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July 18, 2024

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

Re: Docket No. 24-28-NG – The Narragansett Electric Company d/b/a Rhode Island Energy
Petition for Waiver or Other Relief from Annual Gas Reclassification Process
Responses to Division Data Requests – Set 1

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”), enclosed are the Company’s responses to the Division of Public Utilities and Carriers’ First Set of Data Requests in the above-referenced matter.

Please do not hesitate to contact me if you have any questions. Thank you for your attention to this matter.

Very truly yours,



Robert J. Humm

Enclosures

cc: Al Mancini, Division
John Bell, Division
Leo Wold, Division
Celia B. O’Brien, Rhode Island Energy
Jennifer Brooks Hutchinson, Rhode Island Energy
Joanne Scanlon, Rhode Island Energy
Chris Ann Rossi, Rhode Island Energy
Ariel McCord, Rhode Island Energy
Jim Stephens, Rhode Island Energy

Division 1-1

Request:

Please explain the legal basis for the requested waiver in view of the Filed Rate Doctrine.

Response:

Because this request seeks an explanation regarding the “legal basis for the requested waiver,” this response is sponsored by the Company’s Legal Department, jointly with Chris Ann Rossi, the Senior Manager for Billing and Credit and Collections for PPL Services Corporation. Ms. Rossi is responsible for leading the team that performs the annual gas rate reclassification process.

The legal basis for the Company’s requested waiver is made pursuant to the Public Utilities Commission’s (the “Commission”) Rules of Practice and Procedure, 810-RICR-00-00-1.11(A) and (B) (“Rule 1.11(A)” and “Rule 1.11(B),” respectively).

Rule 1.11(A) provides that “[p]etitions for relief under any statute or other authority delegated to the Commission shall be in writing, shall state clearly and concisely the petitioner’s grounds of interest in the subject matter, the facts relied upon, and the relief sought, and shall cite by appropriate reference the statutory provision or other authority relied upon for relief.”

Rule 1.11(B)(1) provides that a “petition for the issuance, amendment, waiver, or repeal of a rule by the Commission shall, in addition to the specific rule, amendment, waiver, or repeal requested, state in detail with citations to appropriate references, the reasons for the requested action.”

In this proceeding, the Company filed a petition seeking waiver or other relief of its obligations under its gas tariff approved by the Commission, RIPUC NG-GAS No. 101, Section 1, Schedule A, Section 7.0, Sheet 8 (“Gas Tariff”).

Given that the Commission has the authority to set rates, and is permitted under its Rules of Practice and Procedure to issue a waiver or other relief from any statute, rule, or other authority delegated to the Commission, the filed rate doctrine¹ does not prohibit the Commission from approving the Company’s waiver or other relief from the Gas Tariff.

¹ A company can claim no rate as a legal right that is other than the filed rate, whether fixed or accepted by a regulatory commission. *Nantahala Power and Light Co. v. Thornburg*, 476 U.S. 953, 963 (1986) (citation omitted). “The right to a reasonable rate is the right to the rate which the Commission files or fixes.” *Id.* (citation omitted).

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 24-28-NG
In Re: Petition for Waiver or Other Relief
From Annual Gas Reclassification Process
Responses to the Division's First Set of Data Requests
Issued on June 27, 2024

Division 1-2

Request:

Please provide decisions/orders that RIE is aware of where public utility commissions and/or FERC have granted waivers of filed tariff provisions under similar circumstances as the pending petition.

Response:

The Company is aware of one decision where the Public Utilities Commission (the "Commission") granted a waiver of a filed tariff provision under similar circumstances as those the Company described in its pending petition. In Docket No. 3569, In Re: Pascoag's Request for Waiver from the Commission's Credit Card Regulations, the Commission granted a waiver of the Pascoag Utility District's ("Pascoag") Tariff No. 3569, requiring credit card charges associated with a utility payment to be borne by the customer making a utility payment through a credit card. Pascoag was in the process of updating its website to allow customers to pay their bills online by calling in a credit card number and requested a waiver while its platforms were transferred. The Commission found that the affected amount was minimal and would not cause rate impact on customers until such time as the Commission has the opportunity to conduct further review. Please see the Commission's Order No. 19612, issued April 7, 2009, in Docket No. 3569, a copy of which is provided as Attachment DIV 1-2-1.

The Federal Energy Regulatory Commission ("FERC") grants waivers of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties. Please see FERC's orders in Guardian Pipeline, L.L.C., 177 FERC P 61067, Docket No. RP22-2-000 (2021), a copy of which is provided as Attachment DIV 1-2-2, and KPC Pipeline, LLC, 175 FERC P 61087, Docket No. RP21-707-000 (2021), a copy of which is provided as Attachment DIV 1-2-3. For the reasons discussed in the Company's petition, the Company's request for a waiver or other relief from the annual gas reclassification process under the Gas Tariff, RIPUC NG-GAS No. 101, Section 1, Schedule A, Section 7.0, Sheet 8, would meet FERC's four-factor test for a waiver of a tariff provision.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

IN RE: PASCOAG'S REQUEST FOR WAIVER: DOCKET NO. 3569
FROM THE COMMISSION'S CREDIT :
CARD REGULATIONS :

ORDER

On March 23, 2009 the Pascoag Utility District ("Pascoag") filed a request for a waiver from the Rhode Island Public Utilities Commission's ("Commission") decision to require credit card charges associated with a utility payment be borne by the customer making a utility payment through a credit card.¹ In support of its request, Pascoag noted that presently a \$3.25 fee is paid by customers who choose to pay their utility bill with a credit card. Pascoag has found a new processing company that is willing to reduce the amount of fee by approximately 60% provided the fee is not charged to customers.

Pascoag represented that it is in the process of updating its website to allow customers to pay their bills on line by calling in a credit card number. Customers who have been disconnected for non-payment will be able to have their service restored without having to go to Pascoag's office to make payment. At the present time, Pascoag has approximately 26 credit card transactions per month. With the 60% reduction in fee, the total monthly charge sustained by Pascoag will equal \$33.80. The Commission finds that this amount is minimal and will not cause any rate impact on customers until such time as the Commission has the opportunity to conduct further review when Pascoag submits its next cost of service.

Accordingly, it is

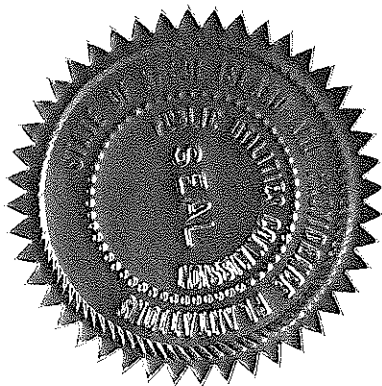
(19612) ORDERED:

¹ See Order No. 17993, which adopted Rules Covering the Acceptance of Credit Cards by Utility Companies. ("Credit Card Regulations")

1. The request of the Pascoag Utility District filed on March 23, 2009 for a waiver of Tariff No. 3569 is granted until January 1, 2010 .

EFFECTIVE AT WARWICK, RHODE ISLAND PURSUANT TO AN OPEN MEETING ON MARCH 31, 2009. WRITTEN ORDER ISSUED APRIL 7, 2009.

PUBLIC UTILITIES COMMISSION



Elia Germani

Elia Germani, Chairman

Robert B. Holbrook, Commissioner*

Mary E. Bray

Mary E. Bray, Commissioner

*Commissioner Holbrook did not participate in the decision.

177 FERC ¶ 61,067
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

October 29, 2021

In Reply Refer To:
Guardian Pipeline, L.L.C.
Docket No. RP22-2-000Guardian Pipeline, L.L.C.
c/o ONEOK, Inc.
100 West 5th Street
Tulsa, OK 74103Attention: David E. Keglovits
Vice President and Associate General Counsel

Dear Mr. Keglovits:

1. On October 1, 2021, Guardian Pipeline, L.L.C. (Guardian) filed a tariff record,¹ pursuant to section 32 of the General Terms and Conditions (GT&C) of its FERC Gas tariff, reflecting its annual adjustment to its Transporter's Use Gas percentage. Specifically, Guardian proposes to decrease its Transporter's Use Gas percentage from 0.62% to 0.00%. Additionally, Guardian requests waiver of section 32.4 of its GT&C, which prescribes the calculation used to derive the Transporter's Use Gas percentage. As discussed below, we grant the requested waiver and accept the referenced tariff record effective November 1, 2021.

2. Guardian states GT&C section 32.4 describes the procedures for determining the Transporter's Use Gas percentage. Specifically, Guardian states that the unadjusted tariff calculation in accordance with section 32.4 results in a negative 0.17% Transporter's Use Gas percentage under Rate Schedules FT-1, FT-2, IT-1, IT-2, and EAW. Guardian states that its customer activity systems do not currently support application of a negative Transporter's Use Gas percentage and that the negative percentage could create difficulties for Guardian's customers when making nominations across its system and to interconnecting points. To avoid these concerns, Guardian proposes a zero percent Transporter's Use Gas percentage. Guardian states that use of a zero percent

¹ Guardian Pipeline, L.L.C., FERC NGA Gas Tariff, Guardian FERC Gas Tariff, Part 5.0, Statement of Rates, 44.0.0.

Docket No. RP22-2-000

Transporter's Use Gas percentage will ensure Guardian's customers ultimately receive a return of the over-recovered balance, as Guardian does not anticipate the gains reoccurring, and Guardian will continue to incur fuel use during the upcoming annual period while the Transporter's Use Gas percentage of zero percent is in effect.

3. Public notice of Guardian's filing was issued on October 5, 2021. Interventions and protests were due as provided in section 154.210 of the Commission's regulations.² Pursuant to Rule 214,³ all timely motions to intervene are granted. No protests or adverse comments were filed.

4. We grant the requested waiver and accept Guardian's proposed tariff record effective November 1, 2021, as requested. We evaluate the request for waiver of Guardian's tariff provisions using the "four-factor test." The Commission has granted waiver of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.⁴ We find that the circumstances of the instant case satisfy the foregoing criteria.

5. First, we find that Guardian acted in good faith by submitting this filing on October 1, 2021, in advance of the requested date for Commission action of November 1, 2021. Second, we find that the waiver is limited in scope because Guardian seeks a one-time waiver of the relevant tariff provision. Third, we find that the requested waiver addresses a concrete problem because, absent the waiver, a negative Transporter's Use Gas percentage would cause problems on Guardian's customer activity systems and could distort the incentive to use capacity efficiently.⁵ Finally, we find that the requested waiver does not result in undesirable consequences, such as harm to third parties. The Commission has previously found that holding reimbursement rates at zero is reasonable

² 18 C.F.R. § 154.210 (2020).

³ *Id.* § 385.214 (2020).

⁴ *See, e.g., Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020); *Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,059, at P 13 (2016).

⁵ *See MIGC LLC*, 177 FERC ¶ 61,003, at P 5 (2021); *Rover Pipeline LLC*, 173 FERC ¶ 61,111, at P 12 (2020); *Gulf S. Pipeline Co., LP*, 155 FERC ¶ 61,132, at P 6 (2016).

Docket No. RP22-2-000

so long as all over-recovered amounts are eventually returned to shippers, as will take place here.⁶ Furthermore, we note that no shippers have protested the instant filing.

6. We remind Guardian that, although the Commission has traditionally used the “good cause shown” standard in evaluating whether to waive natural gas tariff provisions, the Commission now evaluates tariff waiver requests using its four-factor test and will continue to do so in pending and future tariff waiver requests.⁷

By direction of the Commission.

Kimberly D. Bose,
Secretary.

⁶ See *Midcontinent Express Pipeline LLC*, 153 FERC ¶ 61,251, at P 8 (2015); *ETC Tiger Pipeline, LLC*, 151 FERC ¶ 61,181, at P 8 (2015); *Columbia Gulf Transmission Co.*, 132 FERC ¶ 61,134, at P 43 (2010).

⁷ *Fayetteville Express Pipeline LLC*, 173 FERC ¶ 61,187, at P 5 (2020); *Ruby Pipeline, L.L.C.*, 173 FERC ¶ 61,190, at P 5 (2020).

Document Content (s)

RP22-2-000.docx..... 1

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175 FERC ¶ 61,087
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

April 30, 2021

In Reply Refer To:
KPC Pipeline, LLC
Docket No. RP21-707-000JOHN & HENGERER LLP
1629 K Street, NW
Suite 402
Washington, DC 20006-1633Attention: Matthew T. Rick
Attorney for KPC Pipeline, LLC

Dear Mr. Rick:

1. On April 1, 2021, KPC Pipeline, LLC (KPC) filed a tariff record¹ pursuant to section 26 of the General Terms and Conditions (GT&C) of its tariff to implement a negotiated rate agreement (Contract Number FTS-KGS-1120) under Rate Schedule FT with Kansas Gas Service, A Division of ONE Gas, Inc. KPC requests waiver of the Commission's 30-day prior notice requirement² so that the tariff record may become effective April 1, 2021. KPC also seeks waiver of section 26.5 of the GT&C of its tariff, which requires KPC to file negotiated rate agreements one day prior to their effective date, because KPC filed the instant tariff record on the same day as its requested effective date. As discussed below, we accept the referenced tariff record effective April 1, 2021 and grant KPC's request for waiver.

2. KPC states that the tariff record sets forth the negotiated rate verbatim and includes the other essential terms of the negotiated rate agreement, including term, capacity, and receipt and delivery points. KPC also states that the agreement does not deviate in any material respect from the applicable *pro forma* agreement in KPC's tariff.

¹ KPC Pipeline, LLC, FERC NGA Gas Tariff, FERC Gas Tariff, Third Revised Volume No. 1, [6-Negotiated Rates, 3.0.0](#).

² 18 C.F.R. § 154.207 (2020).

Docket No. RP21-707-000

3. KPC requests waiver of section 26.5 of the GT&C of its tariff, which requires KPC to file tariff records implementing negotiated rates one day prior to their effective date. In support of this request, KPC states that it was unable to comply with section 26.5 due to the time needed to prepare and submit the tariff record. KPC maintains that the requested waiver is similar to waivers the Commission has granted in other proceedings and will allow KPC to submit the negotiated rate agreement one day after the time prescribed in the tariff.³ KPC asserts that the requested waiver satisfies the “four-factor test” that the Commission uses to evaluate tariff waiver requests.⁴ In particular, KPC states that it acted in good faith, the requested waiver is limited in scope, the requested waiver addresses a concrete problem, and the requested waiver will not harm third parties or have other undesirable consequences.

4. Public notice of the filing was issued on April 2, 2021. Interventions and protests were due as provided in section 154.210 of the Commission’s regulations.⁵ None was filed.

5. We grant KPC’s waiver request and accept KPC’s proposed tariff record effective April 1, 2021, as requested. The Commission has granted waiver of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.⁶ We find that the circumstances of the instant case satisfy the foregoing criteria. First, we find that KPC acted in good faith by attempting to comply with its tariff and submitting the negotiated rate agreement as soon as possible on the date it intends the rate to go into effect.⁷ Second, we find that the waiver is limited in scope because KPC seeks a one-time waiver of section 26.5 of the GT&C of its tariff, which requires KPC to file tariff records implementing negotiated

³ KPC Transmittal at 2 (citing *Nat. Gas Pipeline Co. of Am.*, 89 FERC ¶ 61,152 (1999)).

⁴ *Id.* (citing *LLOG Expl. & Prod. Co.*, 173 FERC ¶ 61,265, at P 7 (2020)).

⁵ 18 C.F.R. § 154.210.

⁶ See, e.g., *Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020); *Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,059, at P 13 (2016).

⁷ *Alternatives to Traditional Cost-of-Service Ratemaking for Nat. Gas Pipelines*, 74 FERC ¶ 61,076, at 61,241 (Alternative Rate Policy Statement) (“A pipeline may file the numbered tariff sheet implementing [a] negotiated rate at the time it intends the rate to go into effect.”), *order on clarification*, 74 FERC ¶ 61,194, *order on reh’g and clarification*, 75 FERC ¶ 61,024, *reh’g denied*, 75 FERC ¶ 61,066, *reh’g dismissed*, 75 FERC ¶ 61,291 (1996).

Docket No. RP21-707-000

rates one day prior to their effective date. Third, we find that the waiver addresses a concrete problem because it will allow the negotiated rate to become effective on the first day of the term of the negotiated rate agreement. Finally, we find that the waiver does not result in undesirable consequences, such as harm to third parties. Here, there is no evidence in the record that granting the requested waiver to allow the negotiated rate to become effective as of April 1, 2021, will result in harm to any third party. Furthermore, we note that no shippers have protested KPC's filing. We also find good cause to grant waiver of the Commission's 30-day prior notice requirement to permit the tariff record to become effective on April 1, 2021, as requested.⁸

By direction of the Commission.

Kimberly D. Bose,
Secretary.

⁸ *E.g., Koch Gateway Pipeline Co.*, 80 FERC ¶ 61,050, at 61,151 (1997) (waiving 30-day notice requirement to allow negotiated rate to become effective on its filing date, consistent with the Commission's policy to "readily grant request[s] for waiver of the 30-day notice requirement in negotiated rate proposals" (citing Alternative Rate Policy Statement, 74 FERC at 61,241-42)).

Document Content (s)

RP21-707-000.DOCX..... 1

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The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 24-28-NG
In Re: Petition for Waiver or Other Relief
From Annual Gas Reclassification Process
Responses to the Division's First Set of Data Requests
Issued on June 27, 2024

Division 1-3

Request:

Please explain why costs that will be incurred by adversely impacted customers from a waiver of the Rerate Process are not transition costs which PPL committed to reduce to \$0 under PPL's Settlement with the Rhode Island Attorney General?

Response:

In Docket No. D-21-09, In Re: Petition of PPL Corporation, PPL Rhode Island Holdings, LLC, National Grid USA and The Narragansett Electric Company for Authority to Transfer Ownership of The Narragansett Electric Company to PPL Rhode Island Holdings, LLC, and Related Approvals (the "Transaction"), "Transition Costs" are defined as the costs incurred by PPL Corporation during the transition period and as part of the integration of the Company (1) to install certain information technology ("IT") systems; (2) to build physical facilities in Rhode Island; (3) to implement certain electric and gas distribution operations systems; and (4) related to severance payments and to communications and branding changes related to the Transaction.¹ PPL Corporation and PPL Rhode Island Holdings, LLC subsequently agreed that the Company will forgo potential recovery of any and all Transition Costs. Please see Exhibit C, Paragraph 1.d., of the Settlement Agreement among PPL Corporation, PPL Rhode Island Holdings, LLC, and Peter F. Neronha, Attorney General of the State of Rhode Island dated May 19, 2022, a copy of which is provided as Attachment DIV 1-3. Therefore, any costs that may be incurred by adversely impacted customers from a waiver of the annual gas re-rate process are not Transition Costs as defined in the Division Order.

¹ See Docket No. D-21-09, Report and Order No. 24322, issued on February 23, 2022 ("Division Order"), at 250.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made on this 19th day of May, 2022 (the “Effective Date”), by and between PPL Corporation, PPL Rhode Island Holdings, LLC (PPL Corporation and PPL Rhode Island Holdings, LLC, collectively referred to as “PPL”), and Peter F. Neronha, Attorney General of the State of Rhode Island (the “Attorney General”) (collectively “the Parties”).

WITNESSETH:

WHEREAS, on February 23, 2022, the Rhode Island Division of Public Utilities and Carriers (the “Division”) issued a Report and Order in the matter captioned *In re: Petition of PPL Corporation, PPL Rhode Island Holdings, LLC, National Grid USA and The Narragansett Electric Company for Authority to Transfer Ownership of The Narragansett Electric Company to PPL Rhode Island Holdings, LLC, and Related Approvals, Docket No. D-21-09*, approving the transfer of ownership of The Narragansett Electric Company (“Narragansett”) to PPL under the authority granted to the Division under R.I. Gen. Laws §§ 39-3-24 and 39-3-25 (the “Division Approval Order”), which includes the Commitments PPL offered as conditions (the “Original Commitments”);

WHEREAS, on February 24, 2022, the Attorney General filed a complaint asserting an administrative appeal of the Division Approval Order in the Rhode Island Superior Court captioned *Peter Neronha Attorney General of the State of Rhode Island v. Rhode Island Division of Public Utilities and Carriers, Linda George, Administrator in her Official Capacity Only; National Grid USA; Narragansett Electric; PPL Corporation; and PPL Rhode Island Holdings LLC, C.A. No. PC-2022-01095* (the “Administrative Appeal”), and filed a motion seeking a stay of the Division Approval Order;

WHEREAS, on April 1, 2022, the Superior Court entered a Decision and Order entering a stay of the Division Approval Order (the "Stay Order"); and

WHEREAS, the Parties have determined that it is in their respective best interests in accordance with the terms contained herein to remove the Stay Order and withdraw the Administrative Appeal.

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, PPL and the Attorney General, intending to be bound, agree as follows:

1. **Removal of Stay Order and Withdrawal of Administrative Appeal.** The Attorney General shall, on or before Monday, May 23, 2022:
 - a. File jointly with PPL, the Division, National Grid USA, and Narragansett, in the form attached to this Agreement as Exhibit A, a joint motion to vacate the Stay Order; and
 - b. File a Stipulation of Dismissal, with prejudice, signed by PPL, the Division, National Grid USA, and Narragansett, in the form attached as Exhibit B, withdrawing the Administrative Appeal.
2. **Terms and Conditions regarding rates and utility operations and the Act on Climate.** PPL agrees it will take the actions as set forth in Exhibit C, attached hereto (the "Additional Commitments"). The Additional Commitments are binding on PPL, can be enforced against PPL in the same manner as the Original Commitments in the Approval Order, and in all circumstances where the Additional Commitments impose requirements on PPL that exceed those set forth in the Original Commitments, PPL is bound by the terms of the Additional Commitments.

3. **Other Provisions.**

- a. This Agreement is for the benefit of the Parties only.
- b. The agreement by a Party to the terms of this Agreement shall not be construed as an agreement as to any matter of fact or law for any other purpose.
- c. All prior discussions and agreements with respect to the subject matter hereof are deemed merged in this Agreement, which alone constitutes the entire agreement between the Parties as to its subject matter.
- d. This Agreement may be executed in counterparts, and delivered in PDF format by electronic mail, with each counterpart constituting an original version of the Agreement.
- e. This Agreement embodies the entire agreement between the Parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by the Parties.
- f. The Parties recognize that legal damages are not an adequate remedy for any nonperformance under this Agreement and expressly covenant and agree that the rights guaranteed hereunder are enforceable in equity, whether by specific performance or other means. The Parties further hereby covenant and agree that each will not assert as an objection to enforcement of this Agreement that specific performance or other equitable enforcement is not available.
- g. If, from time to time, either Party does not enforce an obligation under this agreement in any one instance, such nonenforcement shall not be construed to

waive a right to future enforcement or to excuse any Party from an obligation under this Agreement.

- h. All Parties agree to the State of Rhode Island's disclosure of this Agreement and the terms and conditions of this Agreement, to the public.
- i. This Agreement shall be enforced, governed by and construed in accordance with the laws of the State of Rhode Island, without regard to choice of law principles.
- j. In the event that any provision of this Agreement conflicts with any applicable law, such conflict shall not affect the other provisions hereof that can be given effect without the conflicting provision, and to this end, the provisions hereof are declared to be severable.
- k. Each of the Parties warrants that it is duly authorized and empowered to enter into this Agreement, and the person executing this Agreement on behalf of each Party warrants that he or she is duly authorized and empowered to do so.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

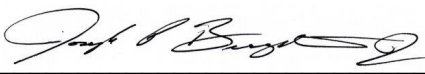
PPL CORPORATION

Date: May 20, 2022

By: 

PPL RHODE ISLAND HOLDINGS, LLC

Date: May 20, 2022

By: 

PETER F. NERONHA, ATTORNEY GENERAL
OF THE STATE OF RHODE ISLAND

Date: May __, 2022

By: _____

PPL CORPORATION

Date: May __, 2022

By: _____

PPL RHODE ISLAND HOLDINGS, LLC

Date: May __, 2022

By: _____

PETER F. NERONHA, ATTORNEY GENERAL
OF THE STATE OF RHODE ISLAND

Date: May 20, 2022

By:  _____

EXHIBIT A

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

PETER NERONHA ATTORNEY GENERAL
OF THE STATE OF RHODE ISLAND

Plaintiff

v.

C.A. No. PC-2022-01095

RHODE ISLAND DIVISION OF PUBLIC
UTILITIES AND CARRIERS, LINDA
GEORGE, ADMINISTRATOR IN HER
OFFICIAL CAPACITY ONLY; NATIONAL
GRID USA; NARRAGANSETT ELECTRIC;
PPL CORPORATION; AND PPL RHODE
ISLAND HOLDINGS, LLC

Defendants

JOINT MOTION TO VACATE STAY ORDER

Peter F. Neronha, Attorney General for the State of Rhode Island (the “Attorney General”), the Rhode Island Division of Public Utilities and Carriers, Linda George, Administrator, in her Official Capacity Only (the “Division”), National Grid USA (“National Grid”), The Narragansett Electric Company (“Narragansett”), PPL Corporation, and PPL Rhode Island Holdings, LLC (together with PPL Corporation, “PPL”) (collectively, the “Parties”) move this court to vacate its April 1, 2022 Order staying the Division of Public Utilities and Carriers’ Order 24322 (the “Approval Order”). The Court should vacate the stay because the Attorney General and PPL have reached a settlement. All parties, including the Division and National Grid, will file a Stipulation of Dismissal pursuant to Rule 41 of the Superior Court Rules of Civil Procedure immediately after the stay is lifted.

WHEREFORE, the Parties respectfully request that this Court immediately vacate the

stay of the Approval Order.

Respectfully Submitted,

PETER F. NERONHA, ATTORNEY
GENERAL FOR THE STATE OF RHODE
ISLAND,
By,

/s/ Sarah W. Rice

Sarah W. Rice (#10465)

/s/ Nicholas M. Vaz

Nicholas M. Vaz (#9501)

Special Assistants Attorney General
Office of the Attorney General
150 South Main Street
Providence, RI 02903
srice@riag.ri.gov
nvaz@riag.ri.gov
(401) 274-4400 x 2054

PPL CORPORATION and PPL RHODE
ISLAND HOLDINGS, LLC
By their attorneys,

/s/ Gerald J. Petros

Gerald J. Petros (#2931)

Adam M. Ramos (#7591)

Hinckley, Allen & Snyder LLP

100 Westminster Street, Suite 1500

Providence, RI 02903

gpetros@hinckleyallen.com

aramos@hinckleyallen.com

NATIONAL GRID USA AND THE
NARRAGANSETT ELECTRIC
COMPANY,
By their attorney,

/s/ Robert J. Humm

Robert J. Humm

Keegan Werlin LLP

99 High Street, Suite 2900

Boston, Massachusetts 02110

Tel: (617) 951-1400

Fax: (617) 951-1354

rhumh@keeganwerlin.com

LINDA GEORGE, ADMINISTRATOR,
RHODE ISLAND DIVISION OF PUBLIC
UTILITIES & CARRIERS,
By her attorney,

/s/ Margaret L. Hogan, Esq. (#5006)

Rhode Island Division of Public Utilities &
Carriers

89 Jefferson Boulevard

Warwick, R.I. 02888

(401) 780-2120

Margaret.l.hogan@dpuc.ri.gov

EXHIBIT B

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

PETER NERONHA ATTORNEY GENERAL
OF THE STATE OF RHODE ISLAND

Plaintiff

v.

C.A. No. PC-2022-01095

RHODE ISLAND DIVISION OF PUBLIC
UTILITIES AND CARRIERS, LINDA
GEORGE, ADMINISTRATOR IN HER
OFFICIAL CAPACITY ONLY; NATIONAL
GRID USA; NARRAGANSETT ELECTRIC;
PPL CORPORATION; AND PPL RHODE
ISLAND HOLDINGS, LLC

Defendants

STIPULATION OF DISMISSAL

Pursuant to Rhode Island Superior Court Rule of Civil Procedure 41(1)(b), Peter F. Neronha, Attorney General for the State of Rhode Island (the "Attorney General"), the Rhode Island Division of Public Utilities and Carriers, Linda George, Administrator, in her Official Capacity Only (the "Division"), National Grid USA ("National Grid"), The Narragansett Electric Company ("Narragansett"), PPL Corporation, and PPL Rhode Island Holdings, LLC (together with PPL Corporation, "PPL") (collectively, the "Parties") hereby stipulate to the dismissal, with prejudice of this action, with each party to bear its own attorney's fees and costs.

Respectfully Submitted,

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GENERAL FOR THE STATE OF RHODE
ISLAND,
By,

/s/ Sarah W. Rice

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NATIONAL GRID USA AND THE
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EXHIBIT C

PPL voluntarily makes the following additional commitments (the “Additional Commitments”) that provide additional benefits to the State of Rhode Island and the customers of The Narragansett Electric Company (“Narragansett”). PPL agrees that PPL will bear the incremental costs of these Additional Commitments. PPL will not seek recovery through any cost recovery mechanism of the incremental costs of these Additional Commitments, and will hold customers harmless from those incremental costs, both now and in the future.

1. Terms and Conditions regarding rates and utility operations.

- a. **Customer Bill Credits.** Within 60 days of closing, PPL shall provide a credit to all of Narragansett’s electric and gas distribution customers in the total amount of \$50 million. Based on the relative number of electric distribution customers and gas distribution customers, PPL will credit \$32.5 million to electric customers and \$17.5 million to gas customers. Each electric customer will receive the same credit, and each gas customer will receive the same credit.
- b. **Customer Arrearage Forgiveness.** Within 30 days of closing, PPL shall seek PUC approval to forgive \$43.5 million in arrearages for low-income and protected residential customers, which represents 100% of the arrearages of over 90 days for those customers as of March 31, 2022.
- c. **Base Distribution Rates.** In combination with its commitment that PPL will not file for a change in base distribution rates before three years after the Transaction’s closing, PPL shall not submit a request for a change in base rates unless and until there is at least 12 months of operating experience under PPL’s exclusive leadership and after the transition service agreements with National Grid terminate.
- d. **Recovery of Transition Costs.** The Approval Order includes a condition that limits Narragansett’s potential recovery of transition costs to no more than \$82,000,000. PPL now agrees that Narragansett will forgo potential recovery of any and all transition costs, reducing the total amount of potential transition cost recovery to \$0.
- e. **Write-Off of Regulatory Asset for GBE and Cybersecurity/IT.** PPL will write-off the regulatory assets currently recorded on Narragansett’s books for the Gas Business Enablement (“GBE”) project and for certain Cybersecurity/IT investments related to GBE, which as of April 30, 2022 were \$21.0 million, and will not seek to recover these regulatory assets from customers in any future proceeding.
- f. **AMF Project Costs and Benefits.** PPL will include in its plan for deployment of Advanced Meter Functionality (“AMF”):

- iii. PPL will ensure that at least one FTE's responsibilities will include the improvement of uptake of available grant, discount, shut-off protection and arrearage management programs.
- iv. PPL will retain the escalated customer service resolution channels available for low-income customers since the approval of the Amended Settlement Agreement in Rhode Island Public Utilities Commission Docket No. 4770.
- v. PPL will maintain the resources described in paragraphs 1(h)(i) through 1(h)(iv) above at least until the next base distribution rate case.
- vi. To the extent the costs of providing these services described in paragraph 1(i) exceed the costs Narragansett currently incurs, PPL will not seek recovery of those additional costs unless requested and approved by the PUC on a going-forward basis in the next base distribution rate case.
- vii. To the extent that these services for low income services continue after the next Narragansett base distribution rate case, the Rhode Island Public Utilities Commission (the "PUC") will determine any cost recovery for the continuation of such actions.
- j. Mutual Assistance. PPL will enter into a mutual assistance agreement between Narragansett and Massachusetts Electric Company and Nantucket Electric Company within 5 days of closing, which will provide Narragansett with access to storm response support upon request and will ensure Rhode Island is given first priority over all other unaffiliated utilities in the event mutual assistance is requested by PPL and/or Narragansett at the same cost as Narragansett would otherwise receive such assistance in the absence of the Transaction.

2. **Terms and Conditions regarding decarbonization goals.**

- a. Act on Climate Report.
 - i. PPL will within 60 days of the Transaction closing, PPL will retain a third-party consultant(s), to investigate and prepare the report described in Commitment 11 of the conditions ordered by the Division, which is hereinafter referred to as the "Narragansett Act on Climate Report" assessing Narragansett's role in meeting the requirements of Rhode Island's 2021 Act on Climate ("Act on Climate"), and to present a long-term strategy for the gas distribution system in light of the Act on Climate.

- ii. PPL will submit the Narragansett Act on Climate Report to the Division, the Rhode Island Public Utilities Commission (“RIPUC”) and the Attorney General within 12 months of the Transaction closing.
 - iii. PPL will design the Narragansett Act on Climate Report to provide input to the Rhode Island Executive Climate Change Coordinating Council (“EC4”) as the EC4 develops the plans for the implementation of the requirements of the Act on Climate, including the update to the 2016 Greenhouse Gas Emissions Reduction Plan, to be delivered by the EC4 by December 31, 2022, and the 2025 Climate Strategy, to be delivered by the EC4 by December 31, 2025.
- b. Stakeholder Engagement.
- i. PPL will establish and conduct a stakeholder engagement process within 90 days of Transaction closing to participate in the development of the Narragansett Act on Climate Report.
 - ii. PPL will solicit the participation of all interested parties, including parties that intervened in this docket and/or that participated in either or both of the Power Sector Transformation Advisory Group and the Aquidneck Island Advisory Group.
 - iii. PPL will have the third-party consultant(s) conduct an initial meeting to receive input on the scope of the topics and issues to be covered by the reports.
 - iv. PPL will have the third-party consultant(s) meet and consult with the stakeholder group at least once every quarter to provide updates on the preparation of the reports and receive feedback and input.
- c. Electric and Solar Growth Study. PPL will include in the Narragansett Act on Climate Report the results of a study to be conducted by the third-party consultant(s) analyzing potential capacity and opportunity for implementing and advancing battery storage, new solar development and EV charging stations, taking into account and mapping both ideal locations in Rhode Island and existing infrastructure that can be utilized to ensure effective implementation.
- d. Energy Efficiency Program Use Study. PPL will include in the Narragansett Act on Climate Report:
- i. the results of a study analyzing the extent of current use of energy efficiency programs in residences of low-income customers as well as current outreach efforts to those customers; and

- ii. geographical mapping of the State showing the extent, frequency and use of energy efficiency programs by all customers throughout the state regardless of income.

- e. Future Investigation. To the extent that the RIPUC decides to open a docket to assess the future of the gas distribution business in Rhode Island, or any other party makes a request to the RIPUC to open such a docket, PPL will not object to the opening of such docket and, to the extent a report and a stakeholder process is mandated by such a docket, that report and process shall supersede the requirements of Sections 2(a) and 2(b), and any cost recovery for the costs Narragansett may incur in participating in any such docket shall be determined by the PUC.

- f. Available Funding for Infrastructure Improvements. PPL will actively pursue federal funding, including filing at least one grant proposal for funding available pursuant to the 2021 Infrastructure Investment and Jobs Act, to invest in updating and improving utility infrastructure to minimize the potential need for rate increases.

- g. Future Filings. PPL will include a written assessment of the potential impacts on the Act on Climate's requirements as part of any new filing, request, or proposal submitted to the RIPUC and/or the Division. PPL will not seek to recover incremental costs incurred for any such assessments conducted before the next base distribution rate case. The PUC will then determine whether, going forward, PPL is entitled to recovery of costs for future assessments of this type.

- h. Distributed Energy Resources Interconnection.
 - i. PPL will maintain all procedures and timelines already in place for the processing of DER interconnections.

 - ii. PPL will employ its best efforts to obtain the necessary regulatory approvals to implement smart grid systems and infrastructure to reduce the cost and time required for DER interconnections in Rhode Island as soon as practicable, and any cost recovery for such efforts will be subject to PUC review and approval.

- i. Contribution to Renewable Energy Fund. As a show of commitment to the 2030 Act on Climate Goals, PPL will contribute \$2.5 million from the holding company level within 30 days of closing to the Rhode Island Commerce Corporation's (Commerce RI) Renewable Energy Fund (REF) and not use any of the \$2.5 million to meet its pre-existing renewable energy credit (REC) goals in Rhode Island or any other state.

- j. Expert Support. As a show of commitment to the 2030 Act on climate goals, PPL will make available up to \$2.5 million from the holding company level for the Attorney General to use, if he deems it necessary, to retain experts either to evaluate the Narragansett Act on Climate Report, or, to the extent the RIPUC opens a docket to assess the future of the gas distribution business in Rhode Island as described in Section 2(e) above, to support the Attorney General's participation in any such docket.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 24-28-NG
In Re: Petition for Waiver or Other Relief
From Annual Gas Reclassification Process
Responses to the Division's First Set of Data Requests
Issued on June 27, 2024

Division 1-4

Request:

Please explain why RIE and/or National Grid cannot perform the Rerate Process before August 19, 2024? In your explanation, please identify how long RIE has been aware of the Rerate Process problem, and why RIE did not take steps before filing the petition to ensure that the Rerate Process could be accomplished before cutover?

Response:

Pursuant to the terms of RIPUC NG-GAS No. 101, Section 1, Schedule A, Section 7.0, Sheet 8 (the "Gas Tariff"), the annual gas rate reclassification process, or "re-rate" process, occurs "[a]nnually in August." The reason the review occurs in August is because, pursuant to the Gas Tariff, the review is to determine the gas consumption of each non-residential firm customer account for the "just ended September through August period." Therefore, the annual re-rate review must include September to August usage. If the process were performed before August 19, August data would not be included. This is especially the case because the Company completes the review based on the established billing cycles summarized in the petition in paragraph 7 and Schedule RIE-1, some of which do not occur until the end of August.

On December 12, 2023, the Company confirmed the final information technology ("IT") system cutover from National Grid's platform to the new PPL Corporation ("PPL") system would have a target date of August 19, 2024. Although the annual re-rate process affects only non-residential gas customers, the IT system cutover will impact all of the Company's gas and electric customers. During and after the IT system cutover, the Company anticipates that it may need to address and respond to IT system issues, issue bills and rebills, and respond to inbound customer inquiries, all of which impacts the Company's ability to properly complete the gas re-rate process in August 2024 and in the months that follow.

The Company worked diligently and attempted to use other avenues to potentially complete the gas re-rate process across the National Grid and PPL platforms, including using National Grid data for the first 10 bill cycles, and then entering the remaining bill batches on the new PPL IT system after completion of the cutover process. Both companies' developers spent months developing the programming to complete this process. To date, however, the companies have not been able to develop a process that would eliminate the risks of performing a rate change for approximately 23,000 non-residential customers at the same time as a comprehensive, mid-month IT system conversion. Risks include the impact of the IT system cutover on the Company's ability to properly complete the full re-rate process and also with respect to the accuracy of the data being integrated from one system to the other through the re-rate process.

The Narragansett Electric Company
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The biggest risk is that the Company would not be able to timely issue bills to customers impacted by the re-rate process immediately following the IT system cutover.

The Narragansett Electric Company
d/b/a Rhode Island Energy
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From Annual Gas Reclassification Process
Responses to the Division's First Set of Data Requests
Issued on June 27, 2024

Division 1-5

Request:

Please provide estimates of the sums that a waiver of the Rerate Process will cost adversely impacted individual customers and/or adversely impacted classes of customers.

Response:

When the annual gas rate reclassification process is performed, some customers are adjusted to a rate classification for which they pay less and some customers are adjusted to a rate classification for which they pay more – typically in the nominal amount of approximately \$0.01 or \$0.02 per therm either way – and some customers do not change rate classifications. Usage can vary significantly from year to year. The Company does not know how, or whether, customers would be impacted by a rate reclassification in August 2024 without actually performing the rate reclassification process. Therefore, the Company currently does not have an estimate of the extent to which a waiver of the 2024 re-rate process would impact individual customers or adversely impacted classes of customers.

The Narragansett Electric Company
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Division 1-6

Request:

Please explain why customers adversely impacted by a waived Rerate Process cannot be made whole retroactively? (*i.e.*, If an adversely impacted customer complains next April that it should have been on a different rate all winter that would have saved them \$1,000's, the company will reimburse the customer).

Response:

The Company could retroactively review and reimburse affected customers in August 2025, after the information technology (“IT”) system cutover, and also after the critical “hypercare” period following the IT system cutover, which is to ensure all issues and risks with respect to the IT system cutover have been identified and resolved. A retroactive review would occur manually during the Company’s annual re-rate process in August 2025 for that upcoming heating season, and would address any applicable rate classes had the August 2024 re-rate process occurred. A review in August 2025 would ensure that the Company has a full 12 months of data (September 2024 through August 2025) for a reconciliation.

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d/b/a Rhode Island Energy
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In Re: Petition for Waiver or Other Relief
From Annual Gas Reclassification Process
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Issued on June 27, 2024

Division 1-7

Request:

Please explain why has RIE not included a “make whole” proposal in its Petition?

Response:

The Petition does not include a “make whole” proposal for the reasons described in the Company's responses to Division 1-3 and Division 1-6.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 24-28-NG
In Re: Petition for Waiver or Other Relief
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Issued on June 27, 2024

Division 1-8

Request:

Will RIE be providing special notice to potentially affected customers regarding any “waiver” of the Rerate Process that is granted? If yes, please provide a copy of the notice.

Response:

The Company does not provide notice to customers of the occurrence of the annual gas rate reclassification process under the gas tariff at RIPUC NG-GAS No. 101, Section 1, Schedule A, Section 7.0, Sheet 8. Therefore, the Company does not plan to provide notice to potentially affected customers regarding any waiver of the re-rate process if the Commission grants the relief requested in the Company's petition.

If the Commission grants the Company's petition for relief from the annual re-rate process, however, the Company would commit to providing notice to all potentially affected customers within 10 business days of Commission approval. The Company will not have a copy of the actual notice until the Commission approves the petition in this docket; however, the notice would include language substantially similar to the following:

Every August, the Company reviews the gas consumption of each non-residential firm customer account for the just-ended September through August period to determine if any customer account qualifies for a different rate class. If any customer account qualifies for a different rate class based on its billing information, then commencing with the September billing month, that customer account will be billed under that new rate class. The Company completes this action pursuant to the terms of its gas tariff, RIPUC NG-GAS No. 101, Section 1, Schedule A, Section 7.0, Sheet 8, which can be accessed here:
https://www.nationalgridus.com/media/pdfs/billing-payments/rigas_tariff.pdf.

This August, the Company will not be able to complete this annual gas rate reclassification process because the final information technology (IT) system conversation date from the National Grid IT system to the PPL IT system will occur on August 19, 2024. The Company filed a petition with the Rhode Island Public Utilities Commission (RIPUC) to waive its requirement to complete the annual gas rate reclassification process under the gas tariff until next year, in August 2025. On XXXX, 2024, the RIPUC approved the Company's petition to waive the annual gas rate reclassification process to August 2025. The RIPUC's order, and all other materials related to the Company's petition for a waiver of the

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annual gas rate reclassification process, can be accessed here:
<https://ripuc.ri.gov/Docket-24-28-NG>. As a result, the Company will not conduct
the annual gas rate reclassification process this August.

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Division 1-9

Request:

If RIE will not be providing special notice to affected customers, please explain why not?

Response:

As explained in the Company's response to Division 1-8, if the Commission grants the Company's petition for relief from the annual re-rate process, the Company would commit to providing notice to all potentially affected customers.

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d/b/a Rhode Island Energy
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In Re: Petition for Waiver or Other Relief
From Annual Gas Reclassification Process
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Issued on June 27, 2024

Division 1-10

Request:

What efforts has RIE undertaken to inform potentially affected customers of the Rerate problem prior to the filing of the Petition?

Response:

Please see the Company's response to Division 1-8 for the requested information.

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Division 1-11

Request:

Please provide examples of customers in the different rate classes being billed under the Rerate Process showing how the process can adversely or positively impact a customer's rates (*e.g.*, a medium class that changes to a large or large down to a medium).

Response:

Please see Attachment DIV 1-11 for examples of customers in the different rate classes being billed under the re-rate process, showing hypothetical impacts of the customers' rates.

Pre-Re-Rate Class	Total Distribution Rates	Customer Charge	LIHEAP Charge	Usage	Post-Re-Rate Class	Total Distribution Rates	Customer Charge	LIHEAP Charge	Usage
G24 Gas 2496 C&I Extra Large High Load	\$2.93 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month	TO G23 Gas 2367 C&I Large High Load	\$3.17 per therm \$1.71 per therm (peak)	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month
GS2 Gas 2231 C&I Medium TSS	\$2.21 per therm \$1.71 per therm (peak)	\$85 per month	\$0.79 per month	417 - 2,916 therms per month	TO GS1 Gas 2131 C&I Small TSS	\$1.65 per therm (off-peak)	\$25 per month	\$0.79 per month	< 417 therms per month
S21 Gas 2121 C&I Small FT2	\$1.65 per therm (off-peak)	\$25 per month	\$0.79 per month	< 417 therms per month	TO S22 Gas 2221 C&I Medium FT2	\$2.21 per therm \$1.71 per therm (peak)	\$85 per month	\$0.79 per month	417 - 2,916 therms per month
S22 Gas 2221 C&I Medium FT2	\$2.21 per therm	\$85 per month	\$0.79 per month	417 - 2,916 therms per month	TO S21 Gas 2121 C&I Small FT2	\$1.65 per therm (off-peak)	\$25 per month	\$0.79 per month	< 417 therms per month
S23 Gas 2321 C&I Large High Load FT2	\$2.56 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month	TO S22 Gas 2221 C&I Medium FT2	\$2.21 per therm	\$85 per month	\$0.79 per month	417 - 2,916 therms per month
S33 Gas 3321 C&I Large Low Load FT2	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month	TO S22 Gas 2221 C&I Medium FT2	\$2.21 per therm	\$85 per month	\$0.79 per month	417 - 2,916 therms per month
S33 Gas 3321 C&I Large Low Load FT2	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month	TO S23 Gas 2321 C&I Large High Load FT2	\$2.56 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month
S34 Gas 3421 C&I Extra Large Low Load FT2	\$1.78 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month	TO S24 Gas 2421 C&I Extra Large High Load FT2	\$2.32 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month
S34 Gas 3421 C&I Extra Large Low Load FT2	\$1.78 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month	TO S22 Gas 2221 C&I Medium FT2	\$2.21 per therm	\$85 per month	\$0.79 per month	417 - 2,916 therms per month
SG3 Gas 23EN C&I Large High Load FT1	\$2.56 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month	TO SG5 Gas 33EN C&I Large Low Load FT1	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month
SG3 Gas 23EN C&I Large High Load FT1	\$2.56 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month	TO SG2 Gas 22EN C&I Medium FT1	\$2.21 per therm	\$85 per month	\$0.79 per month	417 - 2,916 therms per month
SG4 Gas 24EN C&I Extra Large High Load FT1	\$2.32 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month	TO SG3 Gas 23EN C&I Large High Load FT1	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month
SG5 Gas 33EN C&I Large Low Load FT1	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month	TO SG3 Gas 23EN C&I Large High Load FT1	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month
SG5 Gas 33EN C&I Large Low Load FT1	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month	TO SG2 Gas 22EN C&I Medium FT1	\$2.21 per therm	\$85 per month	\$0.79 per month	417 - 2,916 therms per month
SG6 Gas 34EN C&I Extra Large Low Load FT1	\$1.78 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month	TO SG5 Gas 33EN C&I Large Low Load FT1	\$2.10 per therm	\$200 per month	\$0.79 per month	2,197 - 12,500 therms per month
SG6 Gas 34EN C&I Extra Large Low Load FT1	\$1.78 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month	TO SG4 Gas 24EN C&I Extra Large High Load FT1	\$2.32 per therm	\$500 per month	\$0.79 per month	≥ 12,500 therms per month

Notes:

1. Based on current gas rates (https://www.rienergy.com/media/ri-energy/pdfs/billing-and-payments/rie6164_rigas_firm_rates.pdf).

2. "Total Distribution Rates" includes Base Rates (customer charge per month, demand per therm, distribution charges per therm), Distribution Adjustment Charge (per therm), Energy Efficiency Program Charge (per therm), Gas Cost Recovery Charge (per therm, where applicable), and LIHEAP Enhancement Charge (per customer per month).

3. Shows examples of rate class changes from August 2023 re-rate process.