. Input and output data from the model must be provided.

See Table 1E and Table 1G on page 4 for the specific details on the data required.

These programs are funded by the energy efficiency charge on all customers' utility bills, in accordance with Rhode Island law.

Custom Application 2023 Retrofit Program RI

2023 Retrofit Program RI  
**Custom Application**



The following form may be filled out for preliminary project submittal and review, but a final Custom Project information package must also be submitted in electronic format. Contact a Rhode Island Energy Technical Representative for details.

**PROPOSED EQUIPMENT SPECIFICATION (FACILITY DETAIL)**

**BUILDING, ROOM AND EQUIPMENT IDENTIFICATION** (Installation Site) \_\_\_\_\_  
**DESCRIPTION OF PROJECT**

**Existing System:** Measure Description

**Proposed System:** Measure Description

**Manufacturer Incentives, Manufacturer Discounts, Taxes, and/or Salvage Values**

**INTERNAL USE ONLY:**

**MEASURE CODE** \_\_\_\_\_ **MEASURE DESCRIPTION** \_\_\_\_\_

## 2023 Retrofit Program RI Custom Application



**Table 1E: Electric Energy (kWh) and Demand (kW) Reduction**

Please provide the Total Energy (kWh) and Demand (kW) Reduction that occurs during the time periods listed below.

	kWh				Total Percent Energy Savings on Peak ***	
	Summer		Winter			
Peak Energy		kWh		kWh		%
Off-Peak Energy		kWh		kWh		
<b>Total Estimated Annual kWh Savings**</b>						kWh

	kW				
	June	July	August	December	January
Average Peak*					

**Estimated Savings with Calculations** – Provide Calculations that show the following:

1. First Year kWh savings (annual)
2. Winter Peak Energy kWh: 7AM – 11PM, weekdays except holidays, October to May
3. Winter Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, October to May
4. Summer Peak Energy kWh savings: 7AM – 11PM, weekdays except holidays, June to September
5. Summer Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, June to September
6. Summer Average Demand kW Reduction: 1PM – 5 PM, weekdays except holidays, June, July and August
7. Winter Average Demand kW Reduction: 5PM – 7 PM, weekdays except holidays, December and January

\* **Average Peak kW:**

Example: Assume the demand savings is 10 kW whenever a plant is in operation and the plant shuts down at 6pm, then the average demand reduction in winter is 5 kW (10 kW ÷ 2 hours = 5 kW)

\*\* **Total Estimated Annual kWh Savings:** The sum of all the Summer and Winter Peak and Off-Peak kWh Savings

\*\*\* **Total Percent Energy Savings On Peak:** The sum of the Summer and Winter Peak kWh divided by the Total Annual kWh Savings

**Table 1G: Gas Energy (Therm) Reduction**

Annual Gas Savings Inputs (Therms)			
Heating (Seasonal)	Process/Hot Water (Non-Heating)	Other (Year Round)	Total

**Cost Estimates**

Provide back-up documentation for all material and labor costs, broken down by major pieces of equipment and project components. Sales tax may not be included. Adjust for salvage/resale value of equipment being replaced. Enter summarized costs in the table below.

**Table 2: Cost Estimates**

Measure	Cost (\$)
Estimated Material Cost	
Estimated Labor Cost	
Estimated Total Cost	

**Table 3: Non-Electric Benefits and Effects**

Installing the proposed measure may result in significant savings or possibly increased costs for the owner beyond electric and natural gas savings. Examples include water, sewer, fossil fuel and labor costs. These costs are to be assessed and quantified in the support documentation. These effects are to be combined and reported in the categories provided in table.

Non-Electric, Non-Gas Benefits (Impacts)					
Oil (MMBtu)	Propane (MMBtu)	Water (Gallons)	Sewer (Gallons)	Annual O&M/Labor/ Materials (\$)	Other One-Time (\$)

2023 Retrofit Program RI  
**Custom Application**



**APPLICATION#** \_\_\_\_\_ **CUSTOMER NAME** \_\_\_\_\_

This form is to be completed by a Rhode Island Energy Technical Representative or designated Technical Assistance Contractor to specify herein minimum equipment and operational requirements of the proposed system. These document requirements shall address the criteria necessary to be met to achieve the demand and energy savings estimated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance. Use additional sheets, if necessary. These requirements must be met before the Company's incentives are paid.

**Equipment Requirements:** Provide a list of equipment or materials to be installed as part of this project. Include manufacturer, model, HP or kW ratings, BTU/H or thermal efficiency rating, etc.

Post-Installation Inspection Record (Check one)  OK  Not OK

**Operational Sequences Requirements:** Provide a description of equipment operating sequences, set points, operating schedules, balancing requirements (such as flow, velocity, head, suction, etc.) or any other operating parameters to obtain the estimated energy savings.

Post-Installation Inspection Record (Check one)  OK  Not OK

**Documentation:** List any written documentation that should be required to verify, operate or maintain the equipment being installed or controlled. This information may include equipment specification sheets, test reports, construction drawings, sequences of operation, etc.

Post-Installation Inspection Record (Check one)  OK  Not OK

**Other Requirements Or Comments:** Describe any requirements for demolition, removal, or decommissioning of existing equipment.

Post-Installation Inspection Record (Check one)  OK  Not OK

The pre-approved incentive is subject to the Company's post-installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation as the change in design and operation may impact the incentive.

TECHNICAL REPRESENTATIVE	DATE	CUSTOMER SIGNATURE	DATE
_____	_____	_____	_____

## 2023 Retrofit Program RI Custom Application



Rhode Island Energy™  
a PPL company

### TERMS AND CONDITIONS

#### 1. Incentives

Subject to these Terms & Conditions, the Program Administrator will pay Incentives to Customer for the installation of EEMs.

#### 2. Definitions

- a. "Customer" means the customer maintaining an account for service with the Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- b. "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
- c. "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
- d. "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- e. "Rhode Island Energy" means [The Narragansett Electric Company d/b/a Rhode Island Energy, as applicable].
- f. "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- g. "Program Administrator" means Rhode Island Energy.
- h. "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

#### 3. Application Process and Requirement For Program Administrator Approval

- a. The Customer shall submit a completed application in the form specified by the Program Administrator. Submission of a completed application does not alone entitle Customer to participation in the Program. Program Administrator reserves the right to reject any application, prior to pre-approval, for any reason whatsoever. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
- b. The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
- c. The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentive payment(s).
- d. The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
- e. The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.
- f. The Program Administrator will only pay incentives for the specific EEMs listed on the front of the application. If the customer has received an Upstream incentive for a measure listed on this form, the customer is not eligible to receive an additional incentive for the same measure.

#### 4. Pre- and Post-Installation Verification and Follow-Up Visits

- a. The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.
- b. Program Administrator reserves the right to make a reasonable number of follow-up visits to the Facility during the twenty-four months following the actual completion date noted on the customer report. Such visit(s) will occur at times mutually agreed upon by Program Administrator and Customer. The purpose of the follow-up visits is to provide the Program Administrator with an opportunity to review the operation of the EEMs and not to impact on the Incentives paid to the Customer.

#### 5. Monitoring and Inspection

The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity.

#### 6. Site-Specific Custom Measures

The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

#### 7. Incentive Amounts

- a. The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount, prior to pre-approval or as set forth in these Terms and Conditions and the Program Materials.
- b. Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
- c. The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at the facility where the EEMs are located. In addition the Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

#### 8. Equipment and Installation

Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount. Program Administrator will recognize installation costs only to the extent that such costs are reasonable (as determined by Contractor Administrator) and actually incurred by the Customer.

#### 9. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEM project, the Program Administrator may terminate any obligation to make Incentive payments.

#### 10. Incentive Payment Conditions

Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

#### 11. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

Custom Application 2023 Retrofit Program RI

## 2023 Retrofit Program RI Custom Application



Rhode Island Energy™  
a PPL company

### TERMS AND CONDITIONS

#### 12. Maintenance of EEMs

Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense. Customers who install energy-efficient lighting EEMs are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

#### 13. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions in effect at the time of the pre-approval by the Program Administrator.

#### 14. Customer Information on Participation

The Customer grants to Rhode Island Energy the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory purposes. Rhode Island Energy shall keep Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions.

#### 15. Indemnification and Limitation of the Program Administrator's Liability

Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

#### 16. No Warranties or Representations by the Program Administrator

- a. THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM MATERIALS OR OTHER DOCUMENTS PROVIDED BY PROGRAM ADMINISTRATOR.
- b. Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- c. Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not the Program Administrator)) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
- d. Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- e. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.
- f. The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

#### 17. Equipment, Contractor Selection and Contracting

Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

#### 18. Removal of Equipment

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, regulations and codes. The Customer agrees not to re-install any of removed equipment in the state of Rhode Island or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

#### 19. Energy Benefits

Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

#### 20. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

#### 21. Counterpart Execution; Scanned Copy

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

#### 22. Miscellaneous

- a. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- b. If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- c. These Terms and Conditions shall be interpreted and enforced according to the laws of the state of Rhode Island.
- d. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- e. Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- f. The provisions of Sections 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

MDC 1-10 Supplemental

Request:

See AMF Book 1 at 55:8-9 where Mr. Walnock and Ms. Reder indicate, "AMF will animate the market for third-party products and services by enabling customers to share energy usage information with authorized entities."

- (a) Does Rhode Island Energy have any quantitative targets (in terms of number of third parties, number of customers using third party enabled services, or any other metric) by which it will evaluate the success or failure of market animation?
- (b) If yes, please provide those targets and a detailed explanation for each.
- (c) If no, please explain in detail why no quantitative targets were developed.
- (d) Has Rhode Island Energy conducted any interviews, research or surveys of third parties that have in any way informed the Company's proposed functionality?
- (e) If yes, please provide copies of documentation (including meeting summaries).
- (f) If yes, please explain in detail, and provide specific examples of, how the Company's proposal has been modified by such interviews, research or surveys in order to animate the market for third parties.
- (g) If no, please explain in detail why no interviews, research or surveys of third parties were conducted.

Original Response:

- (a)-(c) On February 10, 2023, the Company filed a Motion to Object to Data Requests by Mission:Data Coalition Nos. 1-3, 1-5(a), 1-6, 1-7(c)-(g), 1-8, 1-9, and 1-10(a)-(c) and Motion for a Protective Order With Respect to Mission:Data Coalition Data Request Nos. 1-5(a) and 1-7, in which it asserted an objection to this data request. That motion remains pending, and pursuant to the direction provided in Public Utilities Commission ("Commission") counsel's February 16, 2023 email, the Company is not providing a response to this data request at this time. To the extent required after the Commission rules on the Company's objection, the Company will provide a response as and when directed.
- (d) No, Rhode Island Energy has not conducted any formal interviews, research or surveys of third parties to inform proposed functionality; however, through the Power Sector



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Transformation ("PST") Advisory Group process, the Company engaged in multiple meetings and sessions over several years that informed the content for the AMF Business Case. Enabling third party products and services was one of the topics of discussion with the AMF/GMP Sub-Committee of the PST Advisory Group. These stakeholder members represent a broad spectrum of interests ranging from environmental and clean-energy groups to low-income, community, and business interests, as well as non-regulated power producers ("NPPs"). See Figure 1.3: PST AMF and GMP Sub-Committee Meeting Schedule of the AMF Business Case, Bates Page 18. Through this stakeholder process, the Company incorporated feedback from the Sub-Committee members regarding the timing of Green Button Connect functionality through the Customer Portal in the AMF Functionality Roadmap (Figure 6.1 of the AMF Business Case). For example, based on the input from the AMF/GMP Subcommittee, the Company advanced Green Button Connect into Group 3 (i.e., planned within six months after deployment starts).

- (e) Please see Attachment MDC 1-10 for a copy of the AMF Data Governance and Data Security slide deck presented to the AMF/GMP Subcommittee at the August 16, 2022 PST Advisory Group meeting. There are no additional meeting summaries to share.
- (f) See the response to subpart (d), above.
- (g) Rhode Island Energy did not conduct interviews, research or surveys of third parties because it was able to rely upon and leverage the prior experience of PPL Corporation's affiliates in Kentucky and Pennsylvania. In addition, the robust stakeholder process through of the PST Advisory Group provided multiple perspectives regarding the enablement of third party services and products, among other issues that is reflected in the content of AMF Business Case. See also the response to subpart (d), above.

Supplemental Response:

Pursuant to the Chairman of the Public Utilities Commission's Procedural Order regarding the Company's objection to Mission:Data Coalition's Data Request 1-10 (a) through (c), the Company responds as follows:

- (a) No, the Company has not established any quantitative targets due to unknowns in the marketplace currently. To understand potential third-party service involvement and measure the success of achieving impact of the market for third party engagement, the Company intends to track and report on the counts of customers exporting their Green Button Connect data. See Section 14.1 and Figure 14.1: Reporting Metrics in the AMF Business Case (Bates Pages 197-198).

The Narragansett Electric Company

d/b/a Rhode Island Energy

Docket No. 22-49-EL

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(b) See the response to subpart (a), above.

(c) See the response to subpart (a), above.