



May 3, 2005

**VIA HAND DELIVERY & ELECTRONIC MAIL**

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

**RE: The Narragansett Electric Company, Tariff Advice Filing  
to Amend R.I.P.U.C. No. 1154 Terms and Conditions for Distribution Service,  
and to Add R.I.P.U.C. No. 1193 Off Cycle Meter Read for Switch of Supplier**

Dear Ms. Massaro:

Enclosed pursuant to Commission Rules 1.9(c) and (d) are ten copies of The Narragansett Electric Company's ("Narragansett" or the "Company") filing to amend the Company's Terms and Conditions, R.I.P.U.C. No. 1154, and to add a new provision R.I.P.U.C. No. 1193 to provide for off cycle meter reads. The Terms and Conditions for Distribution Service, marked to show changes from the Terms and Conditions reflected in R.I.P.U.C. No. 1154, are contained in this filing, along with a clean copy of the amended document. The Company has also enclosed the new tariff page, R.I.P.U.C. No. 1193, Off Cycle Meter Read for Switch of Supplier, and associated supporting calculations for determining the fees for the new service, as well as a draft notice that will be published in the *Providence Journal* to notify the public of the filing. The Company will publish this notice after receiving a docket number for this filing from the Commission.

Attachment 1 to this filing contains Narragansett's redlined version of the Terms and Conditions for Distribution Service. Attachment 2 contains Narragansett's clean version of the amended Terms and Conditions for Distribution Service, identified as R.I.P.U.C. No. 1192. Attachment 3 contains the tariff page R.I.P.U.C. No. 1193 providing the off cycle meter reading service. Attachment 4 contains the Company's supporting calculations regarding the fees for the off cycle meter read service. Attachment 5 contains the draft public notice of this filing.

**Background regarding Amendment to Terms and Conditions**

Section 12 of Narragansett's Terms and Conditions, R.I.P.U.C. No. 1154, contains a sentence under "Definition of Month" that provides, "Should the Company be requested to perform an off cycle meter reading to facilitate a Customer request to change their nonregulated power producer, the Company will reasonably accommodate such a request, for which the Customer will be charged a fee not to exceed \$20." By this filing, the Company removes this

sentence from the Terms and Conditions and instead has established a separate tariff provision that provides for the off cycle meter read service, together with updated fees for the service.

The Company also proposes to delete Section 32 of the Terms and Conditions, R.I.P.U.C. No. 1154, "Definitions of Zones" because these zones no longer apply to Narragansett's rates, tariffs, or Terms and Conditions.

Finally, Narragansett is revising the name of the document to identify it as Terms and Conditions for Distribution Service to clarify the purpose of the document and to help ensure that it is not confused with the Terms and Conditions for Nonregulated Power Producers ("NPP").

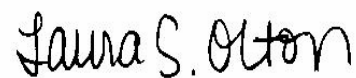
**R.I.P.U.C. No. 1193**

The new provision, identified as R.I.P.U.C. No. 1193, Off Cycle Meter Read for Switch of Supplier, permits a Customer receiving metered retail delivery service on Rate G-32, 200 kW Demand Rate, or Rate G-62, 3,000 kW Demand Rate, Rate B-32, C&I Back-up Service Rate or Rate B-62, 3,000 kW Demand Back-up Service Rate, to request an off cycle meter read for the purpose of switching to an NPP. This service would be provided subject to the Company's ability to render such service.

Under the provision, a Customer requesting an off cycle meter read would agree to pay one of two fees for the service. For a Customer who is telemetered, the fee would be \$75. For a Customer who is not telemetered, the Company's fee would be \$105. The respective fee would be assessed by the Company each time the Company performed an off cycle meter reading at the Customer's location. As provided in Attachment 4, the Company incurs significantly higher costs to provide an off cycle meter read when switching a customer to an NPP off cycle than what is currently reflected in the Terms and Conditions, and therefore proposes to remove the \$20 fee currently included in the Terms and Conditions and establish the fees above to better reflect the cost to provide the service.

Thank you for your attention to this matter. If you have any questions regarding this filing, please feel free to contact me at (401) 784-7667.

Very truly yours,



Laura S. Olton

Enclosures

cc: Paul Roberti, Esq.  
Steve Scialabba, Division  
John Farley, TEC-RI

ATTACHMENT 1

**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, 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:

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Service Connection

1. 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.

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.

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 Non-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 these 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.

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.

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.

Deleted: Should the Company be requested to perform an off-cycle meter reading to facilitate a Customer request to change their non-regulated power producer, the Company will reasonably accommodate such a request, for which the Customer will be charged a fee not to exceed \$20.

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 “Avoid Interest 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 “Avoid Interest 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

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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.

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Returned Check Fee

14. A \$15.00 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 1st and September 30th only, or those using local distribution services principally between June 1st and September 30th 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 1st 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" on file with the Commission.

Determining Customer's Demand

18. 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 PUC from time to time.

### Customer Changing Rates

19. 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

20. 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 \$10.00 will be made.

### Right of Access

21. 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

22. 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

23. 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, basic or standard offer service rates.



#### Limitation of Liability for Service Problems

24. 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

25. 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 Auxiliary Service Rate or 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

26. 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

27. 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 therefrom 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

28. In certain instances, extreme fluctuating loads or harmonic distortions which are created by

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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

29. 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

30. 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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Customer Notice and Right to Appeal

31. 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.

Deleted: Definitions of Zones  
¶  
32. For purposes of interpreting rates, tariffs and Terms and Conditions, the following terms will have the meanings as follows:¶  
¶  
Narragansett Zone is the cities and towns of: Providence, North Providence, East Providence, Cranston, Johnston, Smithfield, Scituate, Foster, Gloucester, Warren, Barrington, Bristol, Tiverton, Little Compton, Warwick, West Warwick, East Greenwich, Coventry, North Kingstown, Westerly, Richmond, Charlestown, Exeter, Hopkinton, Narragansett, South Kingstown and West Greenwich.¶  
¶  
Blackstone Valley Zone is the cities and towns of: Pawtucket, Central Falls, Cumberland, Lincoln, Woonsocket, North Smithfield, and Burrillville¶  
¶  
Newport Zone is the cities and towns of: Newport, Middletown, Portsmouth, and Jamestown.¶

Effective: ~~June 15, 2005~~

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ATTACHMENT 2

**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, 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 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.

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.

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 Non-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 these 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.

#### 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.

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.

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 "Avoid Interest 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 "Avoid Interest 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 \$15.00 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.

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15. Seasonal Customers are those using local distribution services between June 1st and September 30th only, or those using local distribution services principally between June 1st and September 30th 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 1st 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

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#### Determining Customer's Demand

18. 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 PUC from time to time.

#### Customer Changing Rates

19. 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

20. 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 \$10.00 will be made.

#### Right of Access

21. 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

22. 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

23. 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, basic or standard offer service rates.



Limitation of Liability for Service Problems

24. 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

25. 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 Auxiliary Service Rate or 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

26. 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

27. 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 therefrom 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

28. 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

29. 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

30. 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.

#### Customer Notice and Right to Appeal

31. 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.

Effective: June 15, 2005

ATTACHMENT 3

## THE NARRAGANSETT ELECTRIC COMPANY

## OFF CYCLE METER READ FOR SWITCH OF SUPPLIER

Availability of Service

An Off Cycle Meter Read under this provision is available to customers receiving metered retail delivery service from Narragansett Electric Company (“Narragansett” or “Company”) under the Company’s Rate G-32, 200 kW Demand Rate, Rate G-62, 3,000 kW Demand Rate, Rate B-32, C&I Back-up Service Rate or Rate B-62, 3,000 kW Demand Back-up Service Rate. Customers who receive unmetered retail delivery service must request metered retail delivery service in accordance with the Company’s Terms and Conditions for Distribution Service. The availability of this service will be subject to the Company’s ability to render such service.

Description of Service

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision. An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of generation service between the Company-supplied Standard Offer Service or Last Resort Service and Competitive Supplier generation service. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each off cycle meter read performed at a Customer’s service location.

Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer	\$75.00
Non-telemetered Customer	\$105.00

Terms and Conditions

The Company’s Terms and Conditions for Distribution Service in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this tariff.

Effective: June 15 , 2005

ATTACHMENT 4

2-May-05

**The Narragansett Electric Company**  
Off cycle read for switch to competitive supplier

**Interval Data Meters With Remote Interrogation (Telemetered)**

**Fee for Managing Off cycle read for switch to competitive supplier**

**Transaction Costs**

1	Cost of Labor for Supplier Services	\$25.00	1/
2	Estimated Time Required to Receive Call and Notify Others	<u>0.25</u>	2/
3	Cost of Labor to Process Request	\$6.25	
4	Labor-Related Overheads for Supplier Services	<u>\$6.43</u>	4/
5	Total Supplier Services Cost of Processing Request	<u>\$12.68</u>	
6	Cost of Labor per Hour for Load Data Analyst to Process Request	\$30.00	1/
7	Estimated Time Required to Calculate Meter Reading & Switch Supplier Loads	<u>1.00</u>	2/
8	Cost of Labor to Process Request	\$30.00	
9	Labor-Related Overheads for Load Data Services	<u>\$24.74</u>	3/
10	Total Load Data Cost of Processing Request	<u>\$54.74</u>	
11	Cost of Labor per Hour for Customer Service Rep to Process Switch	\$16.03	1/
12	Estimated Time Required to Complete Switch	<u>0.25</u>	2/
13	Cost of Labor to Process Switch	\$4.01	
14	Labor-Related Overheads for Customer Services	<u>\$4.12</u>	4/
15	Total Customer Service Cost of Processing Request	<u>\$8.13</u>	
16	Total Transaction Costs for off cycle read for switch to competitive supplier	\$75.55	

1/ Estimated average hourly wage per analyst provided by department manager.

2/ Estimated time required to complete transaction per department manager.

3/ 2004 National Grid USA Service Company overheads for Load Data Services (82.46%)

4/ 2004 National Grid USA Service Company overheads for Supplier Services and Customer Service (102.85%)

**The Narragansett Electric Company**  
Off cycle read for switch to competitive supplier

**Interval Data Meters Without Remote Interrogation (Non-Telemetered)**

**Fee for Managing Off cycle read for switch to competitive supplier**

**Transaction Costs**

1	Cost of Labor for Supplier Services	\$25.00	1/
2	Estimated Time Required to Receive Call and Notify Others	<u>0.25</u>	2/
3	Cost of Labor to Process Request	\$6.25	
4	Labor-Related Overheads for Supplier Services	<u>\$6.43</u>	4/
5	Total Supplier Services Cost of Processing Request	<u>\$12.68</u>	
6	Cost of Labor per Hour for Meter Worker	\$24.89	1/
7	Estimated Time Required to Probe Meter	<u>0.50</u>	2/
8	Cost of Labor to Probe Meter	\$12.44	
9	Labor-Related Overheads for Massachusetts Electric union overhead rates	<u>\$14.23</u>	5/
10	Total Meter Worker Cost to Read Meter	\$26.67	
11	Transportation Costs to Read Meter	<u>\$3.71</u>	6/
12	Total Cost to Read Meter	<u>\$30.38</u>	
13	Cost of Labor per Hour for Load Data Analyst to Process Request	\$30.00	1/
14	Estimated Time Required to Calculate Meter Reading & Switch Supplier Loads	<u>1.00</u>	2/
15	Cost of Labor to Process Request	\$30.00	
16	Labor-Related Overheads for Load Data Services	<u>\$24.74</u>	3/
17	Total Load Data Cost of Processing Request	<u>\$54.74</u>	
18	Cost of Labor per Hour for Customer Service Rep to Process Switch	\$16.03	1/
19	Estimated Time Required to Complete Switch	<u>0.25</u>	2/
20	Cost of Labor to Process Switch	\$4.01	
21	Labor-Related Overheads for Customer Services	<u>\$4.12</u>	4/
22	Total Customer Service Cost of Processing Request	<u>\$8.13</u>	
23	Total Transaction Costs for off cycle read for switch to competitive supplier	\$105.93	

- 1/ Estimated average hourly wage per analyst provided by department manager.
- 2/ Estimated time required to complete transaction per department manager
- 3/ 2004 National Grid USA Service Company overheads for Load Data Services (82.46%)
- 4/ 2004 National Grid USA Service Company overheads for Supplier Services and Customer Service (102.85%)
- 5/ 2004 Narragansett Electric Company union overhead rate (114.37%)
- 6/ Reflects estimated transportation charges based on 0.5 hour of actual average transportation rate for a light duty pickup truck.

ATTACHMENT 5



THE NARRAGANSETT ELECTRIC COMPANY

**NOTICE OF FILING**

In re: Tariff Advice to Amend R.I.P.U.C. No. 1124 - Terms and Conditions for Distribution Service and to Add R.I.P.U.C. No. 1193 – Off Cycle Meter Read for Switch of Supplier

On May 3, 2005, The Narragansett Electric Company (“Narragansett” or the “Company”) made a filing with the Rhode Island Public Utilities Commission (“Commission”) pursuant to R.I.G.L. §39-3-11 and the Commission’s Rules of Practice and Procedure 1.9(c) and (d) to amend its Terms and Conditions, R.I.P.U.C. No. 1154 and to add a new tariff, R.I.P.U.C. No. 1193 – Off Cycle Meter Read for Switch of Supplier, effective June 15, 2005. This filing has been docketed as R.I.P.U.C. Docket No. \_\_\_\_.

In its filing, the Company has amended Section 12 of the Terms and Conditions to remove the provision for off cycle meter reads for switch of supplier. Instead, the Company has established a separate tariff, R.I.P.U.C. No. 1193, that provides for this service, together with updated fees for the service.

The Company also proposes to delete Section 32 of the Terms and Conditions, “Definitions of Zones”, because these zones no longer apply to Narragansett’s rates, tariffs, or Terms and Conditions.

Finally, Narragansett is revising the name of the document to identify it as Terms and Conditions for Distribution Service to help ensure that it is not confused with the Terms and Conditions for Nonregulated Power Producers.

The Company’s filing is available for examination at the Commission’s office at 89 Jefferson Blvd. in Warwick, RI or at the office of The Narragansett Electric Company at 280 Melrose Street, Providence, Rhode Island.

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