280 Melrose Street Providence, RI 02907 Phone 401-784-7263



October 24, 2023

### VIA ELECTRONIC MAIL

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

#### RE: Docket No. 23-01-EL – 2023 Last Resort Service Procurement Plan Proposed Last Resort Service Rates for the Industrial Group for the Months of January 2024 through March 2024

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy ("Rhode Island Energy" or the "Company"), enclosed please find the Company's proposed base Last Resort Service ("LRS") rates for the Industrial Group for the period of January 1, 2024 through March 31, 2024. The Company respectfully asks that the Public Utilities Commission ("Commission") approve the proposed base LRS rates as filed.<sup>1</sup>

This filing consists of six (6) attachments which are summarized herein. Please be advised that Attachment 5 and Attachment 6 contain confidential and privileged information. As such, the enclosed represents a public redacted version of this filing.<sup>2</sup> An unredacted confidential version of this filing will be sent electronically to the Commission and the Division of Public Utilities and Carriers ("Division") via the Company's via a separate link.

Pursuant to 810-RICR-00-00-1.3(H)(3) and R.I. Gen. Laws § 38-2-2(4)(B), the Company respectfully requests that the Commission treat the information redacted and withheld from the public version as confidential. In support of this request, the Company has enclosed a Motion for Protective Treatment of Confidential Treatment. In accordance with 810-RICR-00-00-1.3(H)(2), the Company also respectfully requests that the Commission make a preliminary finding that the confidential information is exempt from the mandatory public disclosure requirements of the Rhode Island Access to Public Records Act ("APRA").

The proposed base LRS rates have been calculated in compliance with the Company's 2023 Last Resort Service Procurement Plan which was approved, subject to further review, by the PUC in Docket No. 22-02-EL at an Open Meeting on March 13, 2023. In part, the proposed base LRS rates are the result of executed power supply contracts ("Transaction Confirmations")

<sup>&</sup>lt;sup>1</sup> Please note that the proposed rates only impact the Industrial Group. The LRS rates for the Residential and Commercial Groups were approved by the Commission for the period January 2024 through March 2024 in this Docket No. 23-01-EL.

<sup>&</sup>lt;sup>2</sup> The redacted information includes a redacted procurement summary and redacted Transaction Confirmations.

Luly E. Massaro, Commission Clerk Docket No. 23-01-EL - Last Resort Service Procurement Plan October 24, 2023 Page 2 of 3

which the Company procured through a Request for Proposal issued on September 8, 2023 (the "RFP"). Specifically, through the RFP, the Company solicited the following: Residential Group - 20% of the LRS supply for the period of April 2024 through September 2024; Commercial Group - 20% of the LRS supply for the period of April 2024 through September 2024; and Industrial Group - 100% of the LRS supply for the Industrial Group for period of January 2024 through March 2024.

As indicated above, the Company has enclosed the following attachments for the Commission's information:

Attachment 1 – The calculation of the proposed retail LRS rates for the Industrial Group for the applicable service period.

Attachment 2 – The Summary of Rates tariff, R.I.P.U.C. No. 2096, for LRS reflecting the proposed Industrial Group LRS rates for the period January 2024 through March 2024.

Attachment 3 – The typical bill analysis for the Industrial Group.

Attachment 4 – A copy of the RFP issued by the Company on September 8, 2023 to solicit LRS supply for the Residential Group for the period April 2024 through September 2024; for the Commercial Group for the period April 2024 through September 2024; and for the Industrial Group for the period January 2024 through March 2024.

Attachment 5 – A redacted summary of the procurement process identifying the key actions taken by the Company to procure LRS for its customers.

The Last Resort Service Procurement Summary includes 17 pages of exhibits entitled:

- Exhibit 1 Load Block Descriptions (1 page) (public)
- Exhibit 2 Indicative Bid Ranking at Wholesale (2 pages) (confidential)
- Exhibit 3 Indicative Bid Ranking at Retail (2 pages) (confidential)
- Exhibit 4 Estimated Indicative Prices (1 page) (confidential)
- Exhibit 5 Final Bid Ranking at Wholesale (2 pages) (confidential)
- Exhibit 6 Final Bid Ranking at Retail (2 pages) (confidential)
- Exhibit 7 Estimated Final Prices (1 page) (confidential)
- Exhibit 8 Summary of Load Block Awards (1 page) (confidential)
- Exhibit 9 Bidder Key (1 page) (confidential)
- Exhibit 10 Bid Premium Estimates (2 pages) (confidential)
- Exhibit 11 Estimated Retail Rates Based on Final Bid Prices (2 pages) (confidential)

Attachment 6 – Redacted versions of the executed confidential Transaction Confirmations.

Luly E. Massaro, Commission Clerk Docket No. 23-01-EL - Last Resort Service Procurement Plan October 24, 2023 Page 3 of 3

Thank you for your attention to this filing. If you have any questions concerning this matter, please do not hesitate to contact me at 401-784-4263.

Sincerely,

Ched m

Andrew S. Marcaccio

Enclosures

cc: Docket No. 23-01-EL Service List John Bell, Division (w/confidential version)

#### STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

IN RE: 2023 Last Resort Service Procurement Plan

Proposed Last Resort Service Rates for the Industrial Group for the months of January 2024 through March 2024 Docket No. 23-01-EL

)

#### MOTION OF THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

The Narragansett Electric Company d/b/a Rhode Island Energy (the "Company") hereby respectfully requests that the Public Utilities Commission ("PUC") grant protection from public disclosure certain confidential information submitted by the Company in the above referenced docket. The reasons for the protective treatment are set forth herein. The Company also requests that, pending entry of that finding, the PUC preliminarily grant the Company's request for confidential treatment pursuant to 810-RICR-00-00-1.3(H)(2).

The records that are the subject of this Motion that require protective treatment from public disclosure are portions of a Procurement Summary (within Attachment 5), including 10 exhibits attached to the Procurement Summary (Exhibit Nos. 2-11) and three Transaction Confirmations (within Attachment 6) (collectively, referred to herein as the "Confidential LRS Procurement Records") that were filed by the Company on October 24, 2023 as part of the Company's proposed Last Resort Service ("LRS") rates for the Industrial Group for the period of January 1, 2024 through March 31, 2024. The Company requests protective treatment of the Confidential LRS Procurement Records in accordance with 810-RICR-00-00-1.3(H) and R.I. Gen. Laws § 38-2-2-(4)(B).

#### I. LEGAL STANDARD

For matters before the PUC, a claim for protective treatment of information is governed by the policy underlying the Access to Public Records Act ("APRA"), R.I. Gen. Laws § 38-2-1 et seq. <u>See 810-RICR-00-00-1.3(H)(1)</u>. Under APRA, any record received or maintained by a state or local governmental agency in connection with the transaction of official business is considered public unless such record falls into one of the exemptions specifically identified by APRA. <u>See</u> R.I. Gen. Laws §§ 38-2-3(a) and 38-2-2(4). Therefore, if a record provided to the PUC falls within one of the designated APRA exemptions, the PUC is authorized to deem such record confidential and withhold it from public disclosure.

#### II. BASIS FOR CONFIDENTIALITY

The Confidential LRS Procurement Records that are the subject of this Motion are exempt from public disclosure pursuant to R.I. Gen. Laws § 38-2-2(4)(B) as "[t]rade secrets and commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature." The Rhode Island Supreme Court has held that this confidential information exemption applies where the disclosure of information is likely either (1) to impair the government's ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal v. Convention Center Authority*, 774 A.2d 40 (R.I. 2001). The first prong of the test is satisfied when information is provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47. In this case, the Company would not customarily release this information to the public. The submission of the Confidential LRS Procurement Records to the PUC is needed to comply with the Company's Last Resort Service Procurement Plan which was approved by the PUC in Docket No. 22-02-EL at an Open Meeting on March 13, 2023. Accordingly, the Company is providing the Confidential LRS Procurement Records to fulfil its regulatory responsibilities in connection with its energy procurement responsibilities.

In addition, the release of the Confidential LRS Procurement Records is likely to cause substantial harm to the competitive position of the Company. The Confidential LRS Procurement Records contain commercially sensitive market information, the disclosure of which could affect the balance of wholesale markets, as well as the Company's ability to negotiate competitive terms with its wholesale electric suppliers.

Furthermore, this information is the type of information that the PUC has historically recognized as proprietary information.

#### **III. CONCLUSION**

For the foregoing reasons, the Company respectfully requests that the PUC grant this motion for protective treatment of the Confidential LRS Procurement Records.

Respectfully submitted,

THE NARRAGANSETT ELECTRIC COMPANY d/b/a RHODE ISLAND ENERGY By its attorney,

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Andrew S. Marcaccio (#8168) Rhode Island Energy 280 Melrose Street Providence, RI 02907 (401) 784-4263

Dated: October 24, 2023

## **CERTIFICATE OF SERVICE**

I hereby certify that on October 24, 2023, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 23-01-EL.

Joanne M. Scanlon

# Rhode Island Energy

## The Narragansett Electric Company

Proposed Last Resort Service Rates for the Industrial Group for the Months of January 2024 through March 2024

Results of Competitive Procurement: Residential Group: April 2024 through September 2024 Commercial Group: April 2024 through September 2024 Industrial Group: January 2024 through March 2024

October 2023

Submitted to: Rhode Island Public Utilities Commission R.I.P.U.C. Docket No. 23-01-EL

Submitted by:



Attachment 1

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 1 Page 1 of 1

#### The Narragansett Electric Company d/b/a Rhode Island Energy Industrial Group Last Resort Service Rates

(Rates B-32, G-32, and X-01) January 2024 through March 2024

		January 2024	February 2024	March 2024
(1)	Industrial Group Last Resort Service Rate per kWh	\$0.15085	\$0.15296	\$0.14950
(1) (2)	Last Resort Service Administrative Cost Factor	\$0.00780	\$0.00780	\$0.00780
(3)	Last Resort Service Adjustment Factor	\$0.00000	\$0.00000	\$0.00000
(4)	Renewable Energy Standard Charge	<u>\$0.00833</u>	<u>\$0.00833</u>	<u>\$0.00833</u>
(5)	Total Industrial Group Last Resort Service Rate per kWh	\$0.16698	\$0.16909	\$0.16563

- (1) Monthly prices in a confidential submission under separate cover
- (2) per Summary of Rates, Last Resort Service, R.I.P.U.C. No. 2096, effective 10/1/23
- (3) per Summary of Rates, Last Resort Service, R.I.P.U.C. No. 2096, effective 10/1/23
- (4) per Summary of Rates, Last Resort Service, R.I.P.U.C. No. 2096, effective 10/1/23
- (5) sum of Lines (1) through (4)

Attachment 2

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 2 Page 2 of 2

> R.I.P.U.C. Tariff No. 2096 Sheet 1 of 1

#### THE NARRAGANSETT ELECTRIC COMPANY Summary of Rates Last Resort Service

[						
		T ID I	T i D i	T i D i	<b>D</b>	<b>T</b> . 1
		Last Resort Service	Last Resort Service	Last Resort Service Admin.	Renewable Energy Standard	Total Commodity
		Base Charge	Adjustment	Cost Factor	Charge	Charges
		A	B	C	D	E
Residential Group	A-16, A-60					
October 1, 2023		\$0.16525	\$0.00000	\$0.00383	\$0.00833	\$0.17741
November 1, 2023		\$0.16525	\$0.00000	\$0.00383	\$0.00833	\$0.17741
December 1, 2023		\$0.16525	\$0.00000	\$0.00383	\$0.00833	\$0.17741
January 1, 2024		\$0.16525	\$0.00000	\$0.00383	\$0.00833	\$0.17741
February 1, 2024		\$0.16525	\$0.00000	\$0.00383	\$0.00833	\$0.17741
March 1, 2024		\$0.16525	\$0.00000	\$0.00383	\$0.00833	\$0.17741
Effective Date of Last Rate Change		10/01/23	04/01/23	04/01/23	04/01/23	10/01/23
Commercial Group	C-06, G-02, S-05, S-06, S-10, S-14 (1)					
Variable Price Option:						
October 1, 2023		\$0.12168	\$0.00000	\$0.00375	\$0.00833	\$0.13376
November 1, 2023		\$0.13741	\$0.00000	\$0.00375	\$0.00833	\$0.14949
December 1, 2023		\$0.17202	\$0.00000	\$0.00375	\$0.00833	\$0.18410
January 1, 2024		\$0.18895	\$0.00000	\$0.00375	\$0.00833	\$0.20103
February 1, 2024		\$0.18581	\$0.00000	\$0.00375	\$0.00833	\$0.19789
March 1, 2024		\$0.14816	\$0.00000	\$0.00375	\$0.00833	\$0.16024
Effective Date of Last Rate Change	:	10/01/23	04/01/23	04/01/23	04/01/23	10/01/23
Fixed Price Option:	C-06, G-02, S-05, S-06, S-10, S-14					
October 1, 2023	0 00, 0 02, 0 00, 0 00, 0 10, 0 11	\$0,15915	\$0.00000	\$0.00375	\$0.00833	\$0.17123
November 1, 2023		\$0,15915	\$0.00000	\$0.00375	\$0.00833	\$0.17123
December 1, 2023		\$0,15915	\$0.00000	\$0.00375	\$0.00833	\$0.17123
January 1, 2024		\$0,15915	\$0.00000	\$0.00375	\$0.00833	\$0.17123
February 1, 2024		\$0,15915	\$0.00000	\$0.00375	\$0.00833	\$0.17123
March 1, 2024		\$0.15915	\$0.00000	\$0.00375	\$0.00833	\$0.17123
Effective Date of Last Rate Change		10/01/23	04/01/23	04/01/23	04/01/23	10/01/23
Industrial Group	B-32, G-32, X-01					
January 1, 2024		\$0.15085	\$0.00000	\$0.00780	\$0.00833	\$0.16698
February 1, 2024		\$0.15296	\$0.00000	\$0.00780	\$0.00833	\$0.16909
March 1, 2024		\$0.14950	\$0.00000	\$0.00780	\$0.00833	\$0.16563
Effective Date of Last Rate Change	·	01/01/24	04/01/23	04/01/23	04/01/23	01/01/24

Taxes and other rate clauses apply as usual and will appear on customer bills as applicable.

A Base charges in compliance with the Last Resort Service 2022 Procurement Plan

B This factor is included on R.I.P.U.C. No. 2095 as a delivery rate

C per RIPUC No. 2237, Last Resort Service Adjustment Provision

D The Renewable Standard Energy Charge is collected from LRS customers for the purpose of acquiring a portion of Rhode Island's energy supply from renewable energy resources, as required by R.I. General Laws section 39-26-1.

E Column A + Column B + Column C + Column D

(1) The Fixed Price Option will be the customary option for customers served under rate C-06. The Variable Price Option will be the customary option for customers served under rates G-02, S-05, S-06, S-10 and S-14.

 Effective:
 1/1/2024

 (Replacing R.I.P.U.C. No. 2096 effective 10/1/23)
 Issued:
 10/24/2023

Attachment 3

The Narragansett Electric Company Calculation of Monthly Typical Bill Total Bill Impact of Proposed Rates Applicable to G-32 Rate Customers

				9 L 1 9	0000		e	D D 0-									1101100-000	
1 MA	Monthly Power	1.Mrt.	Delivery	Supply Continue	C100011, 2023	Total	Delivery Services	Supply Supply	ALET	T T T T T T T T T T T T T T T T T T T	Delivery	Supply	(Doutaise)	Tatal	Delivery	Supply Supply		Tatel
	(a)		(b)	(c)	<u>و</u>	10001 = (a) + (b) + (c)	(i)	(g)	(l) (l)	(i) = (f) + (g) + (h) (j)	j = (f) - (b)		dE1 (l) = (h) - (d) (m)		_	$d(\mathbf{o}) = (\mathbf{k}) / (\mathbf{c})$ (b)	ue 1 = (l) / (e) (q) :	
200	200	40,000	\$4,298.35 \$16,406.35	\$4,943.47 \$1\$ \$28.00			\$4,298.35 \$16.406.75	\$6,689.33 \$75.005.00	\$457.82 \$1 737 55	\$11,445.50	\$0.00 \$0.00	\$1,745.86	\$72.74 \$77.7 TO	\$1,818.60	0.0%	18.1%	0.8%	18.9%
000'1	200	200,000	\$22,040.75 \$22,040.75	\$24,717.33			\$22,040.75	\$33,446.67	\$2,311.98	\$57,799.40	\$0.00 \$0.00	58,729.34	\$263.73 \$363.73	59,093.07 \$9,093.07	0.0%	17.9%	0.7%	18.7%
1,500	200	300,000	\$33,129.75	\$37,076.00			\$33,129.75	\$50,170.00 \$52,616,67	\$3,470.82 \$5 700 57	\$86,770.57	\$0.00 \$0.00	\$13,094.00	\$545.58 cono 21	\$13,639.58	0.0%	17.9%	0.7%	18.7%
5,000	200	1,000,000	\$110,752.75	\$123,586.67			\$110,752.75	\$167,233.33	\$11,582.75	\$289,568.83	\$0.00	\$43,646.66	\$1,818.61	\$45,465.27	0.0%	17.9%	0.7%	18.6%
7,500	200	1,500,000	\$106,197.75	\$185,380.00			\$166,197.75	\$250,850.00	\$17,376.99	\$434,424.74 \$570.200.65	\$0.00	\$65,470.00	\$2,727.92	\$68,197.92 500.020.57	0.0%	17.9%	0.7%	18.6%
20,000	200	4,000,000	\$443,422.75	\$494,346.67			\$443,422.75	\$668,933.33	\$46,348.17	\$1,158,704.25	\$0.00 \$0.00	\$174,586.66	\$7,274.44	\$181,861.10	0.0%	17.9%	0.7%	18.6%
200	300	60,000 2.25,000	\$5,291.15 \$20.219.25	\$7,415.20 \$27.807.00			\$5,291.15 \$20.219.25	\$10,034.00 \$37.627.50	\$638.55 \$7.410.28	\$15,963.70 \$60.257.03	\$0.00 \$0.00	\$2,618.80 \$9,820.50	\$109.12 \$409.19	\$2,727.92 \$10.229.69	0.0%	19.8%	0.8%	20.6%
1,000	300	300,000	\$27,004.75	\$37,076.00			\$27,004.75	\$50,170.00	\$3,215.61	\$80,390.36	\$0.00	\$13,094.00	\$545.58	\$13,639.58	0.0%	19.6%	0.8%	20.4%
1,500	300	450,000	\$40,575.75 567 717 75	\$55,614.00			\$40,575.75	\$75,255.00	\$4,826.28 59.047.52	\$120,657.03	\$0.00 \$0.00	\$19,641.00	\$818.37	\$20,459.37	0.0%	19.6%	0.8%	20.4%
5,000	300	1,500,000	\$135,572.75	\$185,380.00			\$135,572.75	\$250,850.00	\$16,100.95	\$402,523.70	\$0.00 \$0.00	\$65,470.00	\$2,727.92	568,197.92	0.0%	19.6%	0.8%	20.4%
7,500	300	2,250,000	\$203,427.75	\$278,070.00			\$203,427.75	\$376,275.00	\$24,154.28	\$603,857.03	\$0.00	\$98,205.00	\$4,091.87	\$102,296.87	0.0%	19.6%	0.8%	20.4%
20.000	300	3,000,000	\$271,282.75 \$542 702 75	\$370,760.00 \$741 \$20.00			\$271,282.75 \$542.702.75	5501,700.00	\$32,207.62 \$64.420.95	\$805,190.37 \$1.610.523.70	\$0.00 \$0.00	\$130,940.00 \$261.880.00	\$5,455.84 \$10.911.66	\$136,395.84 \$777 791 66	0.0%	19.6%	0.8%	20.4%
200	400	80,000	\$6,283.95	\$9,886.93			\$6,283.95	\$13,378.67	\$819.28	\$20,481.90	\$0.00	\$3,491.74	\$145.49	\$3,637.23	0.0%	20.7%	0.9%	21.6%
750	400	300,000	\$23,942.25	\$37,076.00			\$23,942.25	\$50,170.00	\$3,088.01	\$77,200.26	\$0.00	\$13,094.00	\$545.58	\$13,639.58	0.0%	20.6%	%6.0	21.5%
1,000	400	400,000	\$31,968.75 \$49.021.75	549,434.67 574 152 00			\$31,968.75 \$49.001.75	\$66,893.33 \$1.00.240.00	\$4,119.25 \$4 101.74	\$102,981.33 \$154.542.40	50.00	\$17,458.66 \$74.100.00	\$727.44 \$1.001.17	518,186.10	0.0%	20.6%	%60 %000	21.4%
2,500	00 <del>1</del>	1,000,000	S80.127.75	\$123,586.67			S80.127.75	\$1.67,233.33	\$10,306.71	\$257,667.79	\$0.00 \$0.00	\$43,646.66	\$1,971.17 \$1.818.61	845,465.27	0.0%	20.6%	%60 %60	21.4%
5,000	400	2,000,000	\$160,392.75	\$247,173.33			\$160,392.75	\$334,466.67	\$20,619.14	\$515,478.56	\$0.00	\$87,293.34	\$3,637.22	\$90,930.56	0.0%	20.6%	0.9%	21.4%
7,500	400	3,000,000	\$240,657.75	\$370,760.00			\$240,657.75	\$501,700.00	\$30,931.58	\$773,289.33	\$0.00	\$130,940.00	\$5,455.84	\$136,395.84	0.0%	20.6%	%60	21.4%
10,000	400	4,000,000	\$320,922.75	\$494,346.67			\$320,922.75	\$668,933.33	\$41,244.01	\$1,031,100.09	\$0.00	\$174,586.66	\$7,274.45	\$181,861.11	0.0%	20.6%	%60	21.4%
20,000	400	8,000,000	\$641,982.75	\$988,693.33			\$641,982.75 \$	1,337,866.67	\$82,493.73	\$2,062,343.15	\$0.00	\$349,173.34	\$14,548.89	\$363,722.23	0.0%	20.6%	%60	21.4%
200	005	275,000	51.01.71.18 51.539 TC3	\$12,358.67 \$46.345.00		\$20,455.50 \$77,004.01		\$10,723.33 \$62.712.50	00.000.18 \$2,765.74	\$0,000.08 \$04.142.49	\$0.00	54,364.66 816.367.50	5151.86	24.040.52 817.040.48	0.0%	21.3%	%60 0 0%	22.22%
1.000	200	500,000	\$36.932.75	\$61.793.33		\$102.839.67		\$83,616.67	\$5.022.89	\$125.572.31	\$0.00	\$21,823.34	\$909.30	\$22.732.64	0.0%	21.2%	%60	22.1%
1.500	500	750,000	\$55,467.75	\$92,690.00		\$154,330.99		\$125,425.00	\$7,537.20	\$188,429.95	\$0.00	\$32,735.00	\$1,363.96	\$34,098.96	0.0%	21.2%	%60	22.1%
2,500	500	1,250,000	\$92,537.75	\$154,483.33		\$257,313.63		\$209,041.67	\$12,565.81	\$314,145.23	\$0.00	\$54,558.34	\$2,273.26	\$56,831.60	0.0%	21.2%	0.9%	22.1%
5,000	500	2,500,000	\$185,212.75	\$308,966.67		\$514,770.23		\$418,083.33	\$25,137.34	\$628,433.42	\$0.00	\$109,116.66	\$4,546.53	\$113,663.19	0.0%	21.2%	%60	22.1%
7,500	500	3,750,000	\$277,887.75	\$463,450.00 \$617.023.32		\$772,226.83 \$1 000 693 40		\$627,125.00 \$226.166.67	\$37,708.87 \$50.790.40	\$942,721.62 \$1.757.000.87	\$0.00	\$163,675.00 \$718 723 34	\$6,819.79 \$0.003.06	\$170,494.79 \$777 376 40	0.0%	21.2%	0.9%	22.1%
20,000	200	10,000,000	\$741,262.75	\$1,235,866.67		\$2,059,509.82		56.20,100.07	\$100,566.51	\$2,514,162.59	80.00 \$0.00	5436,466.66	\$18,186.11	\$454,652.77	0.0%	21.2%	%60	22.1%
200	600	120,000	\$8,2.69.55	\$14,830.40		\$24,062.45		\$20,068.00	\$1,180.73	\$29,518.28	\$0.00	\$5,237.60	\$218.23	\$5,455.83	0.0%	21.8%	0.9%	22.7%
750	009	450,000	\$31,388.25	\$55,614.00		\$90,627.34	\$31,388.25	\$75,255.00	\$4,443.47	\$111,086.72	\$0.00	\$19,641.00	\$818.38	\$20,459.38	0.0%	21.7%	%60	22.6%
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2,500	009	1.500,000	\$104,947.75	\$185,380,00		\$302.424.74		\$250,850,00	\$14,824.91	\$370,622,66	\$0.00 \$0.00	\$65,470.00	\$2,727.92	S68.197.92	0.0%	21.6%	%60	22.6%
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7,500	009	4,500,000	\$315,117.75	\$556,140.00		\$907,560.16		\$752,550.00	\$44,486.16	\$1,112,153.91	\$0.00	\$196,410.00	\$8,183.75	\$204,593.75	0.0%	21.6%	0.9%	22.5%
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(3) Renewable Ener	rgy Growth Progra	am Charge				\$197.96				\$197.96	×	E Growth Progra	д					
(4) Base Distribution (5) Conference D	Base Distribution Demand Charge (per kW > 200kW) Confee Easter Damond Charge (per kW > 200kW)	e (per kW > 200 vr b W > 200 W	(W)			\$5.30 \$1 99				\$5.30 ¢1 ¢¢	D	Distribution Demand Charge	td Charge					
(6) Distribution Ch.	arge (per kWh)	1 V 1 - 700 V				\$0.00430				\$0.00430								
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(12) Storm Fund Rej	Storm Fund Replenishment Factor	۲				\$0.00788				\$0.00788								
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(15) Low Income Di	Low Income Discount Recovery Factor	Factor				\$0.00262				\$0.002.62								
(16) LRS Adjustmen	LRS Adjustment Factor (Rates Effective April 1, 2023	ffective April 1, 2023)	2023)			\$0.00057				\$0.00057								
(17) Long-term Con (18) Net Metering Ci	tracting for Renew	vable Energy Ch	targe			\$0.00660 \$0.00628				\$0.00660 \$0.00628	R	enewable Energy	Renewable Energy Distribution Charge	ge				
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<ul><li>(28) LRS Adminstration</li><li>(29) Renewable Energy</li></ul>	LRS Adminstrative Cost Adjustment Factor Renewable Energy Standard Charge	aent Factor 'ge				\$0.00780 \$0.00833				\$0.00780 \$0.00833	n	Supply Services Energy Charg	ergy Charge					
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(34) Distribution Energy Charge (35) Distribution Demand Charge	ergy Charge nand Charge					\$0.01636 \$7.18				\$0.01636 \$7.18								
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The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 3 Page 1 of 1

Column (t) per Summary of Reail Delivery Service Rates, RJ.P.U.C. No. 2005 effective 10/1/2023, and Summary of Rates Last Resert Service turif, R.I.P.U.C. No. 2006, effective 10/1/2023 Column (6): Line (G) per Attuchment 1, Page 5, Line (I) avenge. All other miss per Summary of Reatil Delivery Service Rates, R.I.P.U.C. No. 2006, effective 10/1/2023, and Summary of Rates Last Resert Service turif, R.I.P.U.C. No. 2006, effective 10/1/2023

Attachment 4

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 1 of 23

## Request for Power Supply Proposals to Provide the Following Services:

Last Resort Service for the Industrial Group in Rhode Island for the Period:

January 1, 2024 – March 31, 2024

Last Resort Service for the Commercial Group in Rhode Island for the Period:

April 1, 2024 - September 30, 2024

Last Resort Service for the Residential Group in Rhode Island for the Period:

April 1, 2024 - September 30, 2024

**September 8, 2023** 

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 2 of 23

### REQUEST FOR POWER SUPPLY PROPOSALS

### 1. Overview

#### 1.1 Background

The Rhode Island Utility Restructuring Act (URA)<sup>1</sup> provides for competition in the electric utility industry by extending competition in the wholesale power supply markets to retail customers through the provision of retail access to all customers.

The URA provides access to the competitive retail electricity market for all retail customers of The Narragansett Electric Company (Narragansett or NECO) as of January 1, 1998. In 2006, the Rhode Island legislature extended Standard Offer Service (SOS) from the original termination date of December 31, 2009 until December 31, 2020. Narragansett was required to provide SOS to those customers who were not receiving generation service from a non-regulated power producer (also known as a competitive supplier) through December 31, 2020. Narragansett is also required to provide Last Resort Service (LRS) to customers who are not receiving generation service from either SOS or a competitive supplier.

#### 1.2 Transition Service Agreement

In 2021, National Grid USA (National Grid) announced that it had entered into an agreement with PPL Energy Holdings, LLC (PPL), pursuant to which PPL will acquire National Grid's electric and gas distribution business in Rhode Island through the acquisition of National Grid's wholly-owned subsidiary, Narragansett. Upon the closing of this transaction, PPL acquired the outstanding shares of common stock of Narragansett, and Narragansett will continue as a subsidiary of PPL. The Transaction closed on May 25, 2022.

Pursuant to the grant of agency authority by Narragansett to National Grid USA Service Company, Inc. (referred to herein as the Service Provider), the Service Provider is designated to act as Narragansett's agent under the Transition Services Agreement (TSA) between the Service Provider, National Grid and Narragansett in connection with physical and financial energy transactions, including the solicitation and evaluation of this Request for Proposals (RFP), and the purchase, confirmation, billing and administration of the transactions resulting from this RFP.

#### 1.3 Standard Offer Service and Last Resort Service

Beginning on the retail access date, Narragansett's retail customers in Rhode Island had received generation service from either their choice of competitive suppliers or from Narragansett through Standard Offer Service or Last Resort Service. Beginning on January 1, 2010, all Narragansett customers not taking service from a competitive

<sup>&</sup>lt;sup>1</sup>R.I. Gen. Laws § 39-1-27.3.

supplier began taking Standard Offer Service<sup>2</sup>. Narragansett's requirement to provide generation service for customers through SOS concluded at the end of 2020, at which point it would provide generation service through Last Resort Service to those customers who are not taking service from a competitive supplier. Going forward, Narragansett will use the terminology Last Resort Service in its procurements and in its retail rates.

Customers taking Last Resort Service will be in one of three separate groups: Residential, Commercial, and Industrial. This RFP is to procure service for the following groups:

• Residential Group (as defined below) for 20% of the load for the period April 1, 2024 through September 30, 2024;

• Commercial Group (as defined below) for 20% of the load for the period April 1, 2024 through September 30, 2024;

• Industrial Group (as defined below) for 100% of the load for the period January 1, 2024 through March 31, 2024.

Narragansett is hereby seeking proposals from qualified power suppliers to supply firm, load-following power to meet these Last Resort Service requirements. It is the intent of Narragansett and supplier(s) that the resulting transactions shall meet the Commodity Futures Trading Commission's criteria for the forward contract exclusion, including that the parties intend to physically settle the transactions, and are, therefore, not subject to swap regulation.

Service Provider, in consultation with or at the request of the PUC or the Rhode Island Division of Public Utilities and Carriers (Division), reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this RFP or any appendix thereto, or to withdraw this RFP.

#### 1.4 Rhode Island Customer Groups

For the purposes of this solicitation, the Rhode Island Residential, Commercial, and Industrial Groups are defined as follows:

<b>Customer Group</b>	Rate Class
Residential	A-16 and A-60
Commercial	G-02, C-06, S-06, S-10, S-14
Industrial	G-32, B-32, X-01

<sup>&</sup>lt;sup>2</sup> On September 30, 2009, the Rhode Island Public Utilities Commission (PUC) approved Narragansett's April 29, 2009 filing (and revised on July 10, 2009) to replace the previous Standard Offer Service with a new Standard Offer Service. The new Standard Offer Service also included any Last Resort Service customers. Thus, in a change from the former Standard Offer Service, customers who chose to take service from a competitive supplier after January 1, 2010 would be permitted to return to Standard Offer Service if they were no longer receiving service from a competitive supplier.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 4 of 23

#### 2. Description of Services

#### 2.1 Description

Appendix A contains an overview of the services covered by this Request for Proposal. The Appendix provides:

- A brief description of Last Resort Service;
- The eligibility requirements for a customer to obtain or leave Last Resort Service.

#### 2.2 Expected Loads

Narragansett is unable to predict the amount of load that will be required to meet the needs of any customer group. Narragansett's customers are free to leave Last Resort Service at any time to take service from competitive suppliers. The ability of customers to enroll or return to Last Resort Service is described in Appendix A.

To assist suppliers with determining the potential load requirements, Narragansett provides the following information on a Power Procurement Website:

- Aggregate reconciled historical wholesale hourly loads for the Standard Offer Service customer groups (since January 1, 2007). These hourly loads are applicable to the new Last Resort Service that started January 1, 2021.
- Aggregate historical wholesale hourly load data for previous Last Resort Service (through January 2010).
- Aggregate historical wholesale hourly load data for previous Standard Offer Service.
- Municipal Aggregation customer count and historical retail load information (since June 2020).
- Class average load shapes at the retail meter point.
- Historical customer counts, as of the last billing day in each month, by distribution company, SMD Load Zone (since March 1, 2003) and rate class. These counts represent the number of active accounts in each rate class as of the last billing day in each month.
- Historical customer counts for customers taking service from a competitive supplier, as of the last billing day in each month, by rate class.
- ICAP tags as of the last day of the month for each load asset.
- Average winning load block prices from previous RFPs.

Please use the following link to access the site:

http://www.nationalgridus.com/energysupply/

Click on "Data" at the upper right of the screen to access Load data, Customer Count data, Class Average Load Shapes and ICAP Tags. This site is open to anyone with the above link. No user ID or password is required to access the data on the site.

#### 2.3 Load Blocks

Narragansett's total Last Resort Service requirements covered by this RFP are broken down into the following four load blocks:

Load Block	Customer Group	SMD Load Zone	Load Share	Type of Service	Period
A1	Industrial	RI	50%	Last Resort Service	01/01/2024 - 03/31/2024
A2	Industrial	RI	50%	Last Resort Service	01/01/2024 - 03/31/2024
В	Residential	RI	20%	Last Resort Service	04/01/2024 - 09/30/2024
С	Commercial	RI	20%	Last Resort Service	04/01/2024 - 09/30/2024

A supplier may bid on any number of load blocks that it wishes to serve. A Respondent wishing to serve the entire load for a particular customer group should submit a bid for each load block of that customer group. Respondents may not limit the amount of service that may be purchased for a given load block. Proposals that contain limits on the amount of service provided will be rejected<sup>3</sup>.

The amount of load for each load block to be supplied by the winning Supplier(s) will be determined in accordance with the procedure contained in Article 6 of the Master Power Agreement, a copy of which is provided in Appendix B.

#### 2.4 Rhode Island Retail Customer Rates

During the term of service covered by this RFP, Narragansett intends to establish retail rates for generation service for Last Resort Service customers in Rhode Island. The Last Resort Service rates will reflect Narragansett's purchase costs for such service due to commitments made as a result of this and previous RFPs.

#### **3.** General Provisions

#### 3.1 Terms and Conditions

The winning Supplier(s) will be selected to provide Last Resort Service to the applicable customer groups/load blocks during the term covered by this RFP. Last Resort Service will be provided by such Supplier(s) to Narragansett in accordance with the terms and

<sup>&</sup>lt;sup>3</sup> For example, a Respondent offering to supply Block A load must agree to supply 100% of the needs of that load block during every month of the Period. The Respondent may not offer to serve Block A provided that the amount of service purchased does not exceed [specified value] MW in any hour.

conditions of the Master Power Agreement. A copy of the Master Power Agreement for Rhode Island is provided in Appendix B. All Respondents must have an updated executed Master Power Agreement(s) prior to the indicative bid date.

The winning Supplier(s) will be required to execute the applicable confirmation(s) within two (2) business days of being notified that it has been selected as the winning Supplier.

Under Article 7 of the Master Power Agreement, failure of the winning supplier to deliver Requirements would constitute an event of default under the agreement, allowing Narragansett to terminate and recover liquidated damages from the supplier.

#### 3.2 Proposal Process and Submission Dates

The following table outlines the key dates associated with this procurement process.

Process Step	Date
Company Issues Request for Proposal	September 8, 2023
Submit Respondent Proposal Information	September 22, 2023 – 5pm EPT
Submit Indicative Pricing	October 4, 2023 – 10am EPT
Submit Final Pricing	October 11, 2023 – 10am EPT
Company Notifies Winning Bidders	October 11, 2023 – 1pm
Winning Bidders and Company execute	No later than two business days after Final
Confirmations	Pricing
Service Begins	January 1, 2024 or April 1, 2024

One (1) copy of a Respondent's Proposal Information and proposed agreement modifications must be submitted by e-mail or mailed to the following address:

James Calandra Wholesale Electric Supply National Grid 100 East Old Country Road Hicksville, NY 11801 (516) 545-5433 e-mail: ElectricSupply@nationalgrid.com

Service Provider is conducting the procurement process in three steps. The first step is for Respondents to provide Service Provider with their background and financial information by 5:00 p.m. Eastern Prevailing Time (EPT) on September 22, 2023. Upon receipt, Service Provider will evaluate each Respondent's qualifications and will notify any Respondent that does not qualify by at least one business day before Indicative Pricing is due.

Service Provider will not evaluate any indicative or final pricing if the Respondent does not have an executed Master Power Agreement. The Master Power Agreement must be executed prior to submitting indicative pricing.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 7 of 23

The second step in this process is for Respondents to provide indicative pricing information by 10:00 a.m. EPT on October 4, 2023 at the above address. Service Provider will evaluate the indicative pricing as described above, and if required, Service Provider may seek clarifications from Respondents. Service Provider will file an indicative pricing summary with the PUC.

The third step is as follows: Respondents to provide final pricing information by 10:00 a.m. EPT on October 11, 2023 at the above address. Service Provider requests final pricing be valid until 1:00 p.m. Service Provider intends to evaluate the final pricing and select a Supplier(s) that day by that time. Final pricing shall be binding until execution of a confirmation. Respondents should specify the manner in which they will accept a binding acceptance of their offer by Service Provider prior to receipt of an executed agreement (letter of intent or e-mail) or they will be deemed to be bound by Service Provider's acceptance communicated in any of the preceding manners. Service Provider will file a final pricing summary with the PUC.

At any time, Service Provider, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this RFP or any appendix thereto and to withdraw this RFP.

3.3 Contact Person/Questions

All questions regarding this Request for Proposal should be directed to James Calandra at the address provided above.

#### 4. Service Features

#### 4.1 Commencement Date of Supply

Service from the winning Supplier(s) to Narragansett shall begin as of HE 0100 EPT on the date specified in the table found in Section 2.3 – Load Blocks.

Service from Narragansett to individual customers who are currently taking Last Resort Service in each customer group as of the Commencement Date, if any, will continue with the winning Supplier(s) providing such service to Narragansett as of the Commencement Date.

Service from Narragansett to individual customers taking Last Resort Service as of the Commencement Date shall begin on the customer's meter reading date following notification/determination that a customer will be commencing Last Resort Service or such other date designated by Narragansett consistent with Narragansett's Tariff for Off Cycle Meter Read for Switch of Supplier R.I.P.U.C. No. 2242 in Rhode Island.

Narragansett's procedures provide for customers to be switched from one service option to another (e.g., from Last Resort Service to a competitive supplier, from one competitive supplier to another competitive supplier, from a competitive supplier to Last Resort Service) on their normal cycle meter reading dates. However, there may be circumstances (e.g., default of a competitive supplier) that might require a customer to be switched to Last Resort Service "off-cycle". In such case, the customer will be switched to Last Resort Service on a date designated by Narragansett consistent with Narragansett's Tariff for Off Cycle Meter Read for Switch of Supplier R.I.P.U.C. No. 2242 in Rhode Island.

#### 4.2 Termination Date of Supply

Service from the winning Supplier(s) to Narragansett shall terminate at HE 2400 EPT on the dates specified in the table found in Section 2.3 – Load Blocks.

Individual customers taking Last Resort Service from Narragansett may terminate the service at any time. Terminations may include, but not be limited to, (i) a customer's taking competitive service from a competitive supplier, (ii) disconnection of service by Narragansett in accordance with regulations and procedures approved by the PUC, or (iii) closing of a customer's account. Narragansett's procedures provide for customers electing to terminate such service to be switched to their successor service on their normal cycle meter reading date following the date that Narragansett receives notification of such switch. However, there may be circumstances which might require a customer to be terminated "off-cycle". In such a case, the customer will be terminated from Last Resort Service on a date to be determined by Narragansett.

4.3 Delivery Points

The Supplier(s) of Last Resort Service will be responsible for delivering power to the nodes/zones representing the actual locations of the Last Resort Service loads. The Supplier(s) of each of the services will be responsible for any PTF losses allocated by the ISO related to the services. The locations of the applicable Last Resort Service load assets are as follows:

	SMD Load	Load		Load
Company	Zone	Asset	Load Asset Name	Block
NECo	RI	37765	NECO INDUSTRIAL SO LOAD_4005	A1, A2
NECo	RI	37763	NECO RESIDENTIAL SO LOAD_4005	В
NECo	RI	37764	NECO COMMERCIAL SO LOAD_4005	С

#### 4.4 Form of Service

The Supplier(s) of each load block shall be responsible for meeting the specified service requirements for all of Narragansett's customers in a specific load block. These service requirements include the generation and/or market procurement and delivery to the

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 9 of 23

delivery point(s) of the portion of the electric capacity, energy and ancillary services required to meet the needs of Narragansett's ultimate customers taking such service. Narragansett will implement the transfer of these responsibilities to the Supplier(s) by updating the asset registration for each of the above Load Assets. Narragansett will assign to the Supplier(s) the applicable Ownership Share for each Load Asset. Once a Supplier's obligation terminates, Narragansett will terminate the Supplier's Ownership Share of a Load Asset.

The Supplier(s) shall be responsible for all obligations, requirements, and costs associated with the Supplier(s) having the Load Asset Ownership Share which shall include but not be limited to the day-ahead load obligations and real-time load obligations at the nodes/zones of each Load Asset. A more complete description of a Supplier(s)'s responsibilities can be found in the Master Power Agreement in Appendix B of this RFP.

The Supplier(s) shall be responsible for all decisions and data submissions associated with any bids into the market system to manage these obligations. The Supplier(s) shall be responsible for all components of any Locational Marginal Prices the Supplier must pay in delivery of the services. These components include, but are not limited to, the day-ahead and real-time energy, marginal losses, and congestion charges. As the supplier of such services, the Supplier(s) will be responsible for all present or future requirements and associated costs (to the extent such charges are not imposed on Narragansett as a transmission charge by NEPOOL or the ISO) associated with the services and any other requirements, market products, expenses or charges imposed by NEPOOL or the ISO, as they may be in effect from time to time.

The Supplier(s) will also be responsible for all transmission and distribution losses associated with delivery of the electricity from the delivery point to the Last Resort Service customer's meter. A description of the estimation process for determining supplier hourly load can be found in Appendix A of the Master Power Agreement, found in Appendix B of this RFP.

Narragansett will make arrangements with the ISO for transmission service over the PTF and non-PTF, from and after the Delivery Point to the Customers' meters. Narragansett will be billed by the ISO and the applicable Participating Transmission Owner(s) for these services. Narragansett will pay these bills and collect the costs, along with Narragansett's distribution costs, from its retail customers through its retail delivery service tariffs. Any other transmission or distribution costs will be the Supplier(s)' responsibility.

Request for Power Supply Proposals September 8, 2023 Page 8 of 22

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 10 of 23

#### 5. **Proposal Requirements**

#### 5.1 Format of Proposal

The information required by Service Provider to evaluate each proposal is identified in Appendix C. Respondents may simply complete the forms provided in Appendix C in any legible fashion and return them to James Calandra as provided in Section 3.2. In addition, proposals should contain explanatory, descriptive and/or supporting materials as necessary.

#### 5.2 Proposed Pricing

Respondents must specify the price at which they will provide Last Resort Service for each load block on which they are bidding to serve. Purchases will be made on an "as-delivered" energy basis with prices stated on a fixed \$/MWh basis. Such prices shall exclude any ISO capacity charges and credits. Such prices may vary by calendar month and by load block, but must be uniform for the entire calendar month or period, as specified, and cover the entire term of this Request for Proposals.

Prices which contain demand components, minimum purchase requirements or which vary by time-of-use within a calendar month will be rejected. Other than capacity market charges and credits, prices which exclude one or more market costs (e.g. uplift costs, etc.) will be rejected.

Service Provider intends to pay a Supplier(s) based on the billing determinants as defined in the Master Power Agreement. These billing determinants are the loads as reported to and settled by the ISO, which include transmission and distribution losses, and exclude any PTF losses allocated to the Supplier by the ISO during the settlement. Service Provider intends to pay a Supplier(s) the net of the actual ISO capacity charges and credits associated with the Supplier(s) having the Load Asset Ownership Share.

Service Provider is seeking the following pricing:

• All-Inclusive Bids: For each load block (A1 through C), a price which includes all costs except capacity market charges and credits. Should Service Provider select this option, (1) Suppliers would be responsible for all costs except capacity market charges and credits, (2) Service Provider would pay Suppliers for the net of the actual ISO capacity charges and credits, and (3) Suppliers would not be responsible for complying with the Renewable Energy Standard component.

#### 5.3 Terms and Conditions

Service will be provided pursuant to the terms of the Master Power Agreement.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 11 of 23

#### 5.4 New England Market Participation

Each Respondent must indicate whether it has an executed and accepted Market Participant Service Agreement with ISO New England or if it plans to execute an agreement and, if so, at what point it is in the application process and the time frame for completing the process. Respondents must also provide evidence of agreements with a Market Participant if Respondent will have another Market Participant be responsible for its market settlement obligations.

#### 5.5 Competitive Supplier Registration

The service provided by the Supplier(s) of Last Resort Service to Narragansett is a wholesale transaction between the Supplier(s) and Narragansett; therefore, the Supplier(s) do not have to be licensed or registered suppliers with any state regulatory commission.

#### 5.6 Regulatory Approvals

The Supplier(s) of the services covered by this Request for Proposal must obtain and maintain all necessary regulatory approvals required to enable it to provide the applicable service. Such approvals must be obtained prior to January 1, 2024, or April 1, 2024, as applicable.

#### 6. Retail Customer Relationships

6.1 Customer Billing

All customers taking Last Resort Service covered by this RFP will be retail customers of Narragansett. As the retail provider of such service, Narragansett will bill customers for the Last Resort Service provided.

#### 6.2 Notification of Enrollments and Terminations

Narragansett will provide electronic notification to the Supplier(s) of Last Resort Service customer enrollments and terminations within a customer group. Enrollment information will include account number, rate class and commencement date of service. Termination information will include account number, rate class and termination date of service. Such notifications shall only be provided when a Supplier establishes a Windows or Unix file server with capability of sending and receiving File Transfer Protocol (FTP), files with Pretty Good Privacy (PGP), Encryption/Decryption, and (ii) verifies its ability to transfer files to and receive files from Narragansett at least fourteen (14) days prior to the day on which a Supplier desires to commence electronic receipt.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 12 of 23

#### 6.3 Customer Service

Narragansett, as the retail provider of Last Resort Service, will provide customer service to all customers receiving Last Resort Service.

#### 7. Selection Process

The criteria to be used in evaluating proposals will be the lowest evaluated bid price by load block. If there are identical lowest final bid prices, the winning bidder will be determined by selecting the bidder with the lowest final bid price for the estimated highest volume month.

#### 8. Credit Requirements

In order to protect Narragansett's Last Resort Service customers from the risk of Supplier(s) default, a winning Supplier(s) must be able to demonstrate it has the financial resources to perform during the term of the agreement. As reflected in the attached Master Power Agreement (Appendix B to this RFP), Service Provider will require Supplier(s) to provide some form of security when entering into a Confirmation. The security arrangement will be based on the expected volume of load for the load block and a mark-to-market margining clause. As forward market prices change, the Supplier(s) will be required to post security for those incremental changes. Additionally, Suppliers that are rated at or below BBB-/Baa3 will be required to post an Independent Amount equal to 10% of the notional value of each load block awarded. The Supplier(s) shall provide security in one of the following forms:

- Unsecured line of credit for a rated counterparty
- Parental Guaranty
- Letter of Credit
- Cash deposit with Service Provider

Respondents that are rated by a major credit rating agency must provide the ratings assigned by such agencies. Respondents that are not rated by a major credit rating agency must provide the following information to enable Service Provider to evaluate a Respondent's financial strength:

- Respondent's organizational history
- Date of establishment
- Initial (if founded within the last ten years) and current capitalization
- Certified financial statements, including balance sheets and statements of income and cash flow with respect to the two previous fiscal years and the most recent interim period
- Forms 10-K and 10-Q, submitted to the United States Securities and Exchange Commission for the two previous fiscal years, if applicable;

Request for Power Supply Proposals September 8, 2023 Page 11 of 22

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 13 of 23

- Short-term and long-term debt ratings from Moody's Investor Service or Standard & Poor's Corporation
- Corporate affiliates or joint venture partners including any details regarding financial limitations between partners or affiliates.

If a Respondent has provided this information to Service Provider or an affiliate in a response to a previous RFP, then the Respondent needs only to identify the date and to whom the information was submitted and update the previously provided information.

Service Provider agrees that it will treat the information it receives from Respondents in a confidential manner and will not, except as required by law or regulatory authority, disclose such information to any third party or use such information for any purpose other than in connection with this RFP.

#### 9. General Requirements

Service Provider may withdraw and terminate this RFP at any time without any liability. Service Provider reserves the right to accept or reject, in whole or in part, any and all proposals. Service Provider will not be responsible to any Respondent or any other party for failure to execute a Master Power Agreement or Confirmation.

Service Provider shall reject proposals submitted in response to this RFP that are incomplete, or do not conform to the requirements of the RFP, or are submitted beyond the deadline for submission. All proposals submitted by Respondents in response to the RFP will become the exclusive property of Narragansett.

Service Provider will post the average winning bid price of each load block on the Power Procurement Website within 90 days of final pricing.

Each Respondent certifies, by is submission of a bid, that it is bidding independently and that it has no knowledge of any proposal being submitted by another Respondent in response to this RFP. Each Respondent further certifies that, by its submission of a bid, it has not disclosed and will not disclose prior to any award hereunder any information relating to its proposal which could have an effect on whether another party submits a proposal to this RFP or on the contents of such proposal that another bidder would be willing to submit in response to this RFP. Such information includes, but is not limited to: the fact that the bidder is submitting a proposal in response to this RFP, the bidder's bids, the bidder's estimation of the risks associated with supplying a product, and the bidder's preference for bidding on one or several products.

If any information provided by the Respondent changes or fails to remain valid, it is the sole responsibility of the Respondent to notify Service Provider of such change. Failing to do so may result in disqualification of the Respondent and its proposal for the solicitation.

Request for Power Supply Proposals September 8, 2023 Page 12 of 22

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 14 of 23

Respondents shall, at their own cost and expense, defend, indemnify and hold harmless Service Provider and Narragansett, their parents, subsidiaries and affiliates and their officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions proceeding or allegations of any kind which in any manner relate to arise out of, or result from any false statements or misrepresentations, intentional or unintentional, in its proposal, or breach of any covenant by the Respondent set forth herein.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 15 of 23

## **APPENDIX** A

## **DESCRIPTION OF SERVICES**

	The Narragansett Electric Company					
	Last Resort Service					
Description	Electric Service provided to retail customers who are not taking service from a competitive supplier.					
Eligibility Requirements	<ul> <li>Service to customers can be initiated by:</li> <li>a) A customer notifying Narragansett that it wishes to terminate service from its competitive supplier and commence Last Resort Service.</li> <li>b) A competitive supplier notifying Narragansett that it is terminating service to a customer.</li> <li>c) A competitive supplier ceasing to provide service to a customer without notifying Narragansett.</li> <li>d) A customer moves into Narragansett's service territory and does not affirmatively choose a competitive supplier.</li> </ul>					
Aggregate Number of Customers Taking Service and Historical Load Profiles	Note: Historic customer count data and historical hourly load profiles are available at the Power Procurement Website: <u>http://www.nationalgridus.com/energysupply/</u>					

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 17 of 23

## **APPENDIX B**

## **MASTER POWER AGREEMENT**

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 18 of 23

## APPENDIX C

## **REQUIRED PROPOSAL INFORMATION**

#### **RESPONDENT:**\_

#### 1. General Information

Name of Respondent	
Principal contact person < Name < Title < Company < Mailing address < Telephone number (office) < Telephone number (cell) < Fax number < E-mail address	
Secondary contact person (if any) < Name < Title < Company < Mailing address < Telephone number (office) < Telephone number (cell) < Fax number < E-mail address	
Legal form of business organization of Respondent (e.g., sole proprietorship, partnership, limited partnership, joint venture, or corporation)	
State(s) of incorporation, residency and organization Indicate whether Respondent is in good standing in all states in which Respondent is authorized to do business and, if not, which states and the reason it is not.	
If Respondent is a partnership, the names of all general and limited partners.	
If Respondent is a limited liability company, the names of all direct owners.	
Description of Respondent and all affiliated entities and joint ventures transacting business in the energy sector	

#### **RESPONDENT:**\_

#### 2. Financial Information

2. Financial Information	
Current debt rating for Respondent (include ratings and names of rating agencies).	
Date Respondent's last fiscal year ended.	
Total revenue for Respondent for the most recent fiscal year.	
Total net income for Respondent for the most recent fiscal year.	
Total assets for Respondent as of the close of the previous fiscal year.	
Copy of the Respondent's most recent balance sheet, income statement and cash flow statement.	
Copy of the Respondent's most recent audited balance sheet, income statement and cash flow statement.	

#### 3. Defaults and Adverse Situations

Describe, in detail, any situation in which Respondent (either individually or as part of a consortium, joint venture or other group), or an affiliate of Respondent, defaulted or was deemed to be in noncompliance of its contractual obligations to transact business in the energy sector within the past five years including, without limitation, to purchase or deliver energy, capacity or other market products at retail or wholesale, or for the purchase or sale of electricity or natural gas, and including any financing agreements or financing provisions of any agreement.
Explain the situation, its outcome and all other relevant facts associated with the event.
If there was litigation, provide the case caption, index number and court.
Identify the name, title and telephone number of the principal manager of the customer/client who asserted the event of default or noncompliance.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 4 Page 21 of 23

#### **RESPONDENT:**\_

Has Respondent, or any affiliate of Respondent, in the last five years, (a)	
consented to the appointment of, or was taken	
in possession by, a receiver, trustee, custodian	
or liquidator of a substantial part of its assets,	
(b) filed a bankruptcy petition in any	
bankruptcy court proceeding, (c) answered,	
consented or sought relief under any	
bankruptcy or similar law or failed to obtain a	
dismissal of an involuntary petition, (d)	
admitted in writing of its inability to pay its debts when due, (e) made a general	
assignment for the benefit of creditors, (f) was	
the subject of an involuntary proceeding	
seeking to adjudicate that Party bankrupt or	
insolvent, (g) sought reorganization,	
arrangement, adjustment, or composition of it	
or its debt under any law relating to	
bankruptcy, insolvency or reorganization or	
relief of debtors.	
Describe any facts presently known to	
Respondent that might adversely affect its	
ability to provide the service(s) bid herein as	
provided for in the RFP	

#### 4. NEPOOL AND POWER SUPPLY EXPERIENCE

Is Respondent a member of NEPOOL?	
Does Respondent have an executed and accepted Market Participant Service Agreement with ISO New England?	
Name of Market Participant if Respondent will have another Market Participant be responsible for its market settlement obligations.	
Describe Respondent's experience and record of performance in the areas of power marketing, brokering, sales, and/or contracting, for the last five years within NEPOOL and/or the New England region.	
Provide three references (name, title and contact information) who have contracted with the Respondent for similar load following services within the last 2 years.	
#### **RESPONDENT:**\_

5	CONFLICTS OF INTEREST	
	Briefly describe any known conflicts of interest between bidder or an affiliate of bidder and Narragansett (Buyer), Service Provider or any affiliates of the foregoing.	
	Enumerate any litigation, claims or complaints asserted by bidder or an affiliate of bidder, against Buyer, Service Provider, or an affiliate of any of the foregoing.	
	Enumerate any litigation, claims or complaints asserted against bidder or an affiliate of bidder by Buyer, Service Provider, or an affiliate of any of the foregoing.	

## 6. SCOPE OF BID AND TERMS OF SALE

Will Respondent execute a contract substantially similar to the Master Power Agreement contained in Appendix B?	
Explain any proposed modifications.	
List all regulatory approvals required before service can commence.	

#### **RESPONDENT:**

#### 7. Proposed Pricing

(Respondent required to submit bidding spreadsheet included on procurement website)

# Last Resort Service

Bid	SMD	Customer		Period		Mor	thly Pricing -	\$/MWh (all in	nclusive w/o	RES Complia	nce)
Block	ZONE	Group	Percent	From	То	Jan-24	Feb-24	Mar-24			
A1	RI	Industrial	50%	1-Jan-24	31-Mar-24						
						Jan-24	Feb-24	Mar-24			
A2	RI	Industrial	50%	1-Jan-24	31-Mar-24						
						Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
В	RI	Residential	20%	1-Apr-24	30-Sep-24						
						Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
С	RI	Commercial	20%	1-Apr-24	30-Sep-24						

Note: All bids rounded to 2 decimal places.

If not bidding in a block, enter zero or leave blank. Please specify any bid limitations in the following section:

> Request for Power Supply Proposals September 8, 2023

Attachment 5

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 5 Page 1 of 5

#### **REDACTED DOCUMENT**

# THE NARRAGANSETT ELECTRIC COMPANY LAST RESORT SERVICE PROCUREMENT SUMMARY

# FOR THE PERIOD JANUARY 2024 – SEPTEMBER 2024

#### 1. RFP Issued

The Narragansett Electric Company (Narragansett) issued its Request for Power Supply Proposals (RFP) on September 8, 2023 directly to suppliers for the service period January 2024 through September 2024.

The RFP was posted on an energy supply website and also posted on the S&P Global Energy Markets website. As a result, the RFP had wide distribution throughout the New England energy supply marketplace.

This procurement was conducted in accordance with the Last Resort Service (LRS) Procurement Plan approved by the Rhode Island Public Utilities Commission in Docket No. 22-02-EL (approved March 14, 2023). The Last Resort Service Procurement Plan provides generation service, previously known as Standard Offer Service, to customers not taking service from a competitive supplier. This procurement is consistent with prior procurements conducted by Narragansett.

Narragansett's RFP requested all-inclusive pricing for the following:

- 100% of the Rhode Island Industrial Group Last Resort Service requirements for the period January 2024 through March 2024;
- 20% of the Rhode Island Commercial Group Last Resort Service requirements for the period April 2024 through September 2024;
- 20% of the Rhode Island Residential Group Last Resort Service requirements for the period April 2024 through September 2024.

These requirements were divided into four distinct load blocks. A description of each load block is provided in Exhibit 1.

#### 2. Key RFP Dates

- The RFP was issued on September 8, 2023.
- Supplier information was received on September 22, 2023.
- Indicative bids were received on October 4, 2023.
- Final bids were received on October 11, 2023.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 5 Page 2 of 5

#### **REDACTED DOCUMENT**

#### 3. Contract Submissions

All bidders had executed Master Power Agreements with Narragansett before final bids and no contract revisions were necessary with the winning bidders. Narragansett was able to resolve all outstanding issues with the bidders prior to receipt of bids and executed agreements that did not shift risks or obligations to its customers from those contained in its proposed agreements.

#### 4. Indicative Bids

Indicative bids were received on October 4, 2023 from bidders.

The indicative bids were evaluated and ranked (see Exhibits 2 and 3). Indicative pricing was used only to determine current market prices, to prepare an initial ranking of bids and to identify any bidding anomalies. The Rhode Island retail prices in Exhibit 3 were calculated by adjusting the wholesale contract prices in Exhibit 2 by the ratio of wholesale purchases to retail deliveries as calculated in Exhibit 3.

The lowest indicative bids for each load block were compared to Narragansett's estimate of expected indicative bids. Our methodology calculates the expected bid prices from the historical relationship of the bid prices to all market components that comprise the bid price (see Exhibit 4). This method utilizes a detailed on-peak & off-peak calculation and incorporates the energy and ancillary services bid components.

#### 5. Award of Final Bids

Final bids were received on October 11, 2023 from bidders.

The final bids were evaluated and ranked (see Exhibits 5 and 6). The retail prices for Rhode Island in Exhibit 6 were calculated by adjusting the wholesale prices in Exhibit 5 by the ratio of wholesale purchases to retail deliveries as calculated in Exhibit 6.

A summary of the number of conforming bids per block is provided in the following table:

Block	# of Bids
A1	
A2	
В	
С	

The lowest final bids for each load block were compared to Narragansett's estimate of expected bids based on the methodology described above (see Indicative Bids). The calculations of these expected prices can be found in Exhibit 7.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 5 Page 3 of 5

#### **REDACTED DOCUMENT**

The RFP's competitive bidding process identified the winning bids for the four blocks as shown in Exhibit 8. Exhibit 8 also provides the basis for the award. Exhibit 9 provides a bidder key to help identify bidders.

Exhibit 10 provides a bid premium estimate for all winning bids. The bid premium estimate is the difference between the Winning Bid Costs and the Market Component Costs. This difference includes:

- basis differential (the difference between the RI zonal price and hub price)
- volume risk premium a premium associated with Est. MWh, On Peak % (loadshape), etc.
- migration risk premium
- price risk premium premium associated with ancillary services costs, unexpected uplift costs, & electricity costs
- load shaping premium
- credit costs
- supplier margin

#### 6. Description of Wholesale Markets Conditions

The expected retail rates for the Industrial Group are based on the wholesale bids that were awarded supply in this RFP for January to March 2024. Electric futures provide an estimate of the power component of the Last Resort Service winning bid prices. Electric futures are provided daily as monthly on-peak and off-peak prices.

Below is a comparison of the "round the clock" ("RTC") electric futures prices for the Industrial Group for October to December 2023 rate period (procured on July 12, 2023) and the January to March 2024 rate period:

	RTC Price	RTC Pric		
Month	<u>(\$/MWh)</u>	Month	<u>(\$/MWh)</u>	
Oct-23	30.55	Jan-24	131.29	
Nov-23	58.36	Feb-24	117.96	
Dec-23	110.33	Mar-24	65.60	
Straight Average:	66.42	Straight Average:	104.95	

The RTC prices above are calculated for each month by utilizing the published on-peak and offpeak futures prices as of each RFP date and an estimate of the on-peak and off-peak usage for the Industrial Group.

For the Industrial Group the table above demonstrates that futures prices increased for the January to March 2024 rate period compared to the previous period. A straight average of the Industrial RTC prices shows a price change from \$66.42 to \$104.95, a 58% increase.

Additionally, the electric futures prices increased from the indicative bid date of October 4, 2023 to the final bid date of October 11, 2023 for the January to March 2024 period. The average on peak price increased from \$108.65 to \$109.54, a 0.8% increase, and the average off peak price increased from \$99.11 to \$99.77, a 0.7% increase.

#### **REDACTED DOCUMENT**

Capacity costs are no longer included in the Last Resort Service bids, but they are included in final LRS rates. For Capacity Commitment Periods through May 2022, the final capacity costs were predominantly determined using the Net Regional Clearing Price which was calculated after a month had occurred. Starting June 2022, the final capacity costs will be primarily determined by the Forward Capacity Auction (FCA) Charge Rate. Among other factors, the FCA Charge Rate includes the clearing prices determined in the FCA for new and existing resources. Additional credits and costs, such as from Annual Reconfiguration Auctions, will also be included in the final capacity costs. The FCA capacity clearing prices and payment rates peaked in the ninth capacity commitment period and have decreased in subsequent auctions.

	(\$/kV	V-month)
Capacity Commitment Period	New Resource	Existing Resource
June 1, 2016 to May 31, 2017 (FCA 7)	3.150	2.744
June 1, 2017 to May 31, 2018 (FCA 8)	15.000	7.025
June 1, 2018 to May 31, 2019 (FCA 9)	17.728	11.080
June 1, 2019 to May 31, 2020 (FCA10)	7.030	7.030
June 1, 2020 to May 31, 2021 (FCA11)	5.297	5.297
June 1, 2021 to May 31, 2022 (FCA12)	4.631	4.631
June 1, 2022 to May 31, 2023 (FCA 13)	3.800	3.800
June 1, 2023 to May 31, 2024 (FCA 14)	2.001	2.001
June 1, 2024 to May 31, 2025 (FCA 15)	3.980	3.980
June 1, 2025 to May 31, 2026 (FCA 16)	2.639	2.639

#### 7. Retail Rate

The expected retail rates for the Industrial Group, excluding administrative cost adders and the Renewable Energy Standard Charge, were based on the wholesale bids that were awarded supply and capacity cost estimates.

For the Residential and Commercial Groups, this is the fourth of five RFPs to procure power to serve LRS customers for the April 2024 to September 2024 time period. LRS rates for April 2024 to September 2024 period will be created after the January RFP for the Residential and Commercial Groups. The January RFP's costs will be weighted with previous RFPs, capacity cost estimates, and an estimate for the 10% spot market purchases to determine the final retail rates.

The Rhode Island retail rates were calculated by adjusting the wholesale contract prices using the ratio of wholesale kWh purchases to retail kWh deliveries as calculated in Exhibit 6.

A summary of the estimated retail rates for blocks A1 through C is provided in Exhibit 11.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 5 Page 5 of 5

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# EXHIBIT 1 LOAD BLOCK DESCRIPTIONS

Load Block	Group	SMD Load Zone	Load Share	Type of Service	Period
A1	Industrial	RI	50%	Last Resort Service	01/01/2024 - 03/31/2024
A2	Industrial	RI	50%	Last Resort Service	01/01/2024 - 03/31/2024
В	Residential	RI	20%	Last Resort Service	04/01/2024 - 09/30/2024
С	Commercial	RI	20%	Last Resort Service	04/01/2024 - 09/30/2024

Attachment 6

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 1 of 12

## **REDACTED DOCUMENT**

#### **EXECUTION COPY**

## MASTER POWER AGREEMENT FORM OF CONFIRMATION

This Confirmation shall confirm the Transaction agreed to on, and effective as of **October 11**, **2023** between **THE NARRAGANSETT ELECTRIC COMPANY**, a Rhode Island corporation ("Buyer") and

("Seller") regarding the sale/purchase of Last Resort Service specified herein under the terms and conditions under the Master Power Agreement, dated May 10, 2011 (the "Master Power Agreement") between Buyer and Seller, as specified and modified herein. It is the intent of Buyer and Seller that the Transaction shall meet the Commodity Futures Trading Commission's criteria for the forward contract exclusion, including that the Parties intend to physically settle the Transaction, and is therefore not subject to swap regulation. Terms used but not defined herein shall have the meanings ascribed to them in the Master Power Agreement.

## 1. Last Resort Service Requirements Matrix

Award	Customer	Load	Load	Commencement	Conclusion
Block	Group	Zone	Responsibility	Date	Date
В	Residential	RI	20%	04/01/24	09/30/24

# 

# 3. Load Asset Designation within the ISO Settlement Market System

Award	Customer	Load	Load Asset	
Block	Group	Zone	Number	Load Asset Name
В	Residential	RI	37763	NECO RESIDENTIAL SO LOAD_4005

#### 4. **RES Requirement**

RES Requirement shall mean, for each calendar month during the term of this Transaction, zero.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 2 of 12

## **REDACTED DOCUMENT**

## 5. Amount Payable

The amount payable by the Buyer to Seller in a month shall be:

- (i) The product of (a) the Delivered Energy for Last Resort Service to the Residential Customer Group in a month and (b) the Residential Contract Rate in the month plus,
- (ii) The Capacity Charges for the Residential Customer Group in the month.

# 6. Modifications to the Master Power Agreement

The definition of Capacity Charges in Article 2 is deleted in its entirety and replaced with the following:

**Capacity Charges** means, notwithstanding any other provision of this Agreement, any current or future ISO capacity charges (including without limitation charges associated with the ISO Cost of Service Agreement for Mystic Units 8 and 9) or credits charged or accruing to Seller associated with providing Requirements as set forth in the Confirmation for the applicable Transaction as applicable to a month or period in the Delivery Term.



The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 3 of 12

# **REDACTED DOCUMENT**



#### 8. Confidentiality

Articles 2 and 7 of this Confirmation are Confidential Terms within the meaning of Article 23 of the Master Power Agreement.

#### 9. Ratification of the Terms and Conditions of the Agreement

(a) Except as expressly amended or waived by this Confirmation, the terms, conditions, covenants, agreements, warranties and representations contained in the Master Power Agreement are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

(b) Nothing in this Confirmation shall, or shall be construed to, alter or amend any other Confirmation.

# 10. Counterparts

This Confirmation may be executed in counterparts, all of which together shall constitute one and the same instrument.

This Confirmation constitutes part of and is subject to the terms and provisions of such Master Power Agreement.

## Remainder of Page Intentionally Left Blank

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 4 of 12

# **REDACTED DOCUMENT**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation on their behalf as of the date first above written

# THE NARRAGANSETT ELECTRIC COMPANY

Name: <u>David J. Bonenberger</u> Title: <u>President</u>



The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 5 of 12

#### **REDACTED DOCUMENT**

**EXECUTION COPY** 

# MASTER POWER AGREEMENT CONFIRMATION

This Confirmation shall confirm the Transaction agreed to on, and effective as of, **October 11**, **2023** between **THE NARRAGANSETT ELECTRIC COMPANY**, a Rhode Island corporation ("Buyer") and

("Seller") regarding the

sale/purchase of Last Resort Service specified herein under the terms and conditions under the Master Power Agreement, dated June 16, 2009 (the "Master Power Agreement") between Buyer and Seller, as specified and modified herein. It is the intent of Buyer and Seller that the Transaction shall meet the Commodity Futures Trading Commission's criteria for the forward contract exclusion, including that the Parties intend to physically settle the Transaction, and is therefore not subject to swap regulation. Terms used but not defined herein shall have the meanings ascribed to them in the Master Power Agreement.

# 1. Last Resort Service Requirements Matrix

Award	Customer	Load	Load	Commencement	Conclusion
Block	Group	Zone	Responsibility	Date	Date
С	Commercial	RI	20%	04/01/24	09/30/24



# 3. Load Asset Designation within the ISO Settlement Market System

Award Block	Customer Group	Load Zone	Load Asset Number	Load Asset Name
С	Commercial	RI	37764	NECO COMMERCIAL SO LOAD_4005

# 4. RES Requirement

RES Requirement shall mean, for each calendar month during the term of this Transaction, zero.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 6 of 12

# **REDACTED DOCUMENT**

# 5. Amount Payable

The amount payable by the Buyer to Seller in a month shall be:

- (i) The product of (a) the Delivered Energy for Last Resort Service to the Commercial Customer Group in a month and (b) the Commercial Contract Rate in the month, plus
- (ii) The Capacity Charges for the Commercial Customer Group in the month.

# 6. Modifications to the Master Power Agreement

The definition of Capacity Charges in Article 2 is deleted in its entirety and replaced with the following:

**Capacity Charges** means, notwithstanding any other provision of this Agreement, any current or future ISO capacity charges (including without limitation charges associated with the ISO Cost of Service Agreement for Mystic Units 8 and 9) or credits charged or accruing to Seller associated with providing Requirements as set forth in the Confirmation for the applicable Transaction as applicable to a month or period in the Delivery Term.

# 7. Security

# A. Calculation of Exposure

Exposure shall be calculated in accordance with Paragraph 3 of the CSA, subject to the conditions and definitions below.

# Seller Independent Amount means zero.

**Expected Daily Load** means the average daily load based upon two years of available actual loads for a given month for the Commercial Customer Group as specified in the following table:

Award	Customer	Load	April	May	June	July	August	September
Block	Group	Zone	2024	2024	2024	2024	2024	2024
С	Commercial	RI	454	422	482	562	546	480

Adjustment Factor is 0.95.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 7 of 12

## **REDACTED DOCUMENT**

**<u>Reference New England Internal Hub Price</u>** means the prices as specified in the following table:

ISO New England Internal Hub Price	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024
Off-Peak	38.88	33.23	36.80	47.15	38.88	34.40
Peak	46.40	38.98	49.38	71.23	59.85	45.50
Reference New England Internal Hub Price**	42.56	35.95	42.39	58.54	48.80	39.33

\*\*The Reference New England Internal Hub price shall be calculated as ((Peak Price x number of Peak Hours in the Month) + (Off-Peak Price x number of Off-Peak Hours in the Month))/(Total Hours in the Month)), as applicable.

## **B.** Delivery of Collateral

Within five (5) Business Days after the execution of this Confirmation, Seller shall provide Collateral in accordance with Paragraph 3(a) of the Credit Support Annex of the Master Power Agreement, and in any of the forms specified in Paragraph 6 of the Credit Support Annex of the Master Power Agreement.

# 8. Confidentiality

Article 2 of this Confirmation is Confidential Terms within the meaning of Article 23 of the Master Power Agreement.

# 9. Ratification of the Terms and Conditions of the Agreement

(a) Except as expressly amended or waived by this Confirmation, the terms, conditions, covenants, agreements, warranties and representations contained in the Master Power Agreement are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

(b) Nothing in this Confirmation shall, or shall be construed to, alter or amend any other Confirmation.

# **10.** Counterparts

This Confirmation may be executed in counterparts, all of which together shall constitute one and the same instrument.

This Confirmation constitutes part of and is subject to the terms and provisions of such Master Power Agreement.

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The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 8 of 12

## **REDACTED DOCUMENT**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation on their behalf as of the date first above written

# THE NARRAGANSETT ELECTRIC COMPANY

Name: <u>David J. Bonenberger</u> Title: <u>President</u>



The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 9 of 12

#### **REDACTED DOCUMENT**

## **EXECUTION COPY**

# MASTER POWER AGREEMENT FORM OF CONFIRMATION

This Confirmation shall confirm the Transaction agreed to on, and effective as of **October 11**, **2023** between **THE NARRAGANSETT ELECTRIC COMPANY**, a Rhode Island corporation ("Buyer") and

("Seller") regarding the sale/purchase of Last Resort Service specified herein under the terms and conditions under the Master Power Agreement, dated September 27, 2010 (the "Master Power Agreement") between Buyer and Seller, as specified and modified herein. It is the intent of Buyer and Seller that the Transaction shall meet the Commodity Futures Trading Commission's criteria for the forward contract exclusion, including that the Parties intend to physically settle the Transaction, and is therefore not subject to swap regulation. Terms used but not defined herein shall have the meanings ascribed to them in the Master Power Agreement.

# 1. Last Resort Service Requirements Matrix

Award Block	Customer Group	Load Zone	Load Responsibility	Commencement Date	Conclusion Date
A1	Industrial	RI	50%	01/01/24	03/31/24
A2	Industrial	RI	50%	01/01/24	03/31/24



3. Load Asset Designation within the ISO Settlement Market System

Award	Customer	Load	Load Asset	
Block	Group	Zone	Number	Load Asset Name
A1, A2	Industrial	RI	37765	NECO INDUSTRIAL SO LOAD_4005

# 4. RES Requirement

RES Requirement shall mean, for each calendar month during the term of this Transaction, zero.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 10 of 12

## **REDACTED DOCUMENT**

# 5. Amount Payable

The amount payable by the Buyer to Seller in a month shall be:

- (i) The product of (a) the Delivered Energy for Last Resort Service to the Industrial Customer Group in a month and (b) Industrial Contract Rate in the month, plus
- (ii) The Capacity Charges for the Industrial Customer Group in the month.

## 6. Modifications to the Master Power Agreement

The definition of Capacity Charges in Article 2 is deleted in its entirety and replaced with the following:

**Capacity Charges** means, notwithstanding any other provision of this Agreement, any current or future ISO capacity charges (including without limitation charges associated with the ISO Cost of Service Agreement for Mystic Units 8 and 9) or credits charged or accruing to Seller associated with providing Requirements as set forth in the Confirmation for the applicable Transaction as applicable to a month or period in the Delivery Term.

# 7. Security

#### 7.1 Calculation of Exposure

Exposure shall be calculated in accordance with Paragraph 3 of the CSA, subject to the conditions and definitions below.

#### Seller Independent Amount means zero.

**Expected Daily Load** means the average daily load based upon one year of available actual loads for a given month for the Industrial Customer Group as specified in the following table:

Award Block	Customer Group	Load Zone	January 2024	February 2024	March 2024
A1	Industrial	RI	215	190	170
A2	Industrial	RI	215	190	170

Adjustment Factor is 0.95.

The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 11 of 12

## **REDACTED DOCUMENT**

**<u>Reference New England Internal Hub Price</u>** means the prices as specified in the following table:

ISO New England Internal Hub Price	January 2024	February 2024	March 2024
Off-Peak	125.15	112.05	62.10
Peak	136.72	123.03	68.88
Reference New England			
Internal Hub Price**	130.62	117.35	65.17

\*\*The Reference New England Internal Hub price shall be calculated as ((Peak Price x number of Peak Hours in the Month) + (Off-Peak Price x number of Off-Peak Hours in the Month))/(Total Hours in the Month)), as applicable.

## 7.2 Delivery of Collateral

Within five (5) Business Days after the execution of this Confirmation, Seller shall provide Collateral in accordance with Paragraph 3(a) of the Credit Support Annex of the Master Power Agreement, and in any of the forms specified in Paragraph 6 of the Credit Support Annex of the Master Power Agreement.

## 8. Confidentiality

Article 2 of this Confirmation is Confidential Terms within the meaning of Article 23 of the Master Power Agreement.

# 9. Ratification of the Terms and Conditions of the Agreement

(a) Except as expressly amended or waived by this Confirmation, the terms, conditions, covenants, agreements, warranties and representations contained in the Master Power Agreement are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

(b) Nothing in this Confirmation shall, or shall be construed to, alter or amend any other Confirmation.

#### 10. Counterparts

This Confirmation may be executed in counterparts, all of which together shall constitute one and the same instrument.

This Confirmation constitutes part of and is subject to the terms and provisions of such Master Power Agreement.

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The Narragansett Electric Company d/b/a Rhode Island Energy R.I.P.U.C. Docket No. 23-01-EL Attachment 6 Page 12 of 12

## **REDACTED DOCUMENT**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation on their behalf as of the date first above written

# THE NARRAGANSETT ELECTRIC COMPANY

Name: <u>David J. Bonenberger</u> Title: <u>President</u>



## Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

Joanne M. Scanlon

October 24, 2023 Date

# Docket No. 23-01-EL – Narragansett Electric Co. d/b/a Rhode Island Energy – Last Resort Service Rates Service List updated 9/22/2023

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