

September 19, 2024

VIA ELECTRONIC MAIL AND HAND DELIVERY

Stephanie De La Rosa, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket No. 24-38-GE - Rhode Island Energy Tariff Advice Filing to Amend
Terms and Conditions for Distribution Service, R.I.P.U.C. No. 2243
Electric AMR/AMF Meter Opt-Out**

Dear Ms. De La Rosa:

Pursuant to Commission Rule 1.9(c), I enclose ten (10) copies of Rhode Island Energy's¹ tariff advice filing to request approval of the Company's electric tariff, entitled Terms and Conditions for Distribution Service, R.I.P.U.C. No. 2275, effective January 1, 2025. This tariff would supersede the Company's Terms and Conditions for Distribution Service, R.I.P.U.C. No. 2243. The appropriate tariff pages marked to identify the additions to the electric tariff currently in effect are contained in this filing as Attachment 1. A clean copy of the amended tariff is attached as Attachment 2.

On September 27, 2023, the Rhode Island Public Utilities Commission ("PUC") authorized Rhode Island Energy to "transition its electric distribution operations from the existing AMR-based metering system to a system that utilizes advanced metering functionality (AMF)," subject to certain conditions as set forth in the PUC's Open Meeting and Votes in Docket 22-49-EL.² Rhode Island Energy recognizes that some customers may choose to decline installation of an AMF meter at their premises; therefore, Rhode Island Energy seeks to amend Section 10 (Installation of Meters) of the Terms and Conditions for Distribution Service of its electric tariff to allow all customers to request a manual, non-communicating meter that does not utilize a radio frequency ("RF") communications network, as in the case of AMF meters, or a RF transmitter, as in the case of the existing automated meter reading ("AMR") meters.

During the AMF project deployment phase, which is anticipated to begin in or around March 2025 and continue through August 2026, customers may opt-out of AMF by notifying the Company via its customer service support prior to the installation of an AMF meter at that customer's premises. Beginning in January 2025, the Company will be notifying customers via direct mail in advance of its plans to install AMF meters within customers' respective geographic sectors and will include information regarding the opportunity to opt-out with instructions on how to do so, as well as the applicable charges. Customers with existing AMR meters will

¹ The Narragansett Electric Company d/b/a Rhode Island Energy ("Rhode Island Energy" or the "Company").

² PUC Open Meeting and Votes on September 27, 2023, Docket No. 22-49-EL, para. 1, 3. The conditions did not relate to opting out of AMF.

continue to have the right to opt-out of an AMR meter until AMF meter deployment commences in their geographic sector, following which they will have the right to opt-out of an AMF meter.³

Because automated metering technology has been in place for over two decades, the Company's current rate structure reflects the costs of reading meters utilizing this technology. In Docket No. 4342, the Commission approved the Company's request to amend its electric tariff to address situations where customers request the removal of their AMR meters in favor of a manual, non-communicating meter without an RF transmitter and approved the currently effective opt-out fees, finding that the proposed tariff revisions struck an "appropriate balance between allowing customers with real concerns to have their meters replaced with appropriately compensating the Company for the additional estimated costs."⁴ In this filing, the Company has updated the previously approved electric opt-out fees from Docket No. 4342 to reflect the Company's current costs and to provide for uniform opt-out fees for existing AMR customers and AMF customers following deployment.

Electric opt-out customers will be required to pay a one-time meter exchange fee of \$36.00 (rounded to the nearest dollar and increased from \$27.00 in Docket No. 4342), which includes the Company's cost to remove the existing AMR or AMF electric meter, as applicable, and replace it with a manual, non-communicating electric meter. Also, electric AMR and AMF opt-out customers' monthly bill will reflect an increased monthly rate equal to \$20.00 (rounded to the nearest dollar and increased from \$13.00 in Docket No. 4342) to offset the incremental labor costs associated with Company employees manually reading their meter, as compared to the costs associated with automated meter reading. The Company followed a similar methodology for its cost calculations as approved in Docket No. 4342, specifically using a straight time calculation and a single, uniform meter reading fee that is equally applicable to a gas opt-out customer, an electric opt-out customer, or a combined gas and electric opt-out customer. Customers who choose to opt-out of an AMF meter during the deployment phase will not be required to pay the one-time meter exchange fee but will be required to pay the monthly fee beginning with the first billing cycle following the date on which the customer opts out of AMF. The Company has provided the meter reading and meter change cost calculations to support the proposed tariff changes in Attachment 3.

Although the Company is proposing a January 1, 2025 effective date for the revised tariff, the Company proposes to hold AMR opt-out customers harmless from the change in opt-out fees reflected in the proposed tariff revisions until commencement of the deployment of the AMF project, currently anticipated to occur in March 2025. The reason is to ensure that a customer's right to opt-out of AMF is approved in advance of the anticipated start of AMF deployment and to provide reasonable notice of the change in opt-out fees to existing AMR opt-out customers. The Company will separately notify existing electric AMR opt-out customers of the change in the fees beginning in January 2025 when it notifies electric customers regarding

³ See AMF Business Case, Attachment D, Section 3.2.1, Bates Pages 240-243 for a description of the geographic sectors.

⁴ Order No. 20928, Docket No. 4342 at 7 (January 10, 2013).

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AMF deployment. Between now and the start of deployment of AMF, existing AMR opt-out customers will continue to pay the previously approved opt-out fees (\$27.00 meter exchange fee and \$13.00 monthly reading fee). If the PUC approves this tariff advice filing, the Company requests that the PUC include in its decision authorization for the Company to continue to charge the current opt-out fees until the start of deployment of AMF, at which time all electric opt-out customers will be subject to the updated opt-out fees as reflected in the proposed tariff revisions.

Because Rhode Island Energy's goal is for the full adoption of AMF by all customers to allow all customers to have access to the benefits provided by AMF,⁵ the Company is proposing to eliminate the reinstallation fee for customers who choose to switch back to an AMF meter. The Company has also included other miscellaneous changes in its tariff advice filing to align its electric tariff with the Company's Kentucky affiliate's AMF opt-out tariff.

Thank you for your attention to this matter. If you have any questions, please contact me at 401-316-7429.

Very truly yours,



Jennifer Brooks Hutchinson

Enclosures

cc: Docket No. 22-49-EL Service List
John Bell, Division
Nick Vaz, Special Assistant Attorney General

⁵ See Advanced Metering Functionality Business Case and Attachments, Schedule PJW/WR-1, Book 2 of 3, November 18, 2022, Docket No. 22-49-EL at Bates Pages 122-123.

R.I.P.U.C. No. ~~22752243~~

Sheet 1

Canceling R.I.P.U.C. No. ~~22432217~~**THE NARRAGANSETT ELECTRIC COMPANY****TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE**

The following Terms and Conditions where not inconsistent with the rates are a part of all rates. The provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others (the Customer) who obtain local distribution service from The Narragansett Electric Company (the Company) and to companies that are nonregulated power producers, as defined in Rhode Island General Laws. All policies, standards, specifications, and documents referred to herein have been filed with the Rhode Island Public Utilities Commission (Commission) and Division of Public Utilities and Carriers (Division), and such documents and any revisions have been filed at least 30 days before becoming effective. Compliance by the Customer and nonregulated power producer is a condition precedent to the initial and continuing delivery of electricity by the Company.

Service Connection

1. The Company shall furnish on request detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Specifications for Electrical Installations booklet, as may be amended from time to time, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location and access of service connection facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

The Customer shall wire to the point designated by the Company, at which point the Company will connect its facilities. In addition, the Customer's facilities shall comply with any reasonable construction and equipment standards required by the Company for safe, reliable, and cost efficient service. For a service meeting Company requirements (which requirements are set forth on the Company's website at www.nationalgridus/connects), the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as required by applicable law, and who is registered with the Company, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician registered with the Company for this purpose, and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

Application for Service

2. Application for new service or alteration to an existing service should be made as far in advance as possible to assure time for engineering, ordering of material, and construction. Upon the Company's reasonable request, the Customer shall provide to the Company all data and plans reasonably needed to process this application. By accepting distribution service from the Company pursuant to the terms of this tariff, a Customer expressly consents to the Company, or anyone working on the Company's behalf, contacting the Customer regarding issues related to distribution service and billing and payment, by any method including telephone, autodialed and prerecorded/artificial voice calls, email, text message, and/or letter. By contacting the Company, a Customer may opt-out of receiving non-emergency communications through certain methods.

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Sheet 2

Canceling R.I.P.U.C. No. [22432217](#)Line Extensions [Overhead (OH) & Underground (UG)]

3. The Company shall construct or install overhead or underground distribution facilities or other equipment determined by the Company to be appropriate under the following policies: Line Extension Policy for Residential Developments, Line Extension Policy for Individual Residential Customers, and Line Extension and Construction Advance Policy for Commercial, Industrial and Existing Residential Customers. Whenever it is necessary to provide service and a Customer requests the Company to extend or install poles, distribution lines or other service equipment to the Customer's home, premises or facility in order to supply service, the Company will furnish the necessary poles, wires, or equipment in accordance with the Company's "Line Extension and Construction Advance Policies" on file with the Commission. Except as provided in the "Policies", all such equipment, poles, and wires shall remain the property of the Company and be maintained by it in accordance with the "Policies". To the extent that any Company property needs to be located on private property, the Company will require the Customer to furnish a permanent easement.

Attachments

4. Any individual or organization who requests an attachment to distribution facilities, utility poles, or along any span between such poles, shall comply with the Company's specifications and policies governing the type of construction, metering, attachment fees, easements, permissions and electrical inspections required.

Outside Basic Local Distribution Services

5. Customers requesting the Company to arrange for Customer facility outages or additional maintenance or construction not normally part of basic local distribution service will be notified in a reasonable timely manner by the Company that the customer shall be required to pay the Company's costs of reasonably meeting the request.

Acquisition of Necessary Permits

6. The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents' access to the Customer's equipment and to enable its conductors to be connected with the Customer's equipment.

Service to "Out-Building"

7. The Company shall not be required to install service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

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Canceling R.I.P.U.C. No. [22432217](#)Customer Furnished Equipment

8. The Customer shall furnish and install upon its premises such service conductors, service equipment, including circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company will seal such service equipment and meter mounting device, and adjust, set and seal such circuit breaker, and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, and foundations for all equipment that is installed on its premises in order to supply the Customer with local distribution service, whether such equipment is furnished by the Customer or the Company. Such space, housing, fencing, and foundations shall be in conformity with the Company's specifications and subject to its approval.

Up-Keep of Customer Equipment

9. The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

Installation of Meters

10. Meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that the cost of the change shall be borne by the Company except when such change is pursuant to the provisions of Paragraph 11. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, unless it is installed at the Company's option, the monthly charge for local distribution service delivered through each meter shall be computed separately under the applicable rates.

Unless otherwise determined by the Company, all ~~residential~~ premises shall be equipped with a meter that employs either Automatic Meter Reading ("AMR") technology or Advanced Metering Functionality ("AMF") utilizing radio frequency transmitters or a radio frequency communications network, respectively to allow the Company to obtain meter readings remotely. However, ~~residential~~ customers may choose to "opt-out" by contacting the Company to request a manual, non-communicating meter. During the AMF project deployment phase, customers may opt-out by notifying the Company prior to the installation of an AMF meter at that customer's premises having their AMR meter replaced with a non-AMR meter.

Customers who choose to opt-out will be assessed the following charges:

1. A one-time opt-out meter exchange charged an initial fee of \$36.00~~27.00~~ per service delivery point for the removal of the existing AMR or AMF electric meter, as applicable, and the installation of the manual, non-communicating-AMR electric meter. During the Company's AMF project deployment phase, if a customer requests a non-AMF meter prior to an AMF meter

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being installed at the customer's premises, the Company will not charge the one-time meter exchange fee.

2. Customers who choose to opt-out will also be charged a monthly opt-out meter reading fee of \$20.00~~13.00~~ for the manual, non-communicating~~AMR~~ electric meter. The meter reading fee is applicable to customers who receive gas and electric service, or receive electric-only service, from the Company. The Company has sole discretion to determine the alternative metering to be used for opted-out meters.

The Company, at its option, may choose to read the manual, non-communicating~~AMR~~ meter less frequently than once per month. In that case, or if the Company is unable for any reason to read the meter on the regularly scheduled monthly read date, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered. A customer will not be assessed the one-time meter exchange fee~~initial~~ or monthly fee until after the Company has installed the manual, non-communicating~~AMR~~ electric meter; provided that a customer who chooses to opt-out of AMF during the AMF project deployment phase will be assessed the monthly fee effective as of the first billing cycle following the date on which the customer opts out of AMF.

The Company has the right to refuse an opt-out request if:

(a) a customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location;

(b) The service creates a safety hazard to consumers or their premises, the public, or the Company's personnel or facilities; or

(c) The customer prevents the Company's employees or agents access to the meter at the customer's premises for maintenance, connection/disconnection, or meter-reading.

Any opt-out customer who subsequently wishes to have an AMR electric meter re-installed will be charged a "re-installation fee" of \$27.00. The re-installation fee will be charged for the removal of the non-AMR meter and the installation of the AMR meter. Any customer electing re-installation will no longer be assessed the special monthly meter reading fee after the AMR meter has been re-installed.

Unauthorized and Unmetered Use

11. Whenever the Company determines that an unauthorized and unmetered use of electricity is being made on the premises of a Customer and is causing a loss of revenue to the Company, the Company may, at the Customer's expense, make such changes in the location of its meters, appliance and equipment on said premises as will, in the opinion of the Company, prevent such unauthorized and unmetered use from being made.

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Definition of Month

12. Whenever reference is made to “month” in connection with electricity delivered or payments to be made, it shall mean the period between two successive regular monthly meter readings or estimated meter readings, the second of which occurs in the month to which reference is made. If the Company is unable to read the meter when scheduled, the necessary billing determinants may be estimated. Bills may be rendered on such estimated basis and will be payable as so rendered.

Payment Due Date – Interest Charge

13. All bills shall be due and payable upon receipt. Bills rendered to customers, other than individually metered residential customers, on which payment has not been received by the “Please Pay By” date as shown on the bill, shall bear interest, at the rate of 1¼% per month on any unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment. The “Please Pay By” date corresponds to the next normal bill preparation date. Bills disputed in good faith by a Customer will not be subject to the late payment charge until after the dispute is resolved.

Customer payment responsibilities with their nonregulated power producer will be governed by the particular Customer/nonregulated power producer contract. Payments made through the Company for electricity purchased from a nonregulated power supplier will be applied first to any Narragansett charges or arrearages.

Returned Check Fee

14. A \$8.00 Fee shall be charged to the Customer for each check presented to the Company that is not honored by the financial institution. This fee shall be applicable only where the check has been dishonored after being deposited for a second time.

Seasonal Customers

15. Seasonal Customers are those using local distribution services between June 1 and September 30 only, or those using local distribution services principally between June 1 and September 30 and incidentally or intermittently during the rest of the year.

Deposit and Security

16. The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the Customer’s indebtedness to the Company. The rate of interest shall be adjusted on March 1 annually. The interest rate in effect in any year shall be based on the average rate over the prior calendar year for 10-year constant maturity Treasury Bonds as reported by the Federal Reserve Board.

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Payments for Line Extensions

17. The Company may require a Customer to pay for all or a portion of the cost of extending or installing poles, distribution lines, or equipment to the Customer's home, premises or facility, consistent with the terms of the Company's "Line Extension and Construction Advance Policies." The Company's line extension policies are included in Appendix A to this tariff.

Lighting Service Charge

18. The Company may assess a Lighting Service Charge of \$116.00 for Company services rendered in response to a Customer request in support of Customer equipment where the condition, service or connection is unrelated to the performance of facilities owned by the Company. A Lighting Service Charge per each occurrence will be assessed to the Customer on their subsequent bill.

Determining Customer's Demand

19. The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument chosen by the Company. In the case of extremely fluctuating load, however, where the demand based on the average over fifteen minutes does not fairly represent the maximum demand imposed by the Customer, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes. Such measurements will be made by any suitable instrument chosen by the Company. The demand which is billed to the Customer is determined according to the terms of the appropriate tariffs approved by the Commission from time to time.

Customer Changing Rates

20. The Customer may change from the rate under which he is purchasing electricity to any other rate applicable to a class of service which he is receiving. Any change, however, shall not be retroactive, nor reduce, eliminate or modify any contract period, provision or guarantee made in respect to any line extension or other special condition. Nor shall such change cause such service to be billed at any rate for a period less than that specified in such rate except during the first year of electric service to any Customer. A Customer having changed from one rate to another may not again change within twelve months or within any longer contract period specified in the rate under which he is receiving electric service.

Discontinuance of Service

21. Subject to the Rules and Regulations of the Commission, the Company shall have the right to discontinue its service upon due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance, a reconnection charge of \$32.00 will be made.

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Right of Access

22. The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of examining or removing the Company's meters, and other appliances and equipment. During emergency conditions, the Company shall have the right of access to the Customer's premises at all hours of the day to make conditions safe and/or to restore service.

Safeguarding Company Equipment

23. The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with the same, and shall provide for their safe keeping. In case of loss or damage of the Company's property, the Customer shall pay to the Company the value of such property or the cost of making good the same.

Temporary Service

24. A temporary connection is local distribution service which does not continue for a sufficient period to yield the Company adequate revenue at its regular local distribution service rates to justify the expenditures necessary to provide such a connection. The Company may require a Customer requesting a temporary connection to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation of the connection by the Company. In addition, the customer shall pay the applicable regular local distribution service and, if applicable, last resort service rates.

Limitation of Liability for Service Problems

25. The Company shall not be liable for any damage to equipment or facilities using electricity which damage is a result of Service Problems, or any economic losses which are a consequence of Service Problems. For purposes of this paragraph, the term "Service Problems" means any service interruption, power outage, voltage or amperage, fluctuations, discontinuance of service, reversal of its service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, federal or state agency order, failure to receive any electricity for which the Company has contracted, or any other causes beyond the Company's immediate control.

However, if the Company is unable for any reason to supply electricity for a continuous period of two days or more, then upon the request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises.

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Limitation on Use of Electricity - Auxiliary & Temporary Local Distribution Service

26. Local distribution service supplied by the Company shall not be used to supplement or relay, or as standby or back up to any other electrical source or service except under the provisions of the Back-Up Service Rate, unless the Customer shall makes such guarantees with respect to the payment for such local distribution service as shall be just and reasonable in each case. Where such local distribution service is supplied, the Customer shall not operate its generation in parallel with the Company's system without the consent of the Company, and then only under such conditions as the Company may specify from time to time.

Company Right to Place Facilities on Customer Property

27. The Company has the right to place on a Customer's property facilities to provide and meter electric service to the Customer.

Company Right to Request a Guarantee

28. Whenever the estimated expenditures for the services or equipment necessary to deliver electricity to a Customer's premises shall be of such an amount that the income to be derived there at the applicable rates will, in the opinion of the Company, be insufficient to warrant such expenditures, the Company may require a Customer to guarantee a minimum annual payment or commitment for a term of years, or to pay the whole or a part of the cost of such equipment.

Fluctuating Load & Harmonic Distortion

29. In certain instances, extreme fluctuating loads or harmonic distortions which are created by a Customer's machinery or equipment may impair service to other Customers. If the fluctuating load or harmonic distortion causes a deterioration of the Company's service to other customers, the Company shall specify a service arrangement that avoids the deterioration and the Customer owning or operating the equipment that causes the fluctuation or distortion shall pay the cost to implement the new service arrangement together with applicable taxes.

Customer Tax Liability

30. The Company shall collect taxes imposed by governmental authorities on services provided or products sold by the Company. It shall be the Customer's responsibility to identify and request any exemption from the collection of the tax by filing appropriate documentation with the Company.

Customer/Supplier Relationship

31. For electricity supplied by nonregulated power producers, the Company is a local distribution service provider of electricity supplied by others. When such electricity is supplied and delivered to the Company's local distribution supply point, the Company then performs a delivery service for the electricity. Ownership of such electricity lies with either the non-regulated power producer or Customer, as per the specific agreement between the Customer and the nonregulated power producer. In no case shall the Company be liable for loss of electricity.

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Billing Termination (“Soft-Off”)

32. When a customer has requested termination of service and an estimated or actual final meter reading is recorded, and the account is not subject to a shut-off order or request, the Company may choose to utilize a “Soft-Off” termination, defined as the termination of an account by the Company for billing purposes where there is no new customer of record and the actual flow of electricity to the premises is not disconnected.

In the event of a termination of an account for which there is no unbilled consumption, a landlord may initiate an application for service in the landlord’s name at that premises by either oral or written request in accordance with Section 2 of this tariff; provided however, that in the event of a termination of an account for which there is any unbilled consumption, a landlord may initiate an application for service in the landlord’s name only upon providing the Company with a signed authorization. In addition, where the landlord has previously provided the Company a signed agreement, the Company may record the landlord as the customer of record for that account without further authorization.

When metered consumption at a premises where a Soft Off termination has been implemented exceeds 100 kilowatt-hours in a month, the Company will send notification to the premises indicating that service shall be terminated pursuant to the Commission and Division’s rules and regulations governing the termination of service if an account is not established. When metered consumption at the location exceeds an aggregate of 250 kilowatt-hours, service to the location will be terminated; provided however that where such a termination would affect the statutory and/or termination rights of other electric customers at that location, service will be terminated at the Soft Off premises as soon as the Company is able to accomplish the termination so as not to conflict with the rights provided under the Commission and Division’s rules and regulations governing the termination of service for the other customers.

Paperless Billing & Electronic Payments

33. Customers may elect to receive and pay their bill electronically. Such customers electing to receive their bills electronically will receive a paperless billing credit of \$0.37 per account, per billing period.

Customer Notice and Right to Appeal

34. Where practicable, the Company will give the Customer reasonable notice of actions taken pursuant to these Terms & Conditions. The Customer shall have the right to appeal, pursuant to the Division’s Rules of Practice and Procedure, all action taken by the Company hereunder.

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Sheet 1
Canceling R.I.P.U.C. No. 2243**THE NARRAGANSETT ELECTRIC COMPANY****TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE**

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The Customer shall wire to the point designated by the Company, at which point the Company will connect its facilities. In addition, the Customer's facilities shall comply with any reasonable construction and equipment standards required by the Company for safe, reliable, and cost efficient service. For a service meeting Company requirements (which requirements are set forth on the Company's website at www.nationalgridus/connects), the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as required by applicable law, and who is registered with the Company, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician registered with the Company for this purpose, and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

Application for Service

2. Application for new service or alteration to an existing service should be made as far in advance as possible to assure time for engineering, ordering of material, and construction. Upon the Company's reasonable request, the Customer shall provide to the Company all data and plans reasonably needed to process this application. By accepting distribution service from the Company pursuant to the terms of this tariff, a Customer expressly consents to the Company, or anyone working on the Company's behalf, contacting the Customer regarding issues related to distribution service and billing and payment, by any method including telephone, autodialed and prerecorded/artificial voice calls, email, text message, and/or letter. By contacting the Company, a Customer may opt-out of receiving non-emergency communications through certain methods.

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Line Extensions [Overhead (OH) & Underground (UG)]

3. The Company shall construct or install overhead or underground distribution facilities or other equipment determined by the Company to be appropriate under the following policies: Line Extension Policy for Residential Developments, Line Extension Policy for Individual Residential Customers, and Line Extension and Construction Advance Policy for Commercial, Industrial and Existing Residential Customers. Whenever it is necessary to provide service and a Customer requests the Company to extend or install poles, distribution lines or other service equipment to the Customer's home, premises or facility in order to supply service, the Company will furnish the necessary poles, wires, or equipment in accordance with the Company's "Line Extension and Construction Advance Policies" on file with the Commission. Except as provided in the "Policies", all such equipment, poles, and wires shall remain the property of the Company and be maintained by it in accordance with the "Policies". To the extent that any Company property needs to be located on private property, the Company will require the Customer to furnish a permanent easement.

Attachments

4. Any individual or organization who requests an attachment to distribution facilities, utility poles, or along any span between such poles, shall comply with the Company's specifications and policies governing the type of construction, metering, attachment fees, easements, permissions and electrical inspections required.

Outside Basic Local Distribution Services

5. Customers requesting the Company to arrange for Customer facility outages or additional maintenance or construction not normally part of basic local distribution service will be notified in a reasonable timely manner by the Company that the customer shall be required to pay the Company's costs of reasonably meeting the request.

Acquisition of Necessary Permits

6. The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents' access to the Customer's equipment and to enable its conductors to be connected with the Customer's equipment.

Service to "Out-Building"

7. The Company shall not be required to install service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

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Customer Furnished Equipment

8. The Customer shall furnish and install upon its premises such service conductors, service equipment, including circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company will seal such service equipment and meter mounting device, and adjust, set and seal such circuit breaker, and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, and foundations for all equipment that is installed on its premises in order to supply the Customer with local distribution service, whether such equipment is furnished by the Customer or the Company. Such space, housing, fencing, and foundations shall be in conformity with the Company's specifications and subject to its approval.

Up-Keep of Customer Equipment

9. The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

Installation of Meters

10. Meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that the cost of the change shall be borne by the Company except when such change is pursuant to the provisions of Paragraph 11. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, unless it is installed at the Company's option, the monthly charge for local distribution service delivered through each meter shall be computed separately under the applicable rates.

Unless otherwise determined by the Company, all premises shall be equipped with a meter that employs either Automatic Meter Reading ("AMR") technology or Advanced Metering Functionality ("AMF") utilizing radio frequency transmitters or a radio frequency communications network, respectively to allow the Company to obtain meter readings remotely. However, customers may choose to "opt-out" by contacting the Company to request a manual, non-communicating meter. During the AMF project deployment phase, customers may opt-out by notifying the Company prior to the installation of an AMF meter at that customer's premises.

Customers who choose to opt-out will be assessed the following charges:

1. A one-time opt-out meter exchange fee of \$36.00 per service delivery point for the removal of the existing AMR or AMF electric meter, as applicable, and the installation of the manual, non-communicating electric meter. During the Company's AMF project deployment phase, if a customer requests a non-AMF meter prior to an AMF meter being installed at the customer's premises, the Company will not charge the one-time meter exchange fee.

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2. A monthly opt-out meter reading fee of \$20.00 for the manual, non-communicating electric meter. The meter reading fee is applicable to customers who receive gas and electric service, or receive electric-only service, from the Company. The Company has sole discretion to determine the alternative metering to be used for opted-out meters.

The Company, at its option, may choose to read the manual, non-communicating meter less frequently than once per month. In that case, or if the Company is unable for any reason to read the meter on the regularly scheduled monthly read date, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered. A customer will not be assessed the one-time meter exchange fee or monthly fee until after the Company has installed the manual, non-communicating electric meter; provided that a customer who chooses to opt-out of AMF during the AMF project deployment phase will be assessed the monthly fee effective as of the first billing cycle following the date on which the customer opts out of AMF.

The Company has the right to refuse an opt-out request if:

- (a) a customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location;
- (b) The service creates a safety hazard to consumers or their premises, the public, or the Company's personnel or facilities; or
- (c) The customer prevents the Company's employees or agents access to the meter at the customer's premises for maintenance, connection/disconnection, or meter-reading.

Unauthorized and Unmetered Use

11. Whenever the Company determines that an unauthorized and unmetered use of electricity is being made on the premises of a Customer and is causing a loss of revenue to the Company, the Company may, at the Customer's expense, make such changes in the location of its meters, appliance and equipment on said premises as will, in the opinion of the Company, prevent such unauthorized and unmetered use from being made.

Definition of Month

12. Whenever reference is made to "month" in connection with electricity delivered or payments to be made, it shall mean the period between two successive regular monthly meter readings or estimated meter readings, the second of which occurs in the month to which reference is made. If the Company is unable to read the meter when scheduled, the necessary billing determinants may be estimated. Bills may be rendered on such estimated basis and will be payable as so rendered.

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Payment Due Date – Interest Charge

13. All bills shall be due and payable upon receipt. Bills rendered to customers, other than individually metered residential customers, on which payment has not been received by the “Please Pay By” date as shown on the bill, shall bear interest, at the rate of 1¼% per month on any unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment. The “Please Pay By” date corresponds to the next normal bill preparation date. Bills disputed in good faith by a Customer will not be subject to the late payment charge until after the dispute is resolved.

Customer payment responsibilities with their nonregulated power producer will be governed by the particular Customer/nonregulated power producer contract. Payments made through the Company for electricity purchased from a nonregulated power supplier will be applied first to any Narragansett charges or arrearages.

Returned Check Fee

14. A \$8.00 Fee shall be charged to the Customer for each check presented to the Company that is not honored by the financial institution. This fee shall be applicable only where the check has been dishonored after being deposited for a second time.

Seasonal Customers

15. Seasonal Customers are those using local distribution services between June 1 and September 30 only, or those using local distribution services principally between June 1 and September 30 and incidentally or intermittently during the rest of the year.

Deposit and Security

16. The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the Customer’s indebtedness to the Company. The rate of interest shall be adjusted on March 1 annually. The interest rate in effect in any year shall be based on the average rate over the prior calendar year for 10-year constant maturity Treasury Bonds as reported by the Federal Reserve Board.

Payments for Line Extensions

17. The Company may require a Customer to pay for all or a portion of the cost of extending or installing poles, distribution lines, or equipment to the Customer’s home, premises or facility, consistent with the terms of the Company’s “Line Extension and Construction Advance Policies.” The Company’s line extension policies are included in Appendix A to this tariff.

Lighting Service Charge

18. The Company may assess a Lighting Service Charge of \$116.00 for Company services rendered in response to a Customer request in support of Customer equipment where the

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condition, service or connection is unrelated to the performance of facilities owned by the Company. A Lighting Service Charge per each occurrence will be assessed to the Customer on their subsequent bill.

Determining Customer's Demand

19. The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument chosen by the Company. In the case of extremely fluctuating load, however, where the demand based on the average over fifteen minutes does not fairly represent the maximum demand imposed by the Customer, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes. Such measurements will be made by any suitable instrument chosen by the Company. The demand which is billed to the Customer is determined according to the terms of the appropriate tariffs approved by the Commission from time to time.

Customer Changing Rates

20. The Customer may change from the rate under which he is purchasing electricity to any other rate applicable to a class of service which he is receiving. Any change, however, shall not be retroactive, nor reduce, eliminate or modify any contract period, provision or guarantee made in respect to any line extension or other special condition. Nor shall such change cause such service to be billed at any rate for a period less than that specified in such rate except during the first year of electric service to any Customer. A Customer having changed from one rate to another may not again change within twelve months or within any longer contract period specified in the rate under which he is receiving electric service.

Discontinuance of Service

21. Subject to the Rules and Regulations of the Commission, the Company shall have the right to discontinue its service upon due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance, a reconnection charge of \$32.00 will be made.

Right of Access

22. The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of examining or removing the Company's meters, and other appliances and equipment. During emergency conditions, the Company shall have the right of access to the Customer's premises at all hours of the day to make conditions safe and/or to restore service.

Safeguarding Company Equipment

23. The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or

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interfere with the same, and shall provide for their safe keeping. In case of loss or damage of the Company's property, the Customer shall pay to the Company the value of such property or the cost of making good the same.

Temporary Service

24. A temporary connection is local distribution service which does not continue for a sufficient period to yield the Company adequate revenue at its regular local distribution service rates to justify the expenditures necessary to provide such a connection. The Company may require a Customer requesting a temporary connection to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation of the connection by the Company. In addition, the customer shall pay the applicable regular local distribution service and, if applicable, last resort service rates.

Limitation of Liability for Service Problems

25. The Company shall not be liable for any damage to equipment or facilities using electricity which damage is a result of Service Problems, or any economic losses which are a consequence of Service Problems. For purposes of this paragraph, the term "Service Problems" means any service interruption, power outage, voltage or amperage, fluctuations, discontinuance of service, reversal of its service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, federal or state agency order, failure to receive any electricity for which the Company has contracted, or any other causes beyond the Company's immediate control.

However, if the Company is unable for any reason to supply electricity for a continuous period of two days or more, then upon the request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises.

Limitation on Use of Electricity - Auxiliary & Temporary Local Distribution Service

26. Local distribution service supplied by the Company shall not be used to supplement or relay, or as standby or back up to any other electrical source or service except under the provisions of the Back-Up Service Rate, unless the Customer shall makes such guarantees with respect to the payment for such local distribution service as shall be just and reasonable in each case. Where such local distribution service is supplied, the Customer shall not operate its generation in parallel with the Company's system without the consent of the Company, and then only under such conditions as the Company may specify from time to time.

Company Right to Place Facilities on Customer Property

27. The Company has the right to place on a Customer's property facilities to provide and meter electric service to the Customer.

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Company Right to Request a Guarantee

28. Whenever the estimated expenditures for the services or equipment necessary to deliver electricity to a Customer's premises shall be of such an amount that the income to be derived there at the applicable rates will, in the opinion of the Company, be insufficient to warrant such expenditures, the Company may require a Customer to guarantee a minimum annual payment or commitment for a term of years, or to pay the whole or a part of the cost of such equipment.

Fluctuating Load & Harmonic Distortion

29. In certain instances, extreme fluctuating loads or harmonic distortions which are created by a Customer's machinery or equipment may impair service to other Customers. If the fluctuating load or harmonic distortion causes a deterioration of the Company's service to other customers, the Company shall specify a service arrangement that avoids the deterioration and the Customer owning or operating the equipment that causes the fluctuation or distortion shall pay the cost to implement the new service arrangement together with applicable taxes.

Customer Tax Liability

30. The Company shall collect taxes imposed by governmental authorities on services provided or products sold by the Company. It shall be the Customer's responsibility to identify and request any exemption from the collection of the tax by filing appropriate documentation with the Company.

Customer/Supplier Relationship

31. For electricity supplied by nonregulated power producers, the Company is a local distribution service provider of electricity supplied by others. When such electricity is supplied and delivered to the Company's local distribution supply point, the Company then performs a delivery service for the electricity. Ownership of such electricity lies with either the non-regulated power producer or Customer, as per the specific agreement between the Customer and the nonregulated power producer. In no case shall the Company be liable for loss of electricity.

Billing Termination ("Soft-Off")

32. When a customer has requested termination of service and an estimated or actual final meter reading is recorded, and the account is not subject to a shut-off order or request, the Company may choose to utilize a "Soft-Off" termination, defined as the termination of an account by the Company for billing purposes where there is no new customer of record and the actual flow of electricity to the premises is not disconnected.

In the event of a termination of an account for which there is no unbilled consumption, a landlord may initiate an application for service in the landlord's name at that premises by either oral or written request in accordance with Section 2 of this tariff; provided however, that in the event of a termination of an account for which there is any unbilled consumption, a landlord may initiate an application for service in the landlord's name only upon providing the Company with a signed authorization. In addition, where the landlord has previously provided the Company a signed

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agreement, the Company may record the landlord as the customer of record for that account without further authorization.

When metered consumption at a premises where a Soft Off termination has been implemented exceeds 100 kilowatt-hours in a month, the Company will send notification to the premises indicating that service shall be terminated pursuant to the Commission and Division's rules and regulations governing the termination of service if an account is not established. When metered consumption at the location exceeds an aggregate of 250 kilowatt-hours, service to the location will be terminated; provided however that where such a termination would affect the statutory and/or termination rights of other electric customers at that location, service will be terminated at the Soft Off premises as soon as the Company is able to accomplish the termination so as not to conflict with the rights provided under the Commission and Division's rules and regulations governing the termination of service for the other customers.

Paperless Billing & Electronic Payments

33. Customers may elect to receive and pay their bill electronically. Such customers electing to receive their bills electronically will receive a paperless billing credit of \$0.37 per account, per billing period.

Customer Notice and Right to Appeal

34. Where practicable, the Company will give the Customer reasonable notice of actions taken pursuant to these Terms & Conditions. The Customer shall have the right to appeal, pursuant to the Division's Rules of Practice and Procedure, all action taken by the Company hereunder.

Job Cost Calculations: Electric

Narragansett Electric Company						
Labor Times(minutes)						
Job	Travel (a)	Wrench Time (b)	Total Time (c)	Average Hourly Rate (d)	Loadings (e)	Cost Per Job (f)
Read Electric Meter	14	7	21	\$38.12	46.50%	\$ 19.55
Exchange Electric Meter - Field	14	15	29	\$38.12	46.50%	\$ 26.99
Process Opt-Out Account	0	17.5	17.5	\$21.25	46.50%	\$ 9.08
Exchange Electric Meter Total Fee						\$ 36.07

(a) Assumes approximately even distribution of opted out customers state wide amongst commodity service territory.

(b) Based on physical access, testing and completion time per job.

(c) Equal to (a) + (b)

(d) From current 2024 union contract

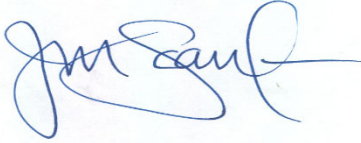
(e) Based on overheads as calculated by Finance.

(f) Equal to (c)/60 times (d) times (1+e)

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

September 19, 2024
Date

The Narragansett Electric Company d/b/a Rhode Island Energy
Docket No. 22-49-EL Advanced Meter Functionality (AMF)
Service list updated 7/24/2023

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