National Grid

### 2012 ELECTRIC RETAIL RATE FILING

Schedule 19

Proposed Tariff Changes - Clean Version and Marked to Show Changes Version

Book 2 of 2

February 2012

Submitted to: Rhode Island Public Utilities Commission R.I.P.U.C. Docket No. 4314

Submitted by:

nationalgrid

Schedule JAL-19

NATIONAL GRID R.I.P.U.C. DOCKET NO. \_\_\_\_ FEBRUARY 2012 ELECTRIC RETAIL RATE FILING WITNESS: JEANNE A. LLOYD

#### **Schedule JAL-19**

#### **Proposed Tariff Changes**

#### **Clean and Marked to Show Changes Version**

Tariffs -Clean Version

# S:\RADATA12012 neco\Annual Rate FilingSGredule 19 - Tarifis\2012-04 Summary of Rates - Proposed jal xis [Delivery Detail

# THE NARRAGANSETT ELECTRIC COMPANY Summary of Retail Delivery Rates

| iption         Charge         Charge           mge         C         D           mge         \$0.3375         \$0.0000           erge         \$0.000         \$1/1/13         \$1/1/13           mge         \$0.000         \$1/1/13         \$1/1/13           mge         \$0.000         \$1/1/13         \$1/1/12           mge         \$0.01995         \$0.00000         \$1/1/12           mge         \$0.01995         \$0.00000         \$1/1/12           mge         \$1/1/12         \$1/1/12         \$1/1/12           mercing Discount         \$1/1/12         \$1/1/12         \$1/1/12           mercing Discount         \$1/1/12         \$2.42         \$1/1/12           mercing Discount         \$1/1/12         \$2.  | Exp<br>0000<br>1/12<br>0000<br>1/12 | Exp Charge Charge E              | 00   | Charge Charge<br>G=C+D+E+F H  | Charge<br>I                            | Adjustment            | Factor              | Charge    | Charge              | Charae Adi            |                 | r rogram            | Delivery   |
|--|-------------------------------------|----------------------------------|--|---|--|-----------------------|---------------------|-----------|---------------------|-----------------------|-----------------|---------------------|--|
| Customer Charge         \$3.75           Effective Date         \$0.00           Effective Date         \$0.00           KWh Charge         \$0.00           Effective Date         \$0.00           Customer Charge         \$0.00           Backap Dermund Charge         \$0.00           KWh Charge         \$0.00           KW Charge         \$0.00   |                                     |                                  |  |   | •                                      | -                     | К                   | L=I+J+K   | M                   | Cnarge Auj<br>N       | Charge<br>O=M+N | Charge<br>P 0       | Charges<br>Q=G+H+L+O+P   |
| Customer Charge     \$0.00       RWM Charges     \$0.00       RWM Charges     \$0.00       RWM Charges     \$0.00       RWM Charges     \$0.00       Reprive Date     \$0.00       Customer Charge     \$0.00       Backup Demand Charge - in excess of 200 kW     \$750.00       Backup Demand Charge - in excess of 200 kW     \$5.42       KW Charge     \$0.00318       High Voltage Delivery Discount     \$5.42       Stood Feder Service     \$0.0000       Backup Demand Charge     \$0.0000       Right Voltage Metering Discount     \$1.11/12       Riferive Date     \$1.00000       Backup Demand Charge     \$0.0000       Backup Demand Charge     \$0.0000       Backup Demand Charge     \$0.0000       Right Voltage Metering Discount     \$1.11/12       Scoud Feder Service     \$0.0000       Backup Demand Charge     \$0.0000       Right Voltage Metering Discount     \$1.11/12       Scoud Feder Service     \$0.0000       Right Voltage Metering Discount     \$1.11/12       Scoud Feder Service     \$0.0000       Right Voltage Metering Discount     \$1.11/12       Scoud Feder Service     \$0.0000       Right Voltage Metering Discount     \$1.11/12       Scoud Feder Service     \$0.  |                                     | \$0.00141 \$0.<br>4/1/11         | \$0.00011 \$   | \$3.75 \$0.83<br>\$0.03515 \$1/1/12   | .83<br>\$0.01950<br>12 4/1/12          | (\$0.00026)<br>4/1/12 | \$0.00018<br>4/1/12 | \$0.01942 | \$0.00081<br>4/1/12 | (\$0.00018)           | \$0.00063       | \$0.00619<br>1/1/12 | \$4.58<br>\$0.06139  |
| Customer Charge         5750.00           Backup Dermand Charge - in excess of 200 kW         50.04           KW Charge - in excess of 200 kW         50.01           KW Charge - in excess of 200 kW         50.00           KW Charge - in excess of 200 kW         50.01           KW Charge - in excess of 200 kW         50.01           KW Charge - in excess of 200 kW         50.001           KW Charge - in excess of 200 kW         50.001           KW Charge - in excess of 200 kW         50.001           Second Feder Service         50.0000           High Voltage Metering Discount         50.10           KW Charge         50.0000           High Voltage Metering Discount         50.1000           Backin Denned Charge         50.0000           High Voltage Metering Discount         52.48           KW Charge         50.0000           High Voltage Metering Discount         52.42           KW Charge         50.0000           High Voltage Metering Discount         52.42           KW Charge         50.0000           High Voltage Metering Discount         11/1/2           Effective Date         52.42           KW Charge         50.0204           KW Charge         50.0204   |                                     | \$0.00141 \$0.                   | \$0.00011 \$   | \$0.00 \$0.83<br>\$0.02147 1///12   | .83<br>\$0.01950<br>12 4/1/12          | (\$0.00026)<br>4/1/12 | \$0.00018<br>4/1/12 | \$0.01942 | \$0.00081<br>4/1/12 | (\$0.00018)<br>4/1/12 | \$0.00063       | \$0.00619<br>1/1/12 | \$0.83<br>\$0.04771  |
| Customer Charge     \$17,000.00       Baskip Demund Charge     \$0.10       Ruck Dharge     \$0.0009       RW Charge     \$2.48       RW Charge     \$2.00009       RW Charge     \$2.00009       RW Charge     \$2.43       RW Charge     \$2.43       RW Charge     \$2.43       RW Charge     \$0.00009       RW Charge     \$0.00009       Ry Outge Metering Discount     \$2.42       Bigrective Date     \$2.00       Unmerced Charge     \$8.00       Unmerced Charge     \$8.00       Unmerced Charge     \$0.03204       Stiffictive Date     \$0.03204       Ruth Charge     \$0.0022       Ruth Charge     \$1.107       Ruth Charge     \$1.25.00       RW Charge     \$1.107       Ruth Charge     \$1.107       Ruth Charge     \$1.107       Ruth Charge     \$1.25.00       RW Charge     \$1.00622       RW Charge     \$1.107       RW Charge     \$1.107       RW Charge     \$1.007       RW Charge     \$1.107       RW Ch  |                                     | \$0.00064 \$0.                   | \$0.00000 \$<br>\$0.03<br>\$0.00000 \$<br>\$0.00000 \$   | \$750.00<br>\$0.52<br>\$0.03<br>\$2.03<br>\$2.03<br>\$0.00<br>\$0.00822<br>\$0.00822<br>\$0.00822<br>\$0.00822<br>\$0.423<br>\$5.42<br>\$\$2.42<br>\$\$2.42<br>\$\$2.42<br>\$\$2.42 | 83<br>\$2.92<br>\$0.00659<br>471/12    | (\$0.00026)<br>4/1/12 | \$0.00013<br>4/1/12 | \$0.00646 | \$0.00081<br>4/1/12 | (\$0.00018)           | \$0.00063       | \$0.00619<br>1/1/12 | \$750.83<br>\$0.52<br>\$2.03<br>\$2.03<br>\$2.03<br>\$2.03<br>\$0.42<br>\$5.42<br>\$5.42<br>\$5.42<br>\$5.42         |
| C&M Rate         Customer Charge         \$\$\$00           U.C.No. 2086         Ummetered Charge         \$\$\$00           KWh Charge         \$\$003204           Additional Minimum Charge (per kVA in<br>Additional Minimum Charge (per kVA in<br>excess of 25 kVA)         \$\$\$003204 <i>ad C&amp;M Bare</i> \$\$\$\$\$003204 <i>ad C&amp;M Bare</i> Customer Charge         \$  |                                     | °.<br>S                          | \$1.<br>\$0.02<br>\$0.02<br>\$0.00000 \$<br>\$0.00000 \$ | \$17,000,000<br>\$0.28<br>\$2.86<br>\$2.86<br>\$2.86<br>\$0.0009<br>\$0.00099<br>\$0.00099<br>\$0.00099<br>\$2.42<br>\$2.42<br>\$2.42<br>\$2.42<br>\$0.00                           | 83<br>\$2.92<br>\$0.00659<br>\$0.00659 | (\$0                  | \$0.00013<br>4/1/12 | \$0.00646 | \$0.00081           | (\$0.00018)           | \$0.00063       | \$0.00619<br>1////2 | \$17,000.83<br>\$0.28<br>\$2.86<br>\$2.92<br>\$0.01337<br>(\$0.427<br>\$2.42<br>\$2.42<br>\$2.42<br>\$2.42<br>\$2.42 |
| all C&M Rate         Customer Charge         \$125.00           U.C.No. 2087         kW > 10 Charge         \$140           KW Charge         \$54.50         \$4.60           Wh Charge         \$80.006/33         \$4.90           High Voltage Delivery Discount         \$0.42)         \$10%           High Voltage Delivery Discount         \$0.42)         \$10%           W Dermand Rate         Customer Charge         \$5750.00           W Dermand Rate         Customer Charge         \$5750.00           W Dermand Rate         KW Charge - in excess of 200 kW         \$5.00  | \$0.00000                           | \$0.00150 \$0.<br><i>4/1/11</i>  | \$0.00011 \$   | \$8.00 \$0.83<br>\$5.00<br>\$0.03365<br>\$1.85  | .83<br>\$0.01847<br>4/1/12             | (\$0.00026)<br>4/1/12 | \$0.00017<br>4/1/12 | \$0.01838 | \$0.00081<br>4/1/12 | (\$0.00018)<br>4/1/12 | \$0.00063       | \$0.00619<br>1/1/12 | \$8.83<br>\$5.00<br>\$0.05885<br>\$1.85  |
| W Demand Rate Customer Charge<br>U.C.No. 2088 kW Charge - in excess of 200 kW<br>kW Charge - in excess of 200 kW   | \$0.00000<br>4/1/12                 | \$0.00120<br><i>4/1/11</i>       | \$0.04<br>\$0.00000 \$<br>\$////1                        | \$125.00 \$0.83<br>\$4.54<br>\$0.00<br>\$0.00743<br>(\$0.42)  | .83<br>\$2.70<br>\$0.00846<br>4/1/12   | (\$0.00026)           | \$0.00015           | \$0.00835 | \$0.00081           | (\$0.00018)<br>4/1/12 | \$0.00063       | \$0.00619           | \$125.83<br>\$4.54<br>\$2.70<br>\$0.02260<br>(\$0.42)  |
|  | \$0.00000<br>4/1/12                 | \$0.00064 \$0.<br>\$0.00064 \$0. | \$0.03<br>\$0.00000 \$<br>\$0.00000 \$<br>\$0.00000      | \$750.00 \$0.83<br>\$2.03<br>\$0.00<br>\$0.422<br>\$2.42<br>\$2.42<br>\$2.42<br>(\$2.00)  | 83<br>\$2.92<br>\$0.00659<br>4/1/12    | (\$0.00026)<br>4/1/12 | \$0.00013<br>4/1/12 | \$0.00646 | \$0.00081           | (\$0.00018)<br>4/1/12 | \$0.00063       | \$0.00619<br>1/1/12 | \$750.83<br>\$2.03<br>\$2.03<br>\$2.29<br>\$0.02210<br>(\$0.42)<br>\$2.42<br>\$2.42<br>\$2.42                        |
| 0.642<br>3.000 kW Demand Rate<br>8.17,000.00<br>8.17,00.2089<br>R.LP.U.C.No. 2089<br>R.W.Charge<br>R.W.Charge<br>R.W.Charge<br>R.W.Charge<br>R.W.Charge<br>S.0.0009<br>S.0.0009<br>S.0.0009<br>S.0.0000<br>S.0.0000<br>S.0.0000<br>S.0.0000<br>High Voltage Metring Discount<br>High Voltage Metring Discount<br>1.1.05<br>High Voltage Metring Discount<br>1.1.12<br>High Voltage Met | \$0.00000<br>4/1/12                 | \$0.36<br>\$0.00000 \$0.         | \$0.02 \$1'<br>\$0.000 \$<br>\$0.00000 \$<br>\$          | \$17,000.00<br>\$2.86<br>\$0.00<br>\$0.0009<br>\$0.0009<br>\$2.42<br>(\$0.42)<br>(\$2.00)   | .83<br>\$2.92<br>\$0.00659<br>#/1/12   | (\$0.00026)<br>4/1/12 | \$0.00013<br>4/1//2 | \$0.00646 | \$0.00081           | (\$0.00018)<br>4/1/12 | \$0.00063       | \$0.00619<br>1////2 | \$17,000.83<br>\$2.86<br>\$2.92<br>\$2.92<br>\$2.42<br>\$2.42<br>(\$0.42)<br>(\$2.00)                                |

R.I.P.U.C. Tariff No. 2095 Sheet 1 of 3 Effective: 04/01/2012 Issued: 02/16/2012

# THE NARRAGANSETT ELECTRIC COMPANY Summary of Retail Delivery Rates

|                            |  |                      | Net       | Operating & | CapEx     | Billing      | LIHEAP      | Base         |              | Transmission  | Total        | Base       |             | Total      | Inergy Efficiency | Total       |
|----------------------------|--|----------------------|-----------|-------------|-----------|--------------|-------------|--------------|--------------|---------------|--------------|------------|-------------|------------|-------------------|-------------|
|                            |  | Distribution         | Metering  | Maintenance | Factor    | Distribution | Enhancement | Transmission | Transmission | Uncollectible | Transmission | Transition | Transition  | _          | Program           | Delivery    |
| Rate                       | Charge Description   | Charge               | Charge    | Exp Charge  | Charge    | Charge       | Charge      | Charge       | Adjustment   | Factor        | Charge       | Charge     | Charge Adj  | Charge     | Charge            | Charges     |
| A                          | B  | С                    | D         | н           | ц         | G=C+D+E+F    | н           | 1            | ſ            | х             | L=I+J+K      | W          | z           | O=M+N      | P                 | Q=G+H+L+O+P |
|                            |  | -                    |           |             |           |              |             |              |              |               |              |            |             |            | -                 |             |
| X-01                       |  |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
| Electric Propulsion Rate   | Customer Charge  | \$16,500.00          |           |             |           | \$16,500.00  | \$0.83      |              |              |               |              |            |             |            |                   | \$16,500.83 |
| R.I.P.U.C.No. 2090         | kW Charge  | \$0.00               |           |             |           | \$0.00       |             | \$2.92       |              |               | \$2.92       |            |             |            |                   | \$2.92      |
|                            | kWh Charge   | \$0.01184            | \$0.00000 | \$0.00158   | \$0.00012 | \$0.01354    |             | \$0.00659    | (\$0.00026)  | \$0.00013     | \$0.00646    | \$0.00081  | (\$0.00018) | \$0.00063  | \$0.00619         | \$0.02682   |
|                            | Effective Date   | 4/1/11               | 4/1/12    | 4/1/11      | 4/1/11    |              |             | 4/1/12       | 4/1/12       | 4/1/12        |              | 4/1/12     | 4/1/12      |            | 1/1/12            |             |
| M-1                        |  |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
| Station Power Delivery &   |  |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
| Reliability Service Rate   | Option A:  |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
| R.I.P.U.C.No. 2091         | fixed charges  | \$3,640.42           |           | \$0.00      | \$0.00    | \$3,640.42   | \$0.83      | \$0.00       | \$0.00       | \$0.00        | \$0.00       | \$3,500.00 | \$0.00      | \$3,500.00 | \$800.00          | \$7,941.25  |
|                            | variable charges   | \$0.00               |           | \$0.00      | \$0.00    | \$0.00       |             | \$0.00       | \$0.00       | \$0.00        | \$0.00       | \$0.00081  | (\$0.00018) | \$0.00063  | \$0.00619         | \$0.00682   |
|                            | (transition and conservation charges   |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
|                            | billed on higher of fixed charges  |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
|                            | or kWhs times variable charges)  |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
|                            | Option B:  |                      |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |
|                            | fixed charge   | \$3,640.42           |           | \$0.00      | \$0.00    | \$3,640.42   | \$0.83      |              |              |               |              |            |             |            |                   | \$3,641.25  |
|                            | kWh charge   |                      |           |             |           |              |             | \$0.0000     | \$0.0000     | \$0.0000      | \$0.0000     | \$0.00081  | (\$0.00018) | \$0.00063  | \$0.00619         | \$0.00682   |
|                            | Effective Date   | 4/1/11               | 4/1/12    | 4/1/11      | 4/1/11    |              |             | 4/1/12       | 4/1/12       | 4/1/12        |              | 4/1/12     | 4/1/12      |            | 1/1/12            |             |
| Taxes and other rate claus | Taxes and other rate clauses apply as usual and will appear on customer bills as applicable. | oills as applicable. |           |             |           |              |             |              |              |               |              |            |             |            |                   |             |

## Column Descriptions:

- A C. per retail delivery tariffs R.I.P.U.C. Nos. 2082 through 2091
   D. per Net Metering Provision, R.I.P.U.C. No. 2099 and Qualifying Facilities for Power Purchase Rate, R.I.P.U.C. No. 2098
   E. per Infrastructure, Safety and Reliability Provision, R.I.P.U.C. No. 2044
   F. per Infrastructure, Safety and Reliability Provision, R.I.P.U.C. No. 2044
   G. Col C + Col B + Col F + Col F
   H. per LIHEAP Enhancement Plan Provision, R.I.P.U.C. No. 2079

- per Transmission Cost Adjustment Provision, R.J.P.U.C. No. 2036
   Je Pr Transmission Cost Adjustment Provision, R.J.P.U.C. No. 2036
   k. per Transmission Cost Adjustment Provision, R.J.P.U.C. No. 2036
   L. Col I+ Col J+ Col Transition Adjustment Provision, R.J.P.U.C. No. 1191
   N. per Non-Bypassable Transition Adjustment Provision, R.J.P.U.C. No. 1191

Col M + Col N
 Per Baregy Fileway Program Provision, R.I.P.U.C. No. 2042, also includes \$0.00030 per kWh Reasowhile Energy Charge per R.I.G.L. §39-2-1.2
 Col G + Col H + Col L + Col O + Col P

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THE NARRAGANSETT ELECTRIC COMPANY Summary of Retail Delivery Rates

|  |   | Description   |  | Distribution<br>Charge   | tion                  | 1  | Metering M          | Maintenance<br>Exp Charge | Factor Di<br>Charge | Distribution Enha | Enhancement Tra<br>Charge | Transmission Tra<br>Charge Ac | Transmission Unco<br>Adjustment F | Uncollectible Tra   | Transmission Tra<br>Charge C | Transition Tra<br>Charge Chi | Transition Tra<br>Charge Adi Cl | Transition Pr<br>Charge C | Program             | Delivery<br>Charges |
|--|---|---|--|--|-----------------------|--|---------------------|---------------------------|---------------------|-------------------|---------------------------|-------------------------------|-----------------------------------|---------------------|------------------------------|------------------------------|---------------------------------|---------------------------|---------------------|---------------------|
| A Second   |   | в.  |  | C  |                       |  |                     |                           |                     | G=C+D+E+F         | Н                         | , _                           |                                   |                     | L=H-J+K                      | W                            |                                 |                           |                     | H+O+T+H+D=          |
| RateS-06<br>Decomptive Street and  |   | Fixture Charges   |  |  |                       |  |                     |                           |                     |                   |                           |                               |                                   |                     |                              |                              |                                 |                           |                     |                     |
| Area Lighting Service<br>R.I.P.U.C.No. 2092                              |   | . Trusk to disease  | Full Service<br>S-06   | Full Service I<br>S-10   | Full Service<br>S-14  | Temp-off<br>S-14   |                     |                           |                     |                   |                           |                               |                                   |                     |                              |                              |                                 |                           |                     |                     |
| Rate S-10<br>Limited Service -<br>Private Lighting<br>R.I.P.U.C.No. 2093 | Incandescent<br>Roadway   | LUM INC RWY 105W<br>LUM INC RWY 205W (5-14 Only)  | n/a<br>n/a   | \$69.46<br>п/а   | \$69.46<br>\$69.46    | \$41.68<br>\$41.68   |                     |                           |                     |                   |                           |                               |                                   |                     |                              |                              |                                 |                           |                     |                     |
| Rate S-14<br>General Street and<br>R.I.P.U.C.No. 2094                    | Mercentry Vapor<br>Roadway<br>Sodium Vapor<br>Roadway<br>Proci And<br>Proci Halide<br>Flood<br>Adeal Halide | LUM MV RWY 100W<br>LUM MV PWY 100W<br>LUM MV PWY 75W<br>LUM MV PWY 75W<br>LUM MV PWY 100W<br>LUM MV PWY 100W<br>LUM MV PWY 100W<br>LUM MV PWY 100W<br>LUM HYS RWY 30W<br>LUM HYS RWY 30W<br>LUM HYS RWY 10W<br>LUM HYS RWY 10W<br>LUM HYS RWY 10W<br>LUM HYS RWY 10W<br>LUM HYS PWY 20W<br>LUM HYS RWY 10W<br>LUM HYS PWY 20W<br>LUM HYS PWY 20W<br>PWY 20W | <ul> <li>10.1</li> <li>10.1</li> <li>10.2</li> <li>10.2</li> <li>10.3</li> <li>10.4</li> <li< td=""><td><ul> <li>\$69,46</li> <li>\$72,63</li> <li>\$72,63</li> <li>\$120,39</li> <li>\$120,39</li> <li>\$121,14</li> <li>\$131,14</li> <li>\$131,14</li> <li>\$131,14</li> <li>\$131,14</li> <li>\$151,14</li> <li>\$153,14</li> <li>\$153,17</li> <li>\$181,37</li> <li< td=""><td></td><td><ul> <li>\$41.68</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$44.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$41.83</li> <li>\$94.08</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.45</li> <li>\$95.25</li> <li>\$95.45</li> <li>\$95.4</li></ul></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></li<></ul></td></li<></ul> | <ul> <li>\$69,46</li> <li>\$72,63</li> <li>\$72,63</li> <li>\$120,39</li> <li>\$120,39</li> <li>\$121,14</li> <li>\$131,14</li> <li>\$131,14</li> <li>\$131,14</li> <li>\$131,14</li> <li>\$151,14</li> <li>\$153,14</li> <li>\$153,17</li> <li>\$181,37</li> <li< td=""><td></td><td><ul> <li>\$41.68</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$44.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$41.83</li> <li>\$94.08</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.45</li> <li>\$95.25</li> <li>\$95.45</li> <li>\$95.4</li></ul></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></li<></ul> |                       | <ul> <li>\$41.68</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$43.58</li> <li>\$44.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$94.08</li> <li>\$41.83</li> <li>\$94.08</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.23</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.24</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.25</li> <li>\$95.45</li> <li>\$95.25</li> <li>\$95.45</li> <li>\$95.4</li></ul> |                     |                           |                     |                   |                           |                               |                                   |                     |                              |                              |                                 |                           |                     |                     |
|  | Effective Date<br>Customer Charge   |   | 0001/2010  | 001/2010   | 06/01/2010            | 06/01/2010   |                     | +                         |                     |                   | \$0.83                    |                               |                                   |                     |                              |                              |                                 |                           |                     |                     |
|  | kWh Charge<br>Effective Date  |   | (\$0.00683)<br>4/1/11  | (\$0.00683)<br>4/1/11  | (\$0.00683)<br>4/1/11 |  | \$0.00000<br>4/1/12 | \$0.00898                 | \$0.00053<br>4/1/11 | \$0.00268         | 11/12                     | \$0.01168<br>4/1/12           | (\$0.00026)<br>4/1/12             | \$0.00010<br>4/1/12 | \$0.01152                    | \$0.00081 (S                 | (\$0.00018)<br>4/1/12           | \$0.00063                 | \$0.00619<br>1/1/12 |                     |

C. per teat reterrery and SKIT-CL. No. JOS uppl. JOSP D. per NM energy of an SKIT-CL. No. JOSP and QuijArg Facilities for Power Purchase Rate, R.I.P.U.C. No. 2098 E per Infrastructure. Safety and Reliability Provision, R.I.P.U.C. No. 2044 G. NG C- AOD H- CuB F- CuB F = CuB F G. NG C- AOD H- CuB F- CuB F = CuB F H. per LIHE.AP Enhancement Plan Provision, R.I.P.U.C. No. 2079

Je Parasanissky or knjustnen (Provision, R.I.P.U.C. No. 2006) Lee Transmission Cost Adjustment Provision, R.I.P.U.C. No. 2036 K. Per Transmission Cost Adjustment Provision, R.I.P.U.C. No. 2036 L. Cal H. Coll J. Coll K. L. Ren-Bypassabel Transition Adjustment Provision, R.I.P.U.C. No. 1191 N. Per Non-Bypassabe Transition Adjustment Provision, R.I.P.U.C. No. 1191 N. Per Non-Bypassabe Transition Adjustment Provision, R.I.P.U.C. No. 1191

Der Einerg Efficiency Program Provision, R.LP.U.C. No. 2042, also includes \$0.00030 per kWh Renewable Ehergy Charge per R.I.G.L. 539-2-11.2 Q. Cd G + Col H + Col L + Col O + Col P

R.I.P.U.C. Tariff No. 2095 Sheet 3 of 3

#### THE NARRAGANSETT ELECTRIC COMPANY Summary of Rates Standard Offer Service

|   | Standard        | Standard       | Standard Offer  | Total     | Renewable       |
|---|-----------------|----------------|-----------------|-----------|-----------------|
|   | Offer           | Offer          | Service Admin.  | Commodity | Energy Standard |
|   | Base Charge (1) | Adjustment (2) | Cost Factor (3) | Charges   | Charge (4)      |
|   | А               | В              | С               | D=A+B+C   | E               |
| Residential Group A-16, A-60                  |                 |                |                 |           |                 |
| <u>Residential Group</u> A-16, A-60           |                 |                |                 |           |                 |
| January 1, 2012                               | \$0.07492       | (\$0.00041)    | \$0.00138       | \$0.07589 | (\$0.00031      |
| February 1, 2012                              | \$0.07492       | (\$0.00041)    | \$0.00138       | \$0.07589 | (\$0.00031      |
| March 1, 2012                                 | \$0.07492       | (\$0.00041)    | \$0.00138       | \$0.07589 | (\$0.00031      |
| April 1, 2012                                 | \$0.07492       | \$0.00016      | \$0.00121       | \$0.07629 | (\$0.00031      |
| May 1, 2012                                   | \$0.07492       | \$0.00016      | \$0.00121       | \$0.07629 | (\$0.00031      |
| June 1, 2012                                  | \$0.07492       | \$0.00016      | \$0.00121       | \$0.07629 | (\$0.00031      |
| Effective Date of Last Rate Change:           | 01/01/12        | 04/01/12       | 04/01/12        |           | 04/01/11        |
| Commercial Group C-06, G-02, S-06, S-10, S-14 |                 |                |                 |           |                 |
| Variable Price Option:                        |                 |                |                 |           |                 |
| January 1, 2012                               | \$0.08549       | \$0.00027      | \$0.00128       | \$0.08704 | (\$0.00031      |
| February 1, 2012                              | \$0.08279       | \$0.00027      | \$0.00128       | \$0.08434 | (\$0.00031      |
| March 1, 2012                                 | \$0.06867       | \$0.00027      | \$0.00128       | \$0.07022 | (\$0.00031      |
| April 1, 2012                                 | \$0.06643       | \$0.00184      | \$0.00115       | \$0.06942 | (\$0.00031      |
| May 1, 2012                                   | \$0.06557       | \$0.00184      | \$0.00115       | \$0.06856 | (\$0.00031      |
| June 1, 2012                                  | \$0.06417       | \$0.00184      | \$0.00115       | \$0.06716 | (\$0.00031      |
| Effective Date of Last Rate Change:           | 01/01/12        | 04/01/12       | 04/01/12        |           | 04/01/11        |
| Fixed Price Option                            |                 |                |                 |           |                 |
| January 1, 2012                               | \$0.07257       | \$0.00027      | \$0.00128       | \$0.07412 | (\$0.00031      |
| February 1, 2012                              | \$0.07257       | \$0.00027      | \$0.00128       | \$0.07412 | (\$0.00031      |
| March 1, 2012                                 | \$0.07257       | \$0.00027      | \$0.00128       | \$0.07412 | (\$0.00031      |
| April 1, 2012                                 | \$0.07257       | \$0.00184      | \$0.00115       | \$0.07412 | (\$0.00031      |
| May 1, 2012                                   | \$0.07257       | \$0.00184      | \$0.00115       | \$0.07412 | (\$0.00031      |
| June 1, 2012                                  | \$0.07257       | \$0.00184      | \$0.00115       | \$0.07412 | (\$0.00031      |
| Effective Date of Last Rate Change:           | 01/01/12        | 04/01/12       | 04/01/12        |           | 04/01/11        |
| Industrial Group B-32, G-32, B-62, G-62, X-01 |                 |                |                 |           |                 |
| April 1, 2012                                 | tbd             | (\$0.00332)    | \$0.00100       | tbd       | (\$0.00031      |
| May 1, 2012                                   | tbd             | (\$0.00332)    | \$0.00100       | tbd       | (\$0.00031      |
| June 1, 2012                                  | tbd             | (\$0.00332)    | \$0.00100       | tbd       | (\$0.00031      |
|   |                 |                |                 |           |                 |
| Effective Date of Last Rate Change:           | 01/01/12        | 04/01/12       | 04/01/12        |           | 04/01/11        |

Market Price Adjustment / Billing Adjustment When Leaving Standard Offer Service - applicable only to Residential Group and Commercial Group with Fixed Price Option

| Residential Group |           |             |           |           |
|-------------------|-----------|-------------|-----------|-----------|
| January 1, 2012   | \$0.08681 | (\$0.00041) | \$0.00138 | \$0.08778 |
| February 1, 2012  | \$0.08673 | (\$0.00041) | \$0.00138 | \$0.08770 |
| March 1, 2012     | \$0.06958 | (\$0.00041) | \$0.00138 | \$0.07055 |
| April 1, 2012     | \$0.06882 | \$0.00016   | \$0.00121 | \$0.07019 |
| May 1, 2012       | \$0.06743 | \$0.00016   | \$0.00121 | \$0.06880 |
| June 1, 2012      | \$0.06490 | \$0.00016   | \$0.00121 | \$0.06627 |
|                   |           |             |           |           |
| Commercial Group  |           |             |           |           |
| January 1, 2012   | \$0.08549 | \$0.00027   | \$0.00128 | \$0.08704 |
| February 1, 2012  | \$0.08279 | \$0.00027   | \$0.00128 | \$0.08434 |
| March 1, 2012     | \$0.06867 | \$0.00027   | \$0.00128 | \$0.07022 |
| April 1, 2012     | \$0.06643 | \$0.00184   | \$0.00115 | \$0.06942 |
| May 1, 2012       | \$0.06557 | \$0.00184   | \$0.00115 | \$0.06856 |
| June 1, 2012      | \$0.06417 | \$0.00184   | \$0.00115 | \$0.06716 |

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

Column Descriptions:

Base charges in compliance with the Standard Offer Service/Renewable Energy Standard 2012 Procurement Plan, R.I.P.U.C. Docket No. 4227
 B. per R.I.P.U.C. Docket No. 2097, Standard Offer Service Adjustment Provision

C. per R.I.P.U.C. Docket No. 2097, Standard Offer Service Adjustment Provision

D. Column (A) + Column (B) + Column (C)

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

#### THE NARRAGANSETT ELECTRIC COMPANY BASIC RESIDENTIAL RATE (A-16) RETAIL DELIVERY SERVICE

#### AVAILABILITY

Electric delivery service under this rate is available for all domestic purposes in an individual private dwelling, an individual private apartment or an individual private condominium. Service is also available for farm customers where all electricity is delivered by the Company.

The Company may under unusual circumstances permit more than one set of living quarters to be served through one metering installation under this rate, but if so, the Customer Charge shall be multiplied by the number of separate living quarters so served.

Service under this rate is also available to residential condominium associations for service provided to common areas and facilities. The condominium association must provide documentation of the establishment of a residential condominium and a written statement identifying all buildings or units which are part of the condominium. Except at the Company's option, service to each individual unit shall be separately metered and billed apart from the common areas and facilities. If the Company permits more than one individual unit to be served through one metering installation, the Customer Charge shall be multiplied by the number of individual units served. Where a condominium includes space used exclusively for commercial purposes, all electric delivery service provided through the meter serving the commercial space will be charged at the appropriate commercial rate. Where a single metering installation records electric delivery service to both common areas/facilities and commercial space, all electric delivery service provided through the single meter will be billed under this rate. Electric delivery service provided to Company owned streetlights will be billed on the appropriate streetlighting tariff.

A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### THE NARRAGANSETT ELECTRIC COMPANY BASIC RESIDENTIAL RATE (A-16) RETAIL DELIVERY SERVICE

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### MINIMUM CHARGE

The minimum charge per month is the Customer Charge.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective:

April 1,2012

#### THE NARRAGANSETT ELECTRIC COMPANY LOW INCOME RATE (A-60) RETAIL DELIVERY SERVICE

#### AVAILABILITY

Service under this rate is available only to currently qualified customers for all domestic purposes in an individual private dwelling or an individual apartment, providing such customer meets <u>both</u> of the following criteria:

- 1. Must be the head of a household or principal wage earner.
- 2. Must be presently receiving Supplemental Security Income from the Social Security Administration, be eligible for the low-income home energy assistance program, or one of the following from the appropriate Rhode Island agencies: Medicaid, Food Stamps, General Public Assistance or Family Independence Program

It is the responsibility of the customer to annually certify, by forms provided by the Company, the continued compliance with the foregoing provisions.

The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the kilowatt-hours eligible for the credit described below shall be multiplied by the number of separate living quarters so served.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### THE NARRAGANSETT ELECTRIC COMPANY LOW INCOME RATE (A-60) RETAIL DELIVERY SERVICE

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

#### AVAILABILITY

This service shall apply to Customers in the class identified below:

- who receive all or any portion of their electric supply from non-emergency generation unit(s) with a nameplate rating greater than 30 kW ("Generation Units"), where electricity received by the Customer from the Generation Units is not being delivered over Company-owned distribution facilities pursuant to an applicable retail delivery tariff, and
- (ii) who expect the Company to provide retail delivery service to supply the Customer's load at the service location when the Generation Units are not supplying all of that load.

Electric delivery service under this rate is applicable to customers with a facility demand of 25 kilowatts or more. Notwithstanding the foregoing, the Company may require any customer with a 12-month average Demand greater than 3,000 kW at its facility to take service on the 3,000 kW Demand Back-up Service Rate B-62 (subject to the settlement provisions in Docket No. 2290).

All Customers served on this rate must elect to take their total electric delivery service under the metering installation as approved by the Company

#### EXEMPTION FOR CUSTOMER ACCOUNTS ASSOCIATED WITH ELIGIBLE NET METERING SYSTEMS

Customers accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, shall be exempt from back-up service rates commensurate with the size of the generating facility and subject to the statutory three (3) percent cap on the aggregate amount of net metering in Rhode Island.

#### **TYPES OF SERVICE**

"Back-Up" Retail Delivery Service consists of the Company standing ready to provide retail delivery service to the Customer's load when a non-emergency generator that supplies electricity to the Customer without using Company-owned distribution facilities does not supply all of the Customer's load.

"Supplemental" Retail Delivery Service is the delivery over Company-owned distribution facilities of electricity which is utilized at the Customer's facilities.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the Back-Up Service Charges, and the Supplemental Service Charges, as stated below

#### DETERMINATION OF BILLING DEMAND FOR BILLING SUPPLEMENTAL AND BACK-UP per kW (DEMAND) CHARGES

The Billing Demand for each month for purposes of billing Back-Up and Supplemental Service shall be the greatest of the following:

- 1) The greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW;
- 2) 90% of the greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes;
- 3) 75% of the greatest Demand as so determined above during the preceding eleven months.

#### BACK-UP RETAIL DELIVERY SERVICE

#### a) <u>Rates for Back-Up Retail Delivery Service</u>

| Customer Charge per month | see cover sheet |
|---------------------------|-----------------|
|---------------------------|-----------------|

Distribution Charge per kW see cover sheet

The Distribution Charge per kW applicable to Back-up Retail Delivery Service shall be equal to \$5.22 per kW, multiplied by a factor of 10%, representing the likelihood that, on average, an outage of an individual customer's generator will occur coincident with the Company's distribution system peak demand approximately 10% of the time.

#### b) <u>Determination of Back-Up Service Kilowatt Demand</u>

The Back-Up Service Demand shall be the greater of:

1) the fifteen-minute reading from the Customer's generation meter(s) as measured in kilowatts at the time of the Billing Demand in excess of 200 kW;

2) 90% of the fifteen-minute reading from the Customer's generation meter(s) as measured in kilovolt-amperes at the time of the Billing Demand in excess of 200 kW; or

3) One hundred percent (100%) of the greatest Back-up Service Demand as determined above during the preceding eleven (11) months.

#### c) <u>Installation of Meters on Generation</u>

The Customer shall permit the Company to install meter(s) on the Generation Units providing electricity to the Customer, for purposes of billing under the terms of this rate. The meter shall be in accordance with the Company's reasonable specifications. The Customer will reimburse the Company for the installed cost of the meter and any associated equipment. The Customer shall provide reasonable access to the Company during normal business hours to read such meter in order to bill the Customer for service under this rate.

#### PEAK AND OFF-PEAK PERIODS

| PEAK HOURS:     | June - September       | 8 a.m 10 p.m. Weekdays, |
|-----------------|------------------------|-------------------------|
|                 | December - February    | 7 a.m 10 p.m. Weekdays  |
|                 | October – November and |                         |
|                 | March - May            | 8 a.m 9 p.m. Weekdays   |
| OFF-PEAK HOURS: | All other hours        | · · ·                   |

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

#### SUPPLEMENTAL RETAIL DELIVERY SERVICE

#### a) <u>Rates for Supplemental Retail Delivery Service</u>

| Transmission Charge per kW                     | see cover sheet |
|--|-----------------|
| Distribution Charge per kW in excess of 200 kW | see cover sheet |
| Distribution Charge per kWh                    | see cover sheet |
| Non-Bypassable Transition Charge per kWh       | see cover sheet |

#### b) Assessment of Kilowatt-hour Charges

For purposes of billing kWh charges for Supplemental Distribution and Transmission Service, Customers will be billed on the greater of (i) the actual kWh delivered by the Company or (ii) 90% of the actual kVAh delivered.

For purposes of billing kWh charges for Standard Offer Service, Non-Bypassable Transition Service and Energy Efficiency Programs, Customers will be billed on actual kWh delivered by the Company.

#### c) <u>Determination of Kilowatt Demand</u>

The Supplemental Distribution Service Demand for each month shall be the Billing Demand in excess of the Back-up Service Demand, but in no case less than 0 kW.

The Supplemental Transmission Service Demand for each month shall be:

- 1) The greatest fifteen-minute peak from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW at the time of Billing Demand; or
- 2) 90% of the greatest fifteen-minute peak demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes at the time of Billing Demand

#### **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served under this rate for one year or more may upon written request have the Demand for each month used for Supplemental Service be based upon the greatest of items (1) and (2) set forth above for Billing Demand, beginning with the next month after such request and running for a period of not less than two consecutive months. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission Charge per kWh for Supplemental Service will be increased by 20% during any such period.

In addition, the Company may, at its discretion, agree to a lower demand determination for Back-Up Service below fifteen-minute peak coincident demand of the generation meter(s) if a Customer has installed equipment or configured its facilities in such a manner that automatically limits the requirement for Back-Up Service to the lower agreed-upon demand. Under such a situation, the Customer must demonstrate to the Company's reasonable satisfaction that the Customer's facilities are configured so as to limit the demand that can be placed on the distribution system, or must install and maintain, at no cost to the Company, an automated demand limiter or other similar device as agreed to by the Company which limits deliveries to the Customer over the Company's distribution system based on the lower agreed-upon demand. This equipment can not adversely affect the operation of the Company's distribution system or service to other customers. Such interruptible Back-Up Service shall be negotiated by the Customer and the Company under a separate contract which shall be specific to an individual customer's circumstances.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

#### **STANDARD OFFER SERVICE**

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of supplemental distribution billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the supplemental distribution billing demand for such month shall also be allowed if the Customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

#### HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### **SECOND FEEDER SERVICE**

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

#### AVAILABILITY

This service shall apply to Customers in the class identified below:

- who receive all or any portion of their electric supply from non-emergency generation unit(s) with a nameplate rating greater than 30 kW ("Generation Units"), where electricity received by the Customer from the Generation Units is not being delivered over Company-owned distribution facilities pursuant to an applicable retail delivery tariff, and
- (ii) who expect the Company to provide retail delivery service to supply the Customer's load at the service location when the Generation Units are not supplying all of that load.

Electric delivery service under this rate is applicable to those Customers who would otherwise be served under the Company's 3,000 kW Demand Rate G-62 if the Generation Units were not supplying electricity to the Customer.

All Customers served on this rate must elect to take their total electric delivery service under the metering installation as approved by the Company.

#### EXEMPTION FOR CUSTOMER ACCOUNTS ASSOCIATED WITH ELIGIBLE NET METERING SYSTEMS

Customers accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, shall be exempt from back-up service rates commensurate with the size of the generating facility and subject to the statutory three (3) percent cap on the aggregate amount of net metering in Rhode Island.

#### **TYPES OF SERVICE**

"Back-Up" Retail Delivery Service consists of the Company standing ready to provide retail delivery service to the Customer's load when a non-emergency generator that supplies electricity to the Customer without using Company-owned distribution facilities does not supply all of the Customer's load.

"Supplemental" Retail Delivery Service is the delivery over Company-owned distribution facilities of electricity which is utilized at the Customer's facilities.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the Back-Up Service Charges, and the Supplemental Service Charges, as stated below.

#### DETERMINATION OF BILLING DEMAND FOR BILLING SUPPLEMENTAL AND BACK-UP PER KW (DEMAND) CHARGES

The Billing Demand for each month for purposes of billing Back-Up and Supplemental Service shall be the greatest of the following:

- 1) The greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW;
- 90% of the greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes;
- 3) 75% of the greatest Demand as so determined above during the preceding eleven months.

#### BACK-UP RETAIL DELIVERY SERVICE

#### a) <u>Rates for Back-Up Retail Delivery Service</u>

| Customer Charge per month  | see cover sheet |
|----------------------------|-----------------|
| Distribution Charge per kW | see cover sheet |

The Distribution Charge per kW applicable to Back-up Retail Delivery Service shall be equal to \$2.86 per kW, multiplied by a factor of 10%, representing the likelihood that, on average, an outage of an individual customer's generator will occur coincident with the Company's distribution system peak demand approximately 10% of the time.

#### b) Determination of Back-Up Service Kilowatt Demand

The Back-Up Service Demand shall be the greater of:

1) the fifteen-minute reading from the Customer's generation meter(s) as measured in kilowatts at the time of the Billing Demand;

2) 90% of the fifteen-minute reading from the Customer's generation meter(s) as measured in kilovolt-amperes at the time of the Billing Demand; or

3) One hundred percent (100%) of the greatest Back-up Service Demand as determined above during the preceding eleven (11) months.

#### c) <u>Installation of Meters on Generation</u>

The Customer shall permit the Company to install meter(s) on the Generation Units providing electricity to the Customer, for purposes of billing under the terms of this rate. The meter shall be in accordance with the Company's reasonable specifications. The Customer will reimburse the Company for the installed cost of the meter and any associated equipment. The Customer shall provide reasonable access to the Company during normal business hours to read such meter in order to bill the Customer for service under this rate.

#### PEAK AND OFF-PEAK PERIODS

| PEAK HOURS: | June – September<br>December - February<br>October – November and | 8 a.m 10 p.m. Weekdays,<br>7 a.m 10 p.m. Weekdays |
|-------------|---|---|
|             | March – May   | 8 a.m 9 p.m. Weekdays                             |
|             |   |   |

OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

#### SUPPLEMENTAL RETAIL DELIVERY SERVICE

#### a) <u>Rates for Supplemental Retail Delivery Service</u>

| Transmission Charge per kW               | see cover sheet |
|--|-----------------|
| Distribution Charge per kW               | see cover sheet |
| Distribution Charge per kWh              | see cover sheet |
| Non-Bypassable Transition Charge per kWh | see cover sheet |

#### b) Assessment of Kilowatt-hour Charges

For purposes of billing kWh charges for Supplemental Distribution and Transmission Service, Customers will be billed on the greater of (i) the actual kWh delivered by the Company or (ii) 90% of the actual kVAh delivered.

For purposes of billing kWh charges for Standard Offer Service, Non-Bypassable Transition Service and Energy Efficiency Programs, Customers will be billed on actual kWh delivered by the Company.

#### c) <u>Determination of Supplemental Service Kilowatt Demand</u>

The Supplemental Distribution Service Demand for each month shall be the Billing Demand in excess of the Back-Up Service Demand, but in no case less than 0 kW.

The Supplemental Transmission Service Demand for each month shall be:

- 1) The greatest fifteen-minute peak from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW at the time of Billing Demand; or
- 2) 90% of the greatest fifteen-minute peak demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes at the time of Billing Demand

#### **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served under this rate for one year or more may upon written request have the Demand for each month used for Supplemental Service be based upon the greatest of items (1) and (2) set forth above for Billing Demand, beginning with the next month after such request and running for a period of not less than two consecutive months. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission Charge per kWh for Supplemental Service will be increased by 20% during any such period.

In addition, the Company may, at its discretion, agree to a lower demand determination for Back-Up Service below fifteen-minute peak coincident demand of the generation meter(s) if a Customer has installed equipment or configured its facilities in such a manner that automatically limits the requirement for Back-Up Service to the lower agreed-upon demand. Under such a situation, the Customer must demonstrate to the Company's reasonable satisfaction that the Customer's facilities are configured so as to limit the demand that can be placed on the distribution system, or must install and maintain, at no cost to the Company, an automated demand limiter or other similar device as agreed to by the Company which limits deliveries to the Customer over the Company's distribution system based on the lower agreed-upon demand. This equipment can not adversely affect the operation of the Company's distribution system or service to other customers. Such interruptible Back-Up Service shall be negotiated by the Customer and the Company under a separate contract which shall be specific to an individual customer's circumstances.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of supplemental distribution billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the supplemental distribution billing demand for such month shall also be allowed if the Customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

#### HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### **SECOND FEEDER SERVICE**

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

#### THE NARRAGANSETT ELECTRIC COMPANY SMALL C&I RATE (C-06) RETAIL DELIVERY SERVICE

#### AVAILABILITY

Electric delivery service under this rate is available for all purposes. If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate. Notwithstanding the foregoing, the Company may require any customer with a 12-month average demand greater than 200 kW to take service on the 200 kW Demand Rate G-32.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### THE NARRAGANSETT ELECTRIC COMPANY SMALL C&I RATE (C-06) RETAIL DELIVERY SERVICE

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### MINIMUM CHARGE

| Metered Service:   | \$8.00 per month. |
|--------------------|-------------------|
| Unmetered Service: | \$5.00 per month. |

However, if the kVA transformer capacity needed to serve a customer exceeds 25 kVA, the minimum charge will be increased by \$1.85 for each kVA in excess of 25 kVA.

#### UNMETERED ELECTRIC SERVICE

Unmetered services are usually not permitted or desirable. However, the Company recognizes that there are certain instances where metering is not practical. Examples of such locations are telephone booths and fire box lights. The monthly bill will be computed by applying the rate schedule to a use determined by multiplying the total load in kilowatts by 730 hours. However, the energy use may be adjusted after tests of the unmetered equipment indicate lesser usage. When unmetered service is provided the aforestated customer charge will be waived and the Unmetered Service Charge per month per location will be implemented.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General

#### THE NARRAGANSETT ELECTRIC COMPANY SMALL C&I RATE (C-06) RETAIL DELIVERY SERVICE

Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

#### THE NARRAGANSETT ELECTRIC COMPANY GENERAL C&I RATE (G-02) RETAIL DELIVERY SERVICE

#### AVAILABILITY

Electric delivery service under this rate is available for all purposes to customers with a Demand of 10 kilowatts or more. If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate. Notwithstanding the foregoing, the Company may require any customer with a 12-month average Demand greater than 200 kW to take service on the 200 kW Demand Rate G-32.

This rate is also available to customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation and are therefore exempt from the backup service rates. However, any customer exempted from the backup service rates under this provision shall nevertheless be required to install metering pursuant to the backup service tariff that shall provide information on the operation of the generation unit.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### THE NARRAGANSETT ELECTRIC COMPANY GENERAL C&I RATE (G-02) RETAIL DELIVERY SERVICE

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring during such month as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring during the month as measured in kilovolt-amperes, where the Customer's Demand exceeds 75 kilowatts,

c) 75% of the greatest Demand as so determined above during the preceding eleven months,
 d) 10 kilowatts.

Any Demands established during the eleven months prior to the application of this rate shall be considered as having been established under this rate.

#### **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items a), b) and d) above. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission per kWh will be increased by 20% during any such period.

#### THE NARRAGANSETT ELECTRIC COMPANY GENERAL C&I RATE (G-02) RETAIL DELIVERY SERVICE

#### **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of

billing demand for such month shall be allowed against the amount determined under the preceding provisions.

#### HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective:

April 1, 2012

#### AVAILABILITY

Electric delivery service shall be taken under this rate for all purposes by any customer who is placed on the rate by the Company in accordance with this paragraph. The Company shall place on this rate any customer who has a 12-month average Demand of 200 kW or greater for 3 consecutive months as soon as practicable. Notwithstanding the foregoing, the Company may require any customer with a 12-month maximum demand of 3,000 kW or greater to take delivery service on the 3,000 kW Demand Rate G-62 (subject to the settlement provisions in Docket No. 2290).

If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for delivery service through each meter shall be computed separately under this rate. If any electricity is delivered hereunder at a given location, then all electricity deliveries by the Company at such location shall be delivered hereunder.

<u>New Customers</u>: Service will initially be taken under this rate by any new customer who requests service capability of 225 kVA or greater.

<u>Transfers From Rate G-32</u>: Any customer whose 12-month average demand is less than 180 kW for twelve consecutive months may elect to transfer from the 200 kW Demand Rate G-32 to another available rate.

This rate is also available to customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation and are therefore exempt from the backup service rates. However, any customer exempted from the backup service rates under this provision shall nevertheless be required to install metering pursuant to the backup service tariff that shall provide information on the operation of the generation unit.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### PEAK OFF-PEAK PERIODS

| e - September       | 8 a.m 10 p.m. Weekdays,                 |
|---------------------|---|
| ember - February    | 7 a.m 10 p.m. Weekdays                  |
| ober – November and |   |
|                     | 8 a.m 9 p.m. Weekdays                   |
|                     | ember - February<br>ober – November and |

OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilovolt-amperes,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

#### **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items (a), (b) and (d) above. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission per kWh will be increased by 20% during any such period.

#### **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the billing demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

#### HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

#### AVAILABILITY

Electric delivery service shall be taken under this rate for all purposes by any customer who is placed on the rate by the Company in accordance with this paragraph. The Company shall place on this rate any customer who has a 12-month maximum Demand of 3,000 kW or greater. Delivery service can be taken under this rate by customers who do not meet the qualifications on a voluntary basis.

If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate. If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be delivered hereunder.

<u>New Customers</u>: Delivery service will initially be taken under this rate by any new customer who requests delivery service capability of 3,375 kVA or greater.

<u>Transfers From Rate G-62</u>: Any customer whose 12-month maximum demand is less than 2,700 kW for twelve consecutive months may elect to transfer from the 3,000 kW Demand Rate G-62 to another available rate.

Customers who can certify that their operations reflect a permanent reduction in demand to less than 2,700 kW may request a transfer from Rate G-62 effective the billing month following the Company's receipt of the Customer's written request. If, during the subsequent twelve (12) billing months, the Customer's demand exceeds 2,700 kW for any month, the Customer will be placed back on Rate G-62 on the next billing month and all bills issued to the Customer following its initial transfer from Rate G-62 will be recalculated as if the Customer had been billed on Rate G-62 and the Customer will be charged the difference.

This rate is also available to customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation and are therefore exempt from the backup service rates. However, any customer exempted from the backup service rates under this provision shall nevertheless be required to install metering pursuant to the backup service tariff that shall provide information on the operation of the generation unit.

#### **MONTHLY CHARGE**

The Monthly Charge will be the sum of the Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### PEAK, SHOULDER AND OFF-PEAK PERIODS

| PEAK HOURS: | June - September       | 8 a.m 10 p.m. Weekdays, |
|-------------|------------------------|-------------------------|
|             | December - February    | 7 a.m 10 p.m. Weekdays  |
|             | October – November and |                         |
|             | March - May            | 8 a.m 9 p.m. Weekdays   |

#### OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

# THE NARRAGANSETT ELECTRIC COMPANY 3000 kW DEMAND RATE (G-62) RETAIL DELIVERY SERVICE

## Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

## STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilovolt-amperes,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
   d) 10 kilowatts.

#### **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items (a), (b) and (d) above. In such case, the Distribution Charge per kW, the Transmission Charge per kW and the Transmission per kWh will be increased by 20% during any such period.

# **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the billing demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

# HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a

# THE NARRAGANSETT ELECTRIC COMPANY 3000 kW DEMAND RATE (G-62) RETAIL DELIVERY SERVICE

discount of 1% will be allowed from the amount determined under the preceding provisions.

# SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

# **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

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# THE NARRAGANSETT ELECTRIC COMPANY **ELECTRIC PROPULSION RATE** (X-01) HIGH VOLTAGE DELIVERY SERVICE

# AVAILABILITY

This rate shall apply to any customer taking service for traction power at voltages of 69kV or greater.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the High Voltage Delivery Service Charges set forth in the cover sheet of this tariff.

#### PEAK AND OFF-PEAK PERIODS

| PEAK HOURS: | June - September       | 8 a.m 10 p.m. Weekdays, |
|-------------|------------------------|-------------------------|
|             | December - February    | 7 a.m 10 p.m. Weekdays  |
|             | October – November and |                         |
|             | March - May            | 8 a.m 9 p.m. Weekdays   |
|             |                        |                         |

OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest peak occurring in such month during Peak hours as measured in kilowatts,
- b) 90% of the greatest peak occurring in such month during Peak hours as measured in kilovolt-amperes,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

Demand shall be measured in fifteen minute intervals.

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

# THE NARRAGANSETT ELECTRIC COMPANY **ELECTRIC PROPULSION RATE** (X-01) HIGH VOLTAGE DELIVERY SERVICE

#### Standard Offer Adjustment

The customer will pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the customer is taking or has taken Standard Offer Service.

# Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

## STANDARD OFFER SERVICE

The customer may take Standard Offer Service pursuant to the terms of the Standard Offer Service tariff.

# HIGH VOLTAGE SERVICE AGREEMENT

As a condition for service at high voltage, the Company and the customer shall execute a service agreement that sets forth the terms and conditions for service, including as necessary any reasonable reliability and safety performance requirements and other just and reasonable terms and conditions for taking service, provided that such agreement is filed with the Commission for review and approval. If the Company and the customer are unable to agree on the terms of such agreement, the Company has the right to file an unexecuted

# THE NARRAGANSETT ELECTRIC COMPANY **ELECTRIC PROPULSION RATE** (X-01) HIGH VOLTAGE DELIVERY SERVICE

form of agreement for approval by the Commission, provided that a copy of the filing is served on the customer. The customer has the right to dispute the reasonableness of any terms of the agreement. The final terms of the form of agreement approved by the Commission (with any modifications the Commission may deem appropriate) will become a part of this tariff with respect to service for the customer when the customer commences taking service at high voltage.

# CONSTRUCTION REIMBURSEMENT PAYMENT

The customer shall be required to reimburse the Company for its capital costs incurred for the construction of facilities designed to serve the customer directly, which costs have been incurred prior to the commencement of commercial train service by the customer. Such reimbursement shall also include any applicable tax liability arising out of Internal Revenue Service requirements relating to contributions in aid of construction.

# **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

# **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof (including the high voltage service agreement), are a part of this rate.

## **EFFECTIVE DATE OF RATES FOR SERVICE**

The rates set forth in this tariff shall be charged to the customer, commencing on the date that the customer is scheduled to begin electric service from the customer's Warwick substation to run trains on its traction power system, or such other date that may be mutually agreeable to the customer and the Company. However, to the extent that the customer consumes any kilowatt-hours during any testing period, the customer shall pay all applicable charges under the Company's Standard Offer Service Tariff.

Effective: April 1, 2012

# THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) RETAIL DELIVERY SERVICE

# AVAILABILITY

This service shall be available to all Customers meeting the following criteria:

- 1. The Customer is a "Merchant Generator" who owns and operates a generating facility with one or more generating units with an aggregate generating capacity of 50 MW or more and where all, or virtually all, of the electricity produced by the generating facility is delivered into the transmission grid for resale (net of any self-supplied Station Power);
- 2. The Customer's generating facility is interconnected directly or indirectly with high voltage facilities at 115 kV or greater where the high voltage facilities serving the customer are sized for deliveries into the transmission grid; and
- 3. The Customer receives deliveries of electricity from time to time directly or indirectly through the high voltage facilities to serve all or portion of the Customer's Station Power requirements at the generating facility.

This rate shall be mandatory for any Customer meeting the above listed criteria if such Customer arranges its own transmission service for delivery of Station Power into the generating facility, as described below under "Transmission Service Arrangements". Once a Customer takes service under this rate, the Customer may not choose to take service under a different rate without the consent of the Company.

# DEFINITIONS

As used in this tariff:

"Merchant Generator" means a person or entity that owns and operates an electric power production facility and sells the output from such facility (net of self-supplied Station Power), either directly or through a marketer, at wholesale through the transmission grid.

"Station Power" means electrical energy and/or capacity used by the Customer for heating, lighting, power for station auxiliaries, office equipment, and/or other power production operating purposes.

# **TYPE OF SERVICE**

Station Power Delivery and Reliability Service consists of delivery service through high voltage and/or other interconnected facilities to serve all or a portion of the Customer's Station Power requirements at the generating facilities.

# **DELIVERY POINT CONSOLIDATION**

If the Customer has more than one delivery point for station service deliveries into interrelated generating facilities, the Company may consolidate the metering and delivery points into one billing account for purposes of billing under this rate.

# THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) RETAIL DELIVERY SERVICE

## MONTHLY CHARGE

Customers must select either Option A or Option B. The Monthly Charge will be the sum of the Station Power Delivery Service Charges stated on the cover sheet for the applicable option. Once a Customer selects an Option, the Customer must remain on that Option for 12 consecutive months before changing Options.

# BILLING DETERMINANTS FOR TRANSITION AND ENERGY EFFICIENCY CHARGES

# Option A -- Monthly Netting

Under Option A, for purposes of determining whether the alternative kilowatt-hour charges apply for the Non-Bypassable Transition Charge and the Energy Efficiency Programs, the Company will net gross generator output against remotely supplied station service deliveries each month. The charge for each month for such components shall be the higher of (i) the fixed charge or (ii) the kilowatt-hour charge multiplied by the net kilowatt-hours delivered for the month if the deliveries exceed generation output for the month.

## Option B – Hourly Netting

Under Option B, for purposes of determining the kilowatt-hour charges that apply for the Non-Bypassable Transition Charge and the Energy Efficiency Programs, the Company will net gross generator output against remotely supplied station service deliveries each hour. The charge for each month shall be the kilowatt-hour charge multiplied by the net kilowatt-hours delivered for the hour if the deliveries exceed generation output for such hour.

# RATE ADJUSTMENT CLAUSE APPLICABILITY

The Transition Charge Adjustment Provision, the Energy Efficiency Program Provision, the Standard Offer Adjustment Provision, and the Transmission Service Charge Adjustment Provision shall not apply to Option A of this Rate.

The Standard Offer Adjustment Provision and the Transmission Service Charge Adjustment Provision shall not apply to Option B of this Rate.

## Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

# THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) RETAIL DELIVERY SERVICE

# TRANSMISSION SERVICE ARRANGEMENTS

Any Customer served under this rate must make its own arrangements for transmission service to the Customer's generating facility for delivery of Station Power. Such arrangements must be made with the appropriate transmission provider(s) pursuant to a tariff or tariffs jurisdictional to the Federal Energy Regulatory Commission (FERC) in order to assure that the Company is not required to account for any load delivered into the Customer's facility for Station Power for transmission billings assessed on the Company pursuant to FERC jurisdictional transmission tariffs applicable to the Company. This transmission service is distinguishable and separate from transmission service or interconnection arrangements that permit the Customer to deliver output from the generating facility into the transmission grid.

# ARRANGEMENTS FOR GENERATION SERVICE

Any Customer served under this rate must either (1) establish a settlement account with ISO-New England, Inc., for power supply and must use the settlement account to arrange for any Station Power supply that is not self-supplied at the generating facility or (2) purchase electricity directly from a nonregulated power producer. By electing service under this tariff, the Customer agrees not to take service at any time under the Company's Last Resort Service or Standard Offer Service Tariffs.

# OTHER LOW VOLTAGE SERVICE EXCLUDED

Any Customer served under this rate who also is receiving Station Power service or other retail delivery service through a separate distribution feeder that is not associated with the facilities through which the Customer delivers generated electricity into the transmission system must take such delivery service through a separate applicable retail delivery service tariff that is separately metered and established as a separate account.

## **OTHER FACILITIES EXCLUDED**

This rate applies only to Station Power. The Customer may not use this rate to receive or provide power to other non-generation related facilities, the use of which falls outside of the definition of "Station Power", as defined in this rate.

# **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

# AVAILABILITY

Service is available under this rate for full service, underground served, decorative street and area lighting applications owned by the Company to any Customer, inclusive of municipalities, governmental entity, or other public authority, hereinafter referred to as Customer in accordance with the qualifications and the specifications hereinafter set forth:

- 1. For municipal-owned or accepted roadways, including those classified as "private areas", for which the municipal Customer has agreed to supply street and area lighting service.
- 2. Service under this rate is available to any Customer where the decorative street and area lighting facilities can be provided underground delivery service from existing secondary voltage circuits within a radial distance not to exceed 20 feet. For circumstances requiring underground delivery service in excess of 20 feet, the Customer is responsible to compensate the Company for such excess as a contribution in aid of construction in accordance with all applicable Company policies.
- 3. Service under this rate is contingent upon Company ownership and maintenance of the underground delivery service supplied decorative street and area lighting facilities.
- 4. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
- 5. Service under this rate is available to a private contractor, developer, or association of customers, wherein the municipality has agreed in writing to accept responsibility for future payment of such lights upon acceptance of applicable streets and areas.
- 6. In applications where revenue from the planned decorative street and area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide decorative street lighting service or the Customer agrees to compensate the Company for the incremental installation costs as a contribution in aid of construction in accordance with all applicable Company policies.
- 7. The permanent discontinuance of Decorative Street and Area Lighting Service is available under this tariff to any Customer that has complied with all provisions and terms of this tariff, any related service agreements and has requested permanent discontinuance, whereas, such discontinuance is the cessation of this tariff service and constitutes the complete removal or in-place retirement of the Company's facilities at the location at which this service is discontinued. Permanent discontinuance of service is further described below.
- 8. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified decorative street and area lighting facilities is the responsibility of the Customer.
- 9. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.

# THE NARRAGANSETT ELECTRIC COMPANY **DECORATIVE STREET AND AREA LIGHTING SERVICE (S-06) RETAIL DELIVERY SERVICE**

#### I. **DECORATIVE STREET AND AREA LIGHTING - FULL SERVICE**

# RATE

The annual charges below are applicable to all active or closed decorative street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

## 1. Lum inaire Charges:

An annual charge as enumerated below in the schedule of luminaire assembly prices include luminaire, lamp, photoelectric control and all other components to facilitate its operation. The annual charge per luminaire type twin reflects two (2) luminaire assemblies and a post top decorative twin cross arm.

| <u>Lamp Type</u><br><u>Luminaire Type</u> Lum<br>Lum <u>inaire Style</u> Rating_ | en<br>Watt | Nominal<br>age | De <u>scription</u> kWh | Annual per | Annual<br>Luminaire<br>Charge<br><u>Unit</u> |
|--|------------|----------------|-------------------------|------------|--|
| High Pressure Sodium Vapor   |            |                |                         |            |  |
| Decorative Post Top  |            |                |                         |            |  |
| Traditional  | 4,000      | 50             | DEC HPS TR 50W          | 255        | \$155.49                                     |
| Traditional  | 9,600      | 100            | DEC HPS TR 100W         | 493        | 156.80                                       |
| Aspen Grove  | 4,000      | 50             | DEC HPS AG 50W          | 255        | 239.39                                       |
| Aspen Grove  | 9,600      | 100            | DEC HPS AG 100W         | 493        | 241.52                                       |
| Williamsville  | 4,000      | 50             | DEC HPS WL 50W          | 255        | 269.63                                       |
| Williamsville  | 9,600      | 100            | DEC HPS WL 100W         | 493        | 273.09                                       |
| Decorative Post Top - Twin   |            |                |                         |            |  |
| Traditional  | 4,000      | 50             | DEC HPS TR-TW 50W       | 510        | 334.84                                       |
| Traditional  | 9,600      | 100            | DEC HPS TR-TW 100W      | 986        | 337.49                                       |
| Aspen Grove  | 4,000      | 50             | DEC HPS AG-TW 50W       | 510        | 502.64                                       |
| Aspen Grove  | 9,600      | 100            | DEC HPS AG-TW 100W      | 986        | 506.93                                       |
| Williamsville  | 4,000      | 50             | DEC HPS WL-TW 50W       | 510        | 563.13                                       |
| Williamsville  | 9,600      | 100            | DEC HPS WL-TW 100W      | 986        | 570.08                                       |

#### 2. Support and Accessory Charges:

An additional annual charge as enumerated below in the schedule of support and accessory prices will be applied to the foregoing charges per luminaire type as stated in Section 1 – Luminaire Charges where the Company is requested to furnish a suitable decorative standard, foundation or other accessory and applicable underground delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

|                                    |                 | Annual          |
|------------------------------------|-----------------|-----------------|
| Service Type Support               |                 |                 |
| Support <u>Type</u> Charge         |                 |                 |
| Standar <u>d Style</u> Description |                 | <u>per Unit</u> |
|                                    |                 |                 |
| Underground Service                |                 |                 |
| Decorative Standard                |                 |                 |
| Villager with Foundation           | DEC VILL PT/FDN | \$607.38        |
| Washington with Foundation         | DEC WASH PT/FDN | 631.69          |
|                                    |                 |                 |

Accessory Type

None

3. <u>Other Fees and Charges:</u>

Additional fees or charges as enumerated below in the schedule of fee and charge prices will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

Fee or Charge Type

Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service.

# **RATE ADJUSTMENT PROVISIONS**

## Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

## Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

## STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

## **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## HOURS OF OPERATION

All decorative street and area lights will be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, referred to as dusk-to-dawn, a total of approximately 4,175 hours each year.

## DETERMINATION OF MONTHLY BILL FOR DECORATIVE STREET AND AREA LIGHTING

The monthly bill will be based on the following:

#### 1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

#### 2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and include the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Monthly Operating Hours

| January  | 442 | July      | 267 |
|----------|-----|-----------|-----|
| February | 367 | August    | 301 |
| March    | 363 | September | 338 |
| April    | 309 | October   | 392 |
| May      | 280 | November  | 418 |
| June     | 251 | December  | 447 |

## 3. <u>Other Fees and Charges</u>

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

## **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component

such as pole, standard, luminaire or conductors, being broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

## ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other,

non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined within this tariff.

#### RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

# FAILURE OF LIGHTS TO OPERATE

Should any light or lights, which are owned and maintained by the Company, fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof, as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of nature or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

#### LOCATION OF DECORATIVE STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where decorative street and area lights will be placed and the type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/luminaires selected by the Customer or the adequacy of the resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by others associated with the facilitation of service under this rate are the responsibility of the Customer.

#### **RELOCATION OF DECORATIVE LIGHTING FACILITIES**

A Customer may request the relocation of existing decorative street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as required, the relocation of existing facilities, any electric system reconfiguration and all site

restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

# **DISCLAIMER OF LIABILITY**

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of the Company's obligations to the Customer under this section.

# PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue decorative street and area lighting facilities, owned by the Company, at no cost to the Customer, limited to a quantity not to exceed one (1) percent of the total number of decorative lighting assemblies assigned to the Customer's billing account under this tariff within the given calendar year. The request by a Customer for the permanent discontinuance of decorative street and area lighting in excess of one (1) percent as stated above may be performed by mutual agreement upon payment by the Customer to the Company in an amount equal to the sum of the unamortized balance of the original installation costs, removal or restoration costs and any street light system reconfiguration costs to maintain all other active lights.

# **TERM OF AGREEMENT**

The initial term of agreement for Decorative Street and Area Lighting service under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1,2012

# AVAILABILITY

Private lighting and floodlighting service under this rate is restricted to those locations having existing service on the effective date of this service offering. No new or additional private lighting customers are permitted on this rate, except for a new private lighting customer at a location that was previously served under this rate may request continuation of service under this rate provided that the request is made within a reasonable time of the new customer occupying the service location and the lighting facilities have not otherwise been removed by the Company.

- 1. Service under this rate is available where the necessary lighting facilities can be supported on the Company's existing utility infrastructure and provided delivery service at the appropriate secondary voltage, or as necessary, additional wood poles may be furnished in place in accordance with the schedule of Support and Accessory Charges listed below under RATE, Section 2, provided no such pole is more than one span from an existing overhead secondary facility.
- 2. Service under this rate is available where the selected Company lighting facilities require underground delivery service at the appropriate secondary voltage and are within a radial distance not to exceed 20 feet. In circumstances requiring underground delivery service in excess of 20 feet, the Customer is responsible to compensate the Company for such excess as a contribution in aid of construction in accordance with all applicable Company policies.
- 3. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting facilities.
- 4. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
- 5. In applications where revenue from the planned street and area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide private lighting service or the Customer agrees to compensate the Company for the incremental costs as a contribution in aid of construction in accordance with all applicable Company policies.
- 6. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified street and area lighting facilities is the responsibility of the Customer.
- 7. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.
- 8. Customers receiving private area lighting service under this rate may request the addition, change or replacement of lighting facilities at the existing service location with facilities available as of the effective date of this tariff. The Company shall take reasonable actions to facilitate the Customer's request following all applicable provisions of this tariff.

# RATE

The annual charges below are applicable to all street and area lighting facilities:

# 1. <u>Luminaire Charges</u>:

| I. <u>Luminaire Charg</u>               | <u>tes</u> : |               |                     |        | Annual                    |
|---|--------------|---------------|---------------------|--------|---------------------------|
| <u>Lamp Type</u><br>Lum inaire Type Lum | a on         | Nominal       |                     | Annual | Luminaire                 |
| Lum <u>inaire Type</u> Lun<br>Rating    |              | nttage        | Description kWh     | Annual | Charge<br><u>Per Unit</u> |
| Rating                                  | vva          | ina <u>go</u> | Description k with  |        | <u>r er ollit</u>         |
| Incandescent*                           |              |               |                     |        |                           |
| Roadway                                 |              |               |                     |        |                           |
| 2                                       | 1,000*       | 105           | LUM INC RWY 105W    | 438    | \$69.46                   |
| Mercury Vapor*                          |              |               |                     |        |                           |
| Roadway                                 |              |               |                     |        |                           |
| Roduway                                 | 4,400*       | 100           | LUM MV RWY 100W     | 543    | 69.46                     |
|   | 8,500*       | 175           | LUM MV RWY 175W     | 881    | 72.63                     |
|   | 23,000*      | 400           | LUM MV RWY 400W     | 1,991  | 120.39                    |
|   | 63,000*      | 1,000         | LUM MV RWY 1000W    | 4,572  | 163.46                    |
| Floodlight                              | 02,000       | 1,000         |                     | 1,072  | 105.10                    |
| 11004118110                             | 23,000*      | 400           | LUM MV FLD 400W     | 1,991  | 143.14                    |
|   | 63,000*      | 1,000         | LUM MV FLD 1000W    | 4,572  | 181.37                    |
| High Dressure Codium V                  |              |               |                     |        |                           |
| High Pressure Sodium V<br>Roadway       | <u>apor</u>  |               |                     |        |                           |
| icouuttuy                               | 4,000        | 50            | LUM HPS RWY 50W     | 255    | 69.46                     |
|   | 6,300        | 70            | LUM HPS RWY 70W     | 359    | 69.72                     |
|   | 9,600        | 100           | LUM HPS RWY 100W    | 493    | 72.63                     |
| 16,000                                  | 150          |               | LUM HPS RWY 150W    | 722    | 72.63                     |
| ,                                       | 27,500       | 250           | LUM HPS RWY 250W    | 1,269  | 120.39                    |
|   | 50,000       | 400           | LUM HPS RWY 400W    | 1,962  | 163.46                    |
| Wallighter                              |              |               |                     |        |                           |
| 27,5                                    | 00 (24 hr)   | 250           | WALL HPS 250W 24 HR | 2,663  | 172.21                    |
| Floodlight                              |              |               |                     |        |                           |
|   | 27,500       | 250           | LUM HPS FLD 250W    | 1,269  | 143.14                    |
|   | 50,000       | 400           | LUM HPS FLD 400W    | 1,962  | 181.37                    |
| Post Top                                |              |               |                     |        |                           |
|   | 4,000*       | 50            | LUM HPS POST 50W    | 255    | 155.49                    |
|   | 9,600*       | 100           | LUM HPS POST 100W   | 493    | 156.80                    |
| Shoebox                                 |              |               |                     |        |                           |
|   | 9,600*       | 100           | LUM HPS REC 100W-C1 | 493    | 92.30                     |
| Metal Halide                            |              |               |                     |        |                           |
| Floodlight                              | 22 000       | 400           |                     | 1 000  | 101 25                    |
|   | 32,000       | 400           | LUM MH FLD 400W     | 1,883  | 181.37                    |
|   | 107,800*     | 1,000         | LUM MH FLD 1000W    | 4,502  | 181.37                    |

# RATE (Continued)

\* No further installation or replacement of the designated luminaires will take place after the effective date of this rate.

# 2. <u>Support and Accessory Charge</u>

An additional annual charge as enumerated below in the schedule of support and accessory charges will be applied to the foregoing charges per luminaire type as stated in Section 1 – Luminaire Charges where the Company is requested to furnish a suitable wood pole, standard, foundation or other accessory and applicable delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

| Support Type  | Description         | Annual<br>Support<br>Charge<br>Per Unit |
|---|---------------------|---|
| <u>Support Type</u>   | Description         | <u>rei Unit</u>                         |
| <u>Overhead Service</u><br>Non-Di <u>stribution</u> Pole<br>Wood Pole | POLE-WOOD           | \$77.81                                 |
| Underground Service   |                     |   |
| Non-Metallic Standard   |                     |   |
| Fiberglass without Foundation*  | POLE FIBR PT EMB<25 | 105.72                                  |
| Fiberglass with Foundation <25 ft.                                    | POLE FIBER RWY <25' | 162.86                                  |
| Fiberglass with Foundation $=>25$ ft.                                 | POLE FIBER RWY =>25 | 185.67                                  |
| Metallic Standard<br>Metallic with Foundation                         | POLE METAL =>25FT   | 304.55                                  |
| Accessory Type  |                     |   |

None

## 3. <u>Other Fees and Charges</u>

Additional fees or will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company, the conditions which created the need for the Customer request were determined to be the result of the Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

## Fee or Charge Type

#### Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

# **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

# STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### HOURS OF OPERATION

All lights shall be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

## DETERMINATION OF MONTHLY BILL FOR LIMITED SERVICE – PRIVATE LIGHTING

The monthly bill will be based on the following:

#### 1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

#### 2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and include the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Monthly Operating Hours

| January  | 442 | July      | 267 |
|----------|-----|-----------|-----|
| February | 367 | August    | 301 |
| March    | 363 | September | 338 |
| April    | 309 | October   | 392 |
| May      | 280 | November  | 418 |
| June     | 251 | December  | 447 |

# 3. <u>Other Fees and Charges</u>

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between

the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

#### **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts shall be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component such as wood pole, standard, lamp, luminaire, accessory or conductors, being broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

#### ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined within this tariff.

#### RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

# FAILURE OF LIGHTS TO OPERATE

Should any light or lights, which are owned and maintained by the Company, fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof, as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of nature or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

#### LOCATION OF STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where street and area lights will be placed and the type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/luminaires selected by the Customer or the adequacy of the resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by others associated with the facilitation of service under this rate are the responsibility of the Customer.

# **RELOCATION OF LIGHTING FACILITIES**

A Customer may request the relocation of existing street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The

Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as required, the relocation of existing facilities, any electric system reconfiguration and all site restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

## **DISCLAIMER OF LIABILITY**

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of Company's obligations to Customer under this section.

# **TERM OF AGREEMENT**

The initial term of agreement for Private Lighting service under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

# **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

# AVAILABILITY

General Street and Area Lighting Service is available under this rate to any city, town, governmental entity, or other public authority hereinafter referred to as the Customer, in accordance with the provisions and the specifications hereinafter set forth:

- 1. For municipal-owned or accepted roadways, including those classified as "private areas" for which a municipal Customer has agreed to supply street and area lighting service.
- 2. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting facilities.
- 3. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
- 4. Service under this rate is available to a private contractor, developer, or association of customers, wherein the municipality has agreed in writing to accept responsibility for future payment of such lights upon acceptance of applicable streets and areas.
- 5. Street and area lighting is available under this rate to any Customer where the necessary luminaires can be supported on the Company's existing poles and where such service can be supplied directly from existing secondary voltage circuits. Where the necessary luminaires cannot be supported on existing utility infrastructure, wood poles may be furnished in place in accordance with the schedule of Support and Accessory Charges listed below under RATE, Section 2, provided no such pole is more than one span from an existing secondary distribution facility.
- 6. In applications where revenue from the planned street or area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide street or area lighting service or the Customer agrees to compensate the Company for the incremental installation costs as a contribution in aid of construction in accordance with all applicable Company policies.
- 7. Temporary Turn Off Service under this tariff is available to any municipal Customer that has requested to temporarily discontinue street and area lighting service received under this rate. Temporary Turn Off Service under this tariff provides for the Company's lighting facilities to remain in place in anticipation of reinstatement of General Street and Area Lighting Full Service. The Customer shall be allowed to temporarily turn off General Street and Area Lighting Full Service and will be billed under this tariff in accordance with the Temporary Turn Off Service provision included in this tariff, provided that the Customer has complied with all provisions and terms of the Company's General Street and Area Lighting Full Service agreements.
- 8. The permanent discontinuance of General Street and Area Lighting Service is available under this tariff to any Customer that has complied with all provisions and terms of this tariff, any related service agreements and has requested permanent discontinuance, whereas, such discontinuance is the cessation of this tariff service and constitutes the complete removal or in-place retirement of the Company's facilities at the location at which this service is discontinued. Permanent discontinuance of service is further described below.

# THE NARRAGANSETT ELECTRIC COMPANY **GENERAL STREET AND AREA LIGHTING SERVICE (S-14) RETAIL DELIVERY SERVICE**

- 9. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified street and area lighting facilities is the responsibility of the Customer.
- 10. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.

#### I. **GENERAL STREET AND AREA LIGHTING – FULL SERVICE**

# RATE

The annual charges below are applicable to all street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

#### 1. Luminaire Charges:

| Lamp Type<br>Lum inaire Type Lu   |          | Nominal<br>ttage | Description kWh  | Annual | Annual<br>Luminaire<br>Charge<br><u>Per Unit</u> |
|-----------------------------------|----------|------------------|------------------|--------|--|
| Incandescent*<br>Roadway          |          |                  |                  |        |  |
| -                                 | 1,000*   | 105              | LUM INC RWY 105W | 438    | \$69.46  |
|                                   | 2,500*   | 205              | LUM INC RWY 205W | 856    | 69.46  |
| <u>Mercury Vapor*</u><br>Roadway  |          |                  |                  |        |  |
|                                   | 4,400*   | 100              | LUM MV RWY 100W  | 543    | 69.46  |
|                                   | 8,500*   | 175              | LUM MV RWY 175W  | 881    | 72.63  |
|                                   | 13,000*  | 250              | LUM MV RWY 250W  | 1,282  | 72.63  |
|                                   | 23,000*  | 400              | LUM MV RWY 400W  | 1,991  | 120.39   |
|                                   | 63,000*  | 1,000            | LUM MV RWY 1000W | 4,572  | 163.46   |
| Floodlight                        |          |                  |                  |        |  |
|                                   | 23,000*  | 400              | LUM MV FLD 400W  | 1,991  | 143.14   |
|                                   | 63,000*  | 1,000            | LUM MV FLD 1000W | 4,572  | 181.37   |
| Post Top                          |          |                  |                  |        |  |
|                                   | 8,500*   | 175              | LUM MV POST 175W | 881    | 156.80   |
| <u>Metal Halide</u><br>Floodlight |          |                  |                  |        |  |
|                                   | 32,000   | 400              | LUM MH FLD 400W  | 1,883  | 181.37   |
|                                   | 107,800* | 1,000            | LUM MH FLD 1000W | 4,502  | 181.37   |

## RATE (Continued)

| <u>Lamp Type</u><br>Lum <u>inaire Type</u> Lum | en         | Nominal       |                     | Annual | Annual<br>Luminaire<br>Charge |
|--|------------|---------------|---------------------|--------|-------------------------------|
|  | Rating Wat | tta <u>ge</u> | Description kWh     |        | Per Unit                      |
| High Pressure Sodium Va                        | por        |               |                     |        |                               |
| Roadway  | <u> </u>   |               |                     |        |                               |
| -  | 4,000      | 50            | LUM HPS RWY 50W     | 255    | \$69.46                       |
|  | 6,300      | 70            | LUM HPS RWY 70W     | 359    | 69.72                         |
|  | 9,600      | 100           | LUM HPS RWY 100W    | 493    | 72.63                         |
|  | 16,000     | 150           | LUM HPS RWY 150W    | 722    | 72.63                         |
|  | 27,500     | 250           | LUM HPS RWY 250W    | 1,269  | 120.39                        |
|  | 50,000     | 400           | LUM HPS RWY 400W    | 1,962  | 163.46                        |
| Wallighter                                     |            |               |                     |        |                               |
| 27,500   | ) (24 Hr)  | 250           | WALL HPS 250W 24 HR | 2,663  | 172.21                        |
| Post Top                                       |            |               |                     |        |                               |
|  | 4,000**    | 50            | LUM HPS POST 50W    | 255    | 155.49                        |
|  | 9,600**    | 100           | LUM HPS POST 100W   | 493    | 156.80                        |
| Floodlight                                     | -          |               |                     |        |                               |
| -  | 27,500     | 250           | LUM HPS FLD 250W    | 1,269  | 143.14                        |
|  | 50,000     | 400           | LUM HPS FLD 400W    | 1,962  | 181.37                        |
|  |            |               |                     |        |                               |

\* No further installation or replacement of designated luminaires will take place after the effective date of this rate. Conversion of existing Incandescent or Mercury Vapor luminaires to an equivalent High Pressure Sodium Vapor luminaire may also be done at the request of the Customer.

\*\* Post top luminaire installations will only be permitted for the "Traditional" luminaire style and only in underground development areas after the effective date of this rate.

#### 2. <u>Support and Accessory Charges</u>:

An additional annual charge as enumerated below in the schedule of support and accessory charges will be applied to the foregoing charges per luminaire type as stated in Section 1 – Luminaire Charges, where the Company is requested to furnish a suitable wood pole, standard, foundation or other accessory, and applicable delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

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# THE NARRAGANSETT ELECTRIC COMPANY GENERAL STREET AND AREA LIGHTING SERVICE (S-14) RETAIL DELIVERY SERVICE

# RATE (Continued)

| <u>Service Type</u><br>Support Type                                   | <u>Description</u>      | Annual<br>Support<br>Charge<br><u>Per Unit</u> |
|---|-------------------------|--|
| <u>Overhead Service</u><br>Non-Di <u>stribution</u> Pole<br>Wood Pole | POLE-WOOD               | \$77.81  |
| Underground Service   |                         |  |
| Non-Metallic Standard   |                         |  |
| Fiberglass without Foundation*  | POLE FIBR PT EMB<25     | 105.72   |
| Fiberglass with Foundation <25 feet                                   | POLE FIBER PT <25'      | 162.86   |
|   | (Or) POLE FIBER RWY<25' | 162.86   |
| Fiberglass with Foundation =>25 feet                                  | POLE FIBER RWY =>25     | 185.67   |
| Metallic Standard   |                         |  |
| Metallic Direct Embedded (No Fdn.)*                                   | POLE METAL EMBEDDED     | 253.37   |
| Metallic with Foundation  | POLE METAL =>25FT       | 304.55   |
|   |                         |  |

\* No further installation or relocation of the designated support will take place after the effective date of this rate.

Accessory Type None

## 3. <u>Other Fees and Charges</u>:

Additional fees or charges as enumerated below in the schedule of fee and charge prices will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

Fee or Charge Type

Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

# **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

## Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

## Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

# STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### HOURS OF OPERATION

All street and area lights shall be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

# DETERMINATION OF MONTHLY BILL FOR GENERAL STREET AND AREA LIGHTING – FULL SERVICE

The monthly bill will be based on the following:

# 1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

## 2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and include the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months, as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Monthly Operating Hours

| January  | 442 | July      | 267 |
|----------|-----|-----------|-----|
| February | 367 | August    | 301 |
| March    | 363 | September | 338 |
| April    | 309 | October   | 392 |
| May      | 280 | November  | 418 |
| June     | 251 | December  | 447 |

3. <u>Other Fees and Charges</u>

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

# DISCLAIMER OF LIABILITY

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of Company's obligations to Customer under this section.

## **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts shall be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component such as pole, standard, lamp, luminaire, accessory or conductors being broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

# ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined in this tariff.

## RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

# FAILURE OF LIGHTS TO OPERATE

Should any light or lights, which are owned and maintained by the Company, fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof, as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of nature or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

# LOCATION OF STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where street and area lights will be placed and the

type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/luminaires selected by the Customer or the adequacy of the others associated with the facilitation of service under this rate are the responsibility of the Customer.

resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by

## PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue lighting facilities, owned by the Company, at no cost to the Customer, limited to a quantity not to exceed one (1) percent of the total number of lighting assemblies assigned to the Customer's billing account under this tariff within the given calendar year. The request by a Customer for the permanent discontinuance of the lighting in excess of one (1) percent as stated above may be performed by mutual agreement upon payment by the Customer to the Company in an amount equal to the sum of the unamortized balance of the original installation cost, removal and restoration costs, and any street light reconfiguration costs to maintain all other active lights.

## **RELOCATION OF LIGHTING FACILITIES**

A Customer may request the relocation of existing street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as required, the relocation of existing facilities, any electric system reconfiguration and all site restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

## **TERM OF AGREEMENT**

The initial term of agreement for General Street and Area Lighting Service under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

# II. GENERAL STREET AND AREA LIGHTING – TEMPORARY TURN OFF SERVICE

# RATE

Upon the Company's temporary turn-off of retail delivery service to municipal Customers requesting temporary turn off of the Company's street and area lighting facilities, the Company shall bill the municipal Customer the following charges for the temporary turn off.

#### 1. Luminaire Charges:

|                            |          |         |                    |        | Annual    |
|----------------------------|----------|---------|--------------------|--------|-----------|
|                            |          |         |                    |        | Temporary |
| <u>Lamp Type</u>           |          |         |                    |        | Turn Off  |
| Lum <u>inaire Type</u> Lum | en       | Nominal |                    | Annual | Charge    |
|                            | Rating V | Vattage | Description kWh    |        | per Unit  |
|                            |          |         |                    |        |           |
| Incandescent               |          |         |                    |        |           |
| Roadway                    |          |         |                    |        |           |
|                            | 1,000    | 105     | LUM INC RWY 105WTT | n/a    | \$41.68   |
|                            | 2,500    | 205     | LUM INC RWY 205WTT | n/a    | 41.68     |
|                            |          |         |                    |        |           |
| Mercury Vapor              |          |         |                    |        |           |
| Roadway                    |          |         |                    |        |           |
|                            | 4,400    | 100     | LUM MV RWY 100W TT | n/a    | 41.68     |
|                            | 8,500    | 175     | LUM MV RWY 175W TT | n/a    | 43.58     |
| 1                          | 3,000    | 250     | LUM MV RWY 250W TT | n/a    | 43.58     |
| 2                          | 23,000   | 400     | LUM MV RWY 400W TT | n/a    | 72.23     |
| e                          | 53,000   | 1,000   | LUM MV RWY 1000WT  | Г n/a  | 98.08     |

# RATE (Continued)

| Lamp Type<br>Lum         inaire Type Lum         en Nominal<br>Rating Wattage         Cescription kWh         Annual         Temporary<br>Charge<br>per Unit           Mercury Vapor (Continued)<br>Floodlight         23,000         400         LUM MV FLD 400W TT         n/a         \$85.88           Post         Top         63,000         1,000         LUM MV FLD 1000WTT         n/a         \$85.88           Post         Top         8,500         175         LUM MV POST 175W TT         n/a         94.08           Metal Halide<br>Floodlight         32,000         400         LUM MH FLD 400W TT         n/a         108.82           Might Pressure Sodium Vapor<br>Roadway         4,000         50         LUM MH FLD 1000W TT         n/a         108.82           High Pressure Sodium Vapor<br>Roadway         4,000         50         LUM HPS RWY 50W TT         n/a         41.68           106,000         150         LUM HPS RWY 100W TT         n/a         43.58           27,500         250         LUM HPS RWY 100W TT         n/a         43.58           106,000         100         LUM HPS RWY 250W TT         n/a         43.58           27,500         250         LUM HPS RWY 100W TT         n/a         43.58           106,000         100         LUM HPS ROT 00W | RATE (Continued      | <u>1)</u>                             |                                   |                     |        | Annual                          |
|---|----------------------|---------------------------------------|-----------------------------------|---------------------|--------|---------------------------------|
| Mercury Vapor (Continued)<br>Floodlight         23,000         400         LUM MV FLD 400W TT         n/a         \$85.88           Post         Top         63,000         1,000         LUM MV FLD 1000WTT         n/a         108.82           Post         Top         8,500         175         LUM MV POST 175W TT         n/a         94.08           Metal Halide<br>Floodlight         32,000         400         LUM MH FLD 400W TT         n/a         108.82           Migh Pressure Sodium Vapor<br>Roadway         4,000         50         LUM HPS RWY 50W TT         n/a         41.68           6,300         70         LUM HPS RWY 10W TT         n/a         41.83         9,600         100         LUM HPS RWY 10W TT         n/a         43.58           16,000         100         LUM HPS RWY 10W TT         n/a         43.58         16,000         100         LUM HPS RWY 150W TT         n/a         43.58           16,000         100         LUM HPS RWY 150W TT         n/a         43.58         103.33           Post         Top         4,000         50         LUM HPS RWY 400W TT         n/a         103.33           Post         Top         4,000         50         LUM HPS RWY 50W TT         n/a         103.33   |                      | • •                                   |                                   | Description kWh     | Annual | Temporary<br>Turn Off<br>Charge |
| Floodlight       23,000       400       LUM MV FLD 400W TT       n/a       \$85.88         Post       Top       63,000       1,000       LUM MV FLD 1000WTT       n/a       108.82         Post       Top       8,500       175       LUM MV FD 1000WTT       n/a       94.08         Metal Halide<br>Floodlight       32,000       400       LUM MH FLD 400W TT       n/a       108.82         High Pressure Sodium Vapor       107,800       1,000       LUM HPS RWY 50W TT       n/a       108.82         High Pressure Sodium Vapor       40.00       50       LUM HPS RWY 100W TT       n/a       41.68         6,300       70       LUM HPS RWY 100W TT       n/a       41.83       9,600       100       LUM HPS RWY 100W TT       n/a       43.58         16,000       150       LUM HPS RWY 100W TT       n/a       43.58       16,000       150       LUM HPS RWY 20W TT       n/a       43.58         Vallighter       27,500       250       LUM HPS RWY 400W TT       n/a       98.08         Wallighter       27,500       250       LUM HPS POST 50W TT       n/a       93.29         9,600       100       LUM HPS POST 50W TT       n/a       103.33         Post       Top  |                      |                                       | · · <u>······················</u> | <u> </u>            |        | <u>p</u>                        |
| $\begin{array}{c c c c c c c c c c c c c c c c c c c $  |                      | <u>continued</u> )                    |                                   |                     |        |                                 |
| $\begin{array}{c c c c c c c c c c c c c c c c c c c $  | -                    | 23,000                                | 400                               | LUM MV FLD 400W TT  | n/a    | \$85.88                         |
| $ \begin{array}{c ccccccccccccccccccccccccccccccccccc$  |                      | 63,000                                | 1,000                             | LUM MV FLD 1000WTT  | n/a    | 108.82                          |
| Floodlight $32,000$ $400$ LUM MH FLD $400W$ TT $n/a$ $108.82$ High Pressure Sodium Vapor         Roadway $4,000$ $50$ LUM HPS RWY $50W$ TT $n/a$ $41.68$ $6,300$ $70$ LUM HPS RWY $70W$ TT $n/a$ $41.83$ $9,600$ $100$ LUM HPS RWY $70W$ TT $n/a$ $41.83$ $9,600$ $100$ LUM HPS RWY $100W$ TT $n/a$ $43.58$ $16,000$ $150$ LUM HPS RWY $150W$ TT $n/a$ $43.58$ $27,500$ $250$ LUM HPS RWY $250W$ TT $n/a$ $43.58$ $9,600$ $100$ LUM HPS RWY $250W$ TT $n/a$ $43.58$ $0,000$ $400$ $UM$ HPS RWY $250W$ TT $n/a$ $93.29$ Post       Top $4,000$ $50$ LUM HPS POST $50W$ TT $n/a$ $93.29$ $Floodlight$ $27,500$ $250$ LUM HPS PLD $250W$ TT $n/a$ $85.88$ $50,000$ $400$ LUM HPS FLD $250W$ TT $n/a$ $108.82$ Channal       LUM HPS FLD $250W$   | Post Top             | 8,500                                 | 175                               | LUM MV POST 175W TT | 'n/a   | 94.08                           |
| $\begin{array}{c ccccccccccccccccccccccccccccccccccc$   |                      |                                       |                                   |                     |        |                                 |
| $\begin{array}{c c c c c c c c c c c c c c c c c c c $  | Tioodingin           | 32,000                                | 400                               | LUM MH FLD 400W TT  | n/a    | 108.82                          |
| Roadway         4,000       50       LUM HPS RWY 50W TT       n/a       41.68         6,300       70       LUM HPS RWY 70W TT       n/a       41.83         9,600       100       LUM HPS RWY 100W TT       n/a       43.58         16,000       150       LUM HPS RWY 100W TT       n/a       43.58         27,500       250       LUM HPS RWY 250W TT       n/a       43.58         27,500       250       LUM HPS RWY 250W TT       n/a       72.23         50,000       400       LUM HPS RWY 400W TT       n/a       98.08         Wallighter       27,500 (24 Hr)       250       WALL HPS 250W 24 TT       n/a       103.33         Post       Top       4,000       50       LUM HPS POST 50W TT       n/a       93.29         9,600       100       LUM HPS POST 100W TT       n/a       94.08         Floodlight       27,500       250       LUM HPS FLD 250W TT       n/a       108.82         2.       Support and Accessory Charges:       Annual       Temporary<br>Turn Off<br>Support       Support         Service Type       Charge       Charge       Annual  |                      | · · · · ·                             |                                   |                     |        |                                 |
| $\begin{array}{c ccccccccccccccccccccccccccccccccccc$   |                      | lium Vapor                            |                                   |                     |        |                                 |
| $\begin{array}{c ccccccccccccccccccccccccccccccccccc$   | Roadway              | 4.000                                 | 50                                |                     | ,      | 11 (0                           |
| $\begin{array}{c ccccccccccccccccccccccccccccccccccc$   |                      | · · · · · · · · · · · · · · · · · · · |                                   |                     |        |                                 |
| $\begin{array}{cccccccccccccccccccccccccccccccccccc$  |                      | -                                     |                                   |                     |        |                                 |
| $\begin{array}{c ccccccccccccccccccccccccccccccccccc$   |                      | · · · · · · · · · · · · · · · · · · · |                                   |                     |        |                                 |
| $\begin{array}{c ccccccccccccccccccccccccccccccccccc$   |                      | -                                     |                                   |                     |        |                                 |
| Wallighter       27,500 (24 Hr)       250       WALL HPS 250W 24 TT       n/a       103.33         Post       Top       4,000       50       LUM HPS POST 50W TT       n/a       93.29         9,600       100       LUM HPS POST 100W TT       n/a       94.08         Floodlight       27,500       250       LUM HPS FLD 250W TT       n/a       85.88         20,000       400       LUM HPS FLD 400W TT       n/a       108.82         2.       Support and Accessory Charges:       Annual Temporary Turn Off Support         Service Type       Charge       Charge  |                      | · · · · · · · · · · · · · · · · · · · |                                   |                     |        |                                 |
| 27,500 (24 Hr)         250         WALL HPS 250W 24 TT         n/a         103.33           Post         Top         4,000         50         LUM HPS POST 50W TT         n/a         93.29           9,600         100         LUM HPS POST 100W TT         n/a         94.08           Floodlight         27,500         250         LUM HPS FLD 250W TT         n/a         85.88           20,000         400         LUM HPS FLD 400W TT         n/a         108.82           2.         Support and Accessory Charges:         Annual Temporary Turn Off Support           Service Type         Charge         Charge   | Wallighter           | 50,000                                | 400                               | LUM HPS KWY 400W 11 | n/a    | 98.08                           |
| Post         Top           4,000         50         LUM HPS POST 50W TT         n/a         93.29           9,600         100         LUM HPS POST 100W TT         n/a         94.08           Floodlight         27,500         250         LUM HPS FLD 250W TT         n/a         85.88           50,000         400         LUM HPS FLD 400W TT         n/a         108.82           2.         Support and Accessory Charges:         Annual Temporary Turn Off Support           Service Type         Charge         Charge   | vv amgnter           | 27 500 (24 Hr)                        | 250                               | WALL HPS 250W 24 TT | n/a    | 103 33                          |
| $\begin{array}{c ccccc} 4,000 & 50 & LUM HPS POST 50W TT & n/a & 93.29 \\ 9,600 & 100 & LUM HPS POST 100W TT & n/a & 94.08 \\ \hline \\ Floodlight & & & & \\ \hline & & & & \\ \hline & & & & \\ \hline & & & &$   | Post Top             | 27,500 (2111)                         | 230                               |                     | 11/ u  | 105.55                          |
| Floodlight9,600100LUM HPS POST 100W TTn/a94.0827,500250LUM HPS FLD 250W TTn/a85.8850,000400LUM HPS FLD 400W TTn/a108.822.Support and Accessory Charges:Annual<br>Temporary<br>Turn Off<br>Support<br>ChargeAnnual<br>Charge   | rost rop             | 4 000                                 | 50                                | LUM HPS POST 50W TT | n/a    | 93 29                           |
| Floodlight       27,500       250       LUM HPS FLD 250W TT       n/a       85.88         50,000       400       LUM HPS FLD 400W TT       n/a       108.82         2.       Support and Accessory Charges:       Annual         Temporary Turn Off       Support         Service Type       Charge   |                      | -                                     |                                   |                     |        |                                 |
| 27,500       250       LUM HPS FLD 250W TT       n/a       85.88         50,000       400       LUM HPS FLD 400W TT       n/a       108.82         2.       Support and Accessory Charges:       Annual       Temporary         Service Type       Charge       Charge  | Floodlight           | - ,                                   |                                   |                     |        | ,                               |
| 2. <u>Support and Accessory Charges:</u><br>Annual<br>Temporary<br>Turn Off<br>Support<br><u>Service Type</u><br>Charge   | U                    | 27,500                                | 250                               | LUM HPS FLD 250W TT | n/a    | 85.88                           |
| Annual<br>Temporary<br>Turn Off<br>Support<br>Service Type<br>Charge  |                      | 50,000                                | 400                               | LUM HPS FLD 400W TT | n/a    | 108.82                          |
| Temporary       Turn Off       Support       Service Type       Charge  | 2. <u>Support an</u> | nd Accessory Charg                    | <u>ges:</u>                       |                     |        |                                 |
| Service Type     Turn Off       Support     Charge  |                      |                                       |                                   |                     |        |                                 |
| SupportService TypeCharge   |                      |                                       |                                   |                     |        |                                 |
| Service Type Charge   |                      |                                       |                                   |                     |        |                                 |
| •••   |                      |                                       |                                   |                     |        | * *                             |
| Support Type Description per Unit   | • •                  |                                       |                                   |                     |        | -                               |
|   | Suppor <u>t T</u>    | <u>ype</u>                            |                                   | Description         |        | <u>per Unit</u>                 |
| Overhead Service<br>Non-Distribution Pole   |                      | Pole                                  |                                   |                     |        |                                 |
| Wood PolePOLE – WOOD TEMPOFF\$77.81   |                      |                                       |                                   | POLE – WOOD TEMPOF  | F      | \$77.81                         |

## RATE (Continued)

|                                       |                         | Annual<br>Temporary     |  |
|---------------------------------------|-------------------------|-------------------------|--|
|                                       |                         | Turn Off                |  |
|                                       |                         | Support                 |  |
| Service Type                          |                         | Charge                  |  |
| Support <u>Type</u>                   | Description             | per Unit                |  |
| Underground Service                   |                         |                         |  |
| Non-Metallic Standard                 |                         |                         |  |
| Fiberglass without Foundation         | POLE FIBR EMB<25TT      | \$105.72                |  |
| Fiberglass with Foundation $< 25$ ft. | POLE FIBER PT <25TT     | 162.86                  |  |
|                                       | (Or) POLE FIBER RWY <25 | TT 162.86               |  |
| Fiberglass with Foundation $=>25$ ft. | POLE FIBER RWY =>25TT   | 185.67                  |  |
| Metallic Standard                     |                         |                         |  |
| Metallic Direct Embedded (No Fdn.)    | POLE METAL EMB TT       | 253.37                  |  |
| Metallic with Foundation              | POLE METAL=>25' TT      | 304.55                  |  |
| 3. <u>Other Fees and Charges:</u>     |                         |                         |  |
| Fee or Charge Type                    |                         | Charge Amount           |  |
| Reactivation Charge                   |                         | \$25.00                 |  |
| Crew Protection                       | Cu                      | Customer Responsibility |  |
|                                       |                         | 1 .7                    |  |

## DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

The monthly bill will be based on the annual Temporary Turn Off Charges above. The monthly charge will be based on the annual charge divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

## MAINTENANCE

Temporary Turn Off Service under this tariff does not include routine maintenance of lighting facilities temporarily discontinued by the Customer.

## NOTICE FOR TEMPORARY TURN OFF SERVICE

In order for a municipal Customer to be served under the Temporary Turn Off Service provision of this tariff, the Customer must provide written notice to the Company requesting such temporary turn off service. Such notice shall take the form of that provided by the Company and shall include the specific identification of Company street and area lighting facilities to be temporarily turned off and the estimated length of the temporary discontinuance, however, will be not less than one year and not more than three years. Such identification shall include sufficient information for the Company to easily locate its street and area lighting facilities to be temporarily turned off for the purpose of turning off (red capping) the facilities.

The Company shall use its best effort to turn off retail delivery service to its street and area lighting facilities within a reasonable length of time after receipt of the written notice required above. Depending upon the number of street and area lighting facilities to be temporarily turned off and the availability of the Company's crews, the Company may schedule such turn off over a period of time to allow for efficient operations. The Company reserves the right to be flexible in responding to the Customer's request. However, the Company shall complete all requests according to a mutually accepted schedule between the Customer and the Company upon receipt of written notice.

## **CREW PROTECTION**

The Customer shall be responsible for the cost of any required police details or road flaggers for services provided under this option.

# REINSTATEMENT OF GENERAL STREET AND AREA LIGHTING - FULL SERVICE

The provision of this service by the Company is predicated on the municipal Customer reinstating General Street and Area Lighting – Full Service. The Customer's request to reinstate all or a portion of the Company's street and area lighting facilities served under this rate, after complying with the term of service provision of this tariff, must be in written form and identify the specific street and area lighting facilities for the Company to reinstate. Upon receipt of the Customer's request, the Company shall use its best efforts to return the street and area lighting facilities to full lighting service as soon as possible after receiving the request. However, the Company reserves the right to flexibility in scheduling the reinstatement in an appropriate manner based on crew availability and the quantity of street and area lighting facilities requested to be reinstated. If the Customer requests reinstatement of the General Street and Area Lighting – Full Service prior to the maximum term of three years, the Company will charge the Customer a reactivation charge per street or area lighting facility.

## **TERM OF SERVICE**

The municipal Customer may remain on this provision for a minimum period of one year but not to exceed a maximum period of three years. At the end of the three year period, the Customer must provide written notice for (i) the municipal Customer's return to General Street and Area Lighting – Full Service as provided for above, (ii) the permanent discontinuance of the street and area lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage of another lighting tariff for retail delivery service to the street and area lighting facilities. The Company will continue to bill the Temporary Turn Off Charge until such time as the street and area lighting facilities are transferred to another delivery service selected by the Customer, or as assigned by the Company following the maximum three year term of service.

# **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2012

# THE NARRAGANSETT ELECTRIC COMPANY **STANDARD OFFER ADJUSTMENT PROVISION**

The prices contained in the applicable rates of the Company are subject to adjustment to reflect the power purchase costs incurred by the Company in arranging Standard Offer Service, which costs are not recovered from customers through the Standard Offer Service rates, including, but not limited to, the costs incurred by the Company to comply with the Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs to comply with the Commission's Rules Governing Energy Source Disclosure and administrative costs.

On an annual basis, the Company shall perform two reconciliations for its total cost of providing Standard Offer Service: 1) the Standard Offer Service Supply Reconciliation and 2) the Standard Offer Administrative Cost Reconciliation. In the Standard Offer Service Supply Reconciliation, the Company shall reconcile its total cost of purchased power for Standard Offer Service supply against its total purchased power revenue (appropriately adjusted to reflect the Rhode Island Gross Receipts Tax), and the excess or deficiency ("Standard Offer Adjustment Balance") shall be refunded to, or collected from, customers through the rate recovery/refund methodology approved by the Commission at the time the Company files its annual reconciliation. Any positive or negative balance will accrue interest calculated at the rate in effect for customer deposits.

For purposes of this reconciliation, total purchased power revenues shall mean all revenue collected from Standard Offer Service customers through the Standard Offer Service rates for the applicable 12 month reconciliation period. If there is a positive or negative balance in the then current Standard Offer Adjustment Balance outstanding from the prior period, the balance shall be credited against or added to the new reconciliation amount, as appropriate, in establishing the Standard Offer Adjustment Balance for the new reconciliation period.

Annually, the Company shall determine the Standard Offer Service Supply Adjustment Balance for the prior calendar year and make a filing with the Commission. The Company will propose at that time a rate recovery/refund methodology to recover or refund the balance, as appropriate, over the subsequent twelve month period or as otherwise determined by the Commission. The Commission may order the Company to collect or refund the balance over any reasonable time period from (i) all customers, (ii) only Standard Offer Service customers, or (iii) through any other reasonable method.

In the Standard Offer Administrative Cost Reconciliation, the Company shall reconcile its administrative cost of providing Standard Offer Service with its Standard Offer Service revenue associated with the recovery of administrative costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be refunded to, or collected from, Standard Offer Service Customers in the subsequent year's Standard Offer Service Administrative Cost Factor. The Company may file to change the Standard Offer Service Administrative Cost Factor at any time should significant over- or under- recoveries of Standard Offer Service administrative costs occur.

For purposes of calculating the Standard Offer Service Administrative Cost Factors, which

# THE NARRAGANSETT ELECTRIC COMPANY **STANDARD OFFER ADJUSTMENT PROVISION**

is applicable to customers receiving Standard Offer Service, administrative costs associated with arranging Standard Offer Service pursuant to this provision shall include:

- 1. the cost of working capital;
- 2. the administrative costs of complying with the requirements of Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs of creating the environmental disclosure label, and the costs associated with NEPOOL's Generation Information System attributable to Standard Offer Service;
- 3. the costs associated with the procurement of Standard Offer Service including requests for bids, contract negotiation, and execution and contract administration;
- 4. the costs associated with notifying Standard Offer Service customers of the rates for Standard Offer Service and the costs associated with updating rate change in the Company's billing system; and
- 5. an allowance for Standard Offer Service-related uncollectible accounts receivables associated with amounts billed through Standard Offer Service rates and the Standard Offer Service Administrative Cost Factors at the rate approved by the Commission.

The allowance for Standard Offer-related uncollectible amounts shall be estimated for purposes of setting the Standard Offer Service Administrative Cost Factors for the upcoming year as the approved rate applied to the sum of (1) an estimate of Standard Offer costs associated with each customer group pursuant to the Standard Offer Procurement Plan in effect at the time, as approved by the Commission, and (2) any over- or under-recoveries of Standard Offer Service from the prior year associated with each customer group. This amount shall be subject to reconciliation only for actual Standard Offer Service revenue billed by the Company over the applicable period.

This provision is applicable to all Retail Delivery Service rates of the Company.

Effective: April 1, 2012

R.I.P.U.C. No. 2099 Cancelling R.I.P.U.C. No. 2075 Sheet 1

# THE NARRAGANSETT ELECTRIC COMPANY NET METERING PROVISION

# I. <u>Definitions</u>

"Company" shall mean The Narragansett Electric Company d/b/a National Grid.

"Commission" shall mean the Rhode Island Public Utilities Commission.

**"Eligible Net Metering Resource"** shall mean eligible renewable energy resource as defined in R.I.G.L. Chapter 39-26-5 including biogas created as a result of anaerobic digestion, but, specifically excluding all other listed eligible biomass fuels.

"Eligible Net Metering System" shall mean a facility generating electricity using an Eligible Net Metering Resource that is reasonably designed and sized to annually produce electricity in an amount that is equal to or less than the Renewable Self-generator's usage at the Eligible Net Metering System Site measured by the three (3) year average annual consumption of energy over the previous three (3) years at the electric distribution account(s) located at the Eligible Net Metering System Site. A projected annual consumption of energy may be used until the actual three (3) year average annual consumption of energy over the previous three (3) years at the electric delivery service account(s) located at the Eligible Net Metering System Site becomes available for use in determining eligibility of the generating system. The Eligible Net Metering System must be owned by the same entity that is the customer of record on the Net Metered Accounts. Notwithstanding any other provisions of this chapter, any Eligible Net Metering Resource: (i) owned by a municipality or Multi-municipal Collaborative or (ii) owned and operated by a renewable generation developer on behalf of a municipality or Multi-municipal Collaborative through a Municipal Net Metering Financing Arrangement shall be treated as an Eligible Net Metering System and all municipal delivery service accounts designated by the municipality or Multi-municipal Collaborative shall be eligible for net metering within an Eligible Net Metering System Site.

**"Eligible Net Metering System Site"** shall mean the site where the Eligible Net Metering System is located or is part of the same campus or complex of sites contiguous to one another and the site where the Eligible Net Metering System is located or a farm in which the Eligible Net Metering System is located. Except for an Eligible Net Metering System owned by or operated on behalf of a municipality or multi-municipal collaborative through a municipal net metering financing arrangement, the purpose of this definition is to reasonably assure that energy generated by the Eligible Net Metering System is consumed by net metered electric delivery service account(s) that are actually located in the same geographical location as the Eligible Net Metering System. Except for an Eligible Net Metering System owned by or operated on behalf of a municipality or Multi-municipal Collaborative through a Municipal Net Metering Financing Arrangement, all of the Net Metered Accounts at the Eligible Net Metering System Site must be the accounts of the same customer of record and customers are not permitted to enter into agreements or arrangements to change the name on accounts for the purpose of artificially expanding the Eligible Net Metering System Site to contiguous sites in an attempt to avoid this restriction. However, a property owner may change the nature of the metered service at the delivery service accounts at the site to be master metered (as allowed by applicable state law) in the owner's name, or become the customer of record for each of the delivery service accounts, provided that the owner becoming the customer of record actually owns the property at which the delivery service account is located. As long as the Net Metered Accounts meet the requirements set forth in this definition, there is no limit on the number of delivery service accounts that may be net metered within the Eligible Net Metering System Site.

**"Excess Renewable Net Metering Credit"** shall mean a credit that applies to an Eligible Net Metering System for that portion of the Renewable Self-generator's production of electricity beyond one hundred percent (100%) and no greater than one hundred twenty-five (125%) of the Renewable Self-generator's own consumption at the eligible net metering system site during the applicable billing period. Such Excess Renewable Net Metering Credit shall be equal to the Company's avoided cost rate, defined for this purpose as the Standard Offer Service kilowatthour (kWh) charge for the rate class and time-of-use billing period, if applicable, applicable to the delivery service account(s) at the Eligible Net Metering System Site. Where there are delivery service accounts at the Eligible Net Metering Credit based on the average of the Standard Offer Service rates applicable to those on-site delivery service accounts. The Company has the option to use the energy received from such excess generation to serve the Standard Offer Service load. The Commission shall have the authority to make determinations as to the applicability of this credit to specific generation facilities to the extent there is an uncertainty or disagreement.

**"Farm"** shall be defined in accordance with section 44-27-2, except that all buildings associated with the farm shall be eligible for Renewable Net Metering Credits and Excess Renewable Net Metering Credits as long as: (i) the buildings are owned by the same entity operating the farm or persons associated with operating the farm; and (ii) the buildings are on the same farmland as the project on either a tract of land contiguous with or reasonably proximate to such farmland or across a public way from such farmland.

**"ISO-NE"** shall mean The Independent System Operator – New England established in accordance with the NEPOOL Agreement and applicable FERC approvals, which is responsible for managing the bulk power generation and transmission systems in New England.

**"Multi-municipal Collaborative"** shall mean a group of towns and/or cities that enter into an agreement for the purpose of co-owning a renewable generation facility or entering into a Municipal Net Metering Financing Arrangement.

**"Municipal Net Metering Financing Arrangement"** shall mean arrangements entered into by a municipality or Multi-municipal Collaborative with a private entity to facilitate the financing and operation of a net metering resource, in which the private entity owns and operates an Eligible Net Metering Resource on behalf of a municipality or Multi-municipal Collaborative, where: (i) the Eligible Net Metering Resource is located on property owned or controlled by the

municipality or one of the municipalities, as applicable, and (ii) the production from the Eligible Net Metering Resource and primary compensation paid by the municipality or Multi-municipal Collaborative to the private entity for such production is directly tied to the consumption of electricity occurring at the designated Net Metered Accounts.

**"Municipality and towns and cities"** shall mean any Rhode Island town or city, including any agency or instrumentality thereof, with the powers set forth in title 45 of the general laws.

**"Net Metering"** shall mean using electricity generated by an Eligible Net Metering System for the purpose of self-supplying power at the Eligible Net Metering System Site and thereby offsetting consumption at the Eligible Net Metering System Site through the netting process established in this provision.

**"Net Metered Accounts**" shall mean one or more electric delivery service billing accounts owned by a single customer of record on the same campus or complex of sites contiguous to one another and the site where the Eligible Net Metering System is located or a farm in which the Eligible Net Metering System is located, or all municipal delivery service accounts associated with an Eligible Net Metering System that is: (i) owned by a municipality or Multi-municipal Collaborative or (ii) owned and operated by a renewable generation developer on behalf of a municipality or Multi-municipal Collaborative through a municipal net metering financing arrangement, provided that the Net Metering Customer or the municipality or Multi-municipal Collaborative has submitted Schedule B (attached) with the individual billing account information for each Net Metered Account. It is the responsibility of the Net Metering Customer or the municipality or Multi-municipal Collaborative to submit a revised Schedule B should there be a change to any of the information contained therein.

**"Net Metering Customer"** shall mean a customer of the Company receiving and being billed for electric delivery service whose delivery account(s) are being net metered.

**"Person"** shall mean an individual, firm, corporation, associations, partnership, farm, town or city of the State of Rhode Island, Multi-municipal Collaborative, or the State of Rhode Island or any department of the state government, governmental agency or public instrumentality of the state.

**"Project"** shall mean a distinct installation of an Eligible Net Metering System. An installation will be considered distinct if it is installed in a different location, or at a different time, or involves a different type of renewable energy.

**"Renewable Net Metering Credit"** shall mean a credit that applies to an Eligible Net Metering System up to one hundred percent (100%) of the Renewable Self-generator's usage at the Eligible Net Metering System Site over the applicable billing period. This credit shall be equal to the total kilowatt-hours of electricity generated and consumed on-site during the billing period multiplied by the sum of the:

(i) Standard offer Service kilowatt-hour charge for the rate class applicable to

the net metering customer;

- (ii) Distribution kilowatt-hour charge;
- (iii) Transmission kilowatt-hour charge; and
- (iv) Transition kilowatt-hour charge.

**"Renewable Self-generator"** shall mean an electric delivery service customer who installs or arranges for an installation of renewable generation that is primarily designed to produce electricity for consumption by that same customer at its delivery service account(s).

# II. <u>Terms and Conditions</u>

The following policies regarding Net Metering of electricity from Eligible Net Metering Systems and regarding any Person that is a Renewable Self-generator shall apply:

- 1. The maximum allowable capacity for Eligible Net Metering Systems, based on name plate capacity, shall be five megawatts (5 MW),
- The aggregate amount of Net Metering in Rhode Island shall not exceed three percent (3%) of peak load, provided that at least two megawatts (2 MW) are reserved for Projects of less than fifty kilowatts (50 kW),
- 3. For ease of administering Net Metered Accounts and stabilizing Net Metered Account bills, the Company may elect (but is not required) to estimate for any twelve (12) month period i) the production from the Eligible Net Metering System and ii) aggregate consumption of the Net Metered Accounts at the Eligible Net Metering System Site and establish a monthly billing plan that reflects the expected Renewable Generation Credits and Excess Renewable Generation Credits that would be applied to the Net Metered Accounts over twelve (12) months. The billing plan would be designed to even out monthly billings over twelve (12) months, regardless of actual production and usage. If such election is made by the Company, the Company would reconcile payments and credits under the billing plan to actual production and consumption at the end of the twelve (12) month period and apply any credits or charges to the Net Metered Accounts for any positive or negative difference, as applicable. Should there be a material change in circumstances at the Eligible Net Metering System Site or associated Net Metered Accounts during the twelve (12) month period, the estimate and credits may be adjusted by the Company during the reconciliation period. The Company also may elect (but is not required) to issue checks to any Net Metering Customer in lieu of billing credits or carry forward credits or charges to the next billing period. For residential Eligible Net Metering Systems twenty-five kilowatts (25) kW or smaller, the Company, at its option, may administer Renewable Net Metering Credits month to month allowing unused credits to carry forward into following billing period.
- 4. If the electricity generated by an Eligible Net Metering System during a billing period is equal to or less than the Net Metering Customer's usage during the billing period for Net

Metered Accounts at the Eligible Net Metering System Site, the customer shall receive Renewable Net Metering Credits, which shall be applied to offset the Net Metering Customer's usage on Net Metered Accounts at the Eligible Net Metering System Site.

- 5. If the electricity generated by an Eligible Net Metering System during a billing period is greater than the Net Metering Customer's usage on Net Metered Accounts at the eligible Net Metering System Site during the billing period, the customer shall be paid by Excess Renewable Net Metering Credits for the excess electricity generated beyond the Net Metering Customer's usage at the Eligible Net Metering System Site up to an additional twenty-five percent (25%) of the Renewable Self-generator's consumption during the billing period; unless the Company and Net Metering Customer have agreed to a billing plan pursuant to Section II.3.
- 6. As a condition to receiving Renewable Generation Credits or Excess Renewable Generation Credit pursuant to this provision, customers who install Eligible Net Metering Systems must enter into an interconnection agreement and comply with the Company's Standards for Connecting Distributed Generation, as amended and superseded from time to time.
- 7. Customers eligible to receive Renewable Net Metering Credits or Excess Renewable Net Metering Credits pursuant to Sections II.4 and II.5, respectively, shall be required to complete Schedule B, attached hereto as Appendix A.
- 8. As a condition to receiving any payments pursuant to this provision, Customers who install Eligible Net Metering Systems with a nameplate capacity in excess of 60 kW must comply with any and all applicable New England Power Pool ("NEPOOL") and ISO-NE rules, requirements, or information requests that are necessary for the Eligible Net Metering System's electric energy output to be sold into the ISO-NE administered markets. If the Company must provide to NEPOOL or ISO-NE any information regarding the operation, output, or any other data in order to sell the output of the Eligible Net Metering System into the ISO-NE administered markets, the Eligible Net Metering System must provide such information to the Company in a timely manner.
- 9. NEPOOL and ISO-NE have the authority to impose fines, penalties, and/or sanctions on participants if it is determined that a participant is violating established rules in certain instances. Accordingly, to the extent that a fine, penalty, or sanction is levied by NEPOOL or the ISO-NE as a result of the Eligible Net Metering System's failure to comply with a NEPOOL or ISO-NE rule or information request, the Eligible Net Metering System will be responsible for the costs incurred by the Company, if any, associated with such fine, penalty or sanction.

# III. <u>Rates for Distribution Service to Eligible Net Metering System and Net Metered</u> <u>Accounts</u>

1. Retail delivery service by the Company to the Eligible Net Metering System and Net

Metered Accounts shall be governed by the tariffs, rates, terms, conditions, and policies for retail delivery service which are on file with the Commission.

- 2. The Standard Offer Service and retail delivery rates applicable to any Net Metered Account shall be the same as those that apply to the rate classification that would be applicable to such delivery service account in the absence of Net Metering including customer and demand charges and no other charges may be imposed to offset net metering credits.
- 3. Net Metered Accounts associated with an Eligible Net Metering System shall be exempt from backup service rates commensurate with the size of the Eligible Net Metering System.

# IV. Cost Recovery

- 1. Any prudent and reasonable costs incurred by the Company pursuant to achieving compliance with R.I.G.L. Section 39-26.2 and the annual amount t of any Renewable Net Metering Credits or Excess Renewable Net Metering Credits provided to Eligible Net Metering Systems, shall be aggregated by the Company and billed to all distribution customers on an annual basis through a uniform per kilowatt hour (kWh) Net Metering Charge embedded in the distribution component of the rates reflected on customer bills
- 2. The Company will include the energy market payments received from ISO-NE for the electricity generated by Eligible Net Metering Systems in the Company's annual reconciliation of the Net Metering Charge. Eligible Net Metering Systems with a nameplate capacity in excess of 60 kWs shall provide all necessary information to, and cooperate with, the Company to enable the Company to obtain the appropriate asset identification for reporting generation to ISO-NE. The Company will report all exported power to the ISO-NE as a settlement only generator and net this reported usage and associated payment received against the annual amount of Standard Offer Service component of any renewable net metering credits or excess renewable net metering credits provided to accounts associated with eligible net metering systems.

Effective: April 1, 2012

# THE NARRAGANSETT ELECTRIC COMPANY QUALIFYING FACILITIES POWER PURCHASE RATE

# I. <u>Applicability</u>

The Company will purchase the electrical output from any qualifying facility as defined under the Public Utility Regulatory Policies Act of 1978 and constructed after November 9, 1978, under the following terms and conditions. Qualifying facilities include the following:

- a. Small power production facilities of 20 megawatts or less which use biomass,
   waste, renewable resources, or any combination thereof for at least 75 percent of
   their total energy input in the aggregate during any calendar year period.
- b. Cogeneration facilities of 20 megawatts or less which first generate electricity and then use at least five percent of the total energy output for thermal production, provided that the useful power output of the facility plus one-half the useful thermal energy output must be:
  - no less than 42.5 percent of the total energy input of natural gas and oil to the facility in any calendar year; or
  - if the useful thermal energy output is less than 15 percent of the total energy output of the facility, no less than 45 percent of the total energy input of natural gas and oil to the facility in any calendar year.
- c. Cogeneration facilities of 20 megawatts or less which first provide useful thermal energy and then use reject heat to generate electricity, provided that the useful power output must be no less than 45 percent of the total energy input of natural gas and oil during any calendar year period.

# II. <u>Terms and Conditions</u>

1. Any qualifying facility that desires to sell electricity to the Company must

provide the Company with sufficient prior written notice. At the time of

notification, the qualifying facility shall provide the Company with the following

information:

- a. The name and address of the applicant and location of the qualifying facility.
- b. A brief description of the qualifying facility, including a statement indicating whether such facility is a small power production facility or a cogeneration facility.
- c. The primary energy source used or to be used by the qualifying facility.
- d. The power production capacity of the qualifying facility and the maximum net energy to be delivered to the Company's facilities at any clock hour.
- e. The owners of the qualifying facility including the percentage of ownership by any electric utility or by any public utility holding company, or by any entity owned by either.
- f. The expected date of installation and the anticipated on-line date.
- g. The anticipated method of delivering power to the Company.
- h. A copy of the qualifying facility's Federal Energy Regulatory Commission certification as a qualifying facility.

Such notice shall be sent to:

Director, Wholesale Electric Supply Energy Procurement National Grid USA Service Company, Inc. 100 East Old Country Rd. Hicksville, NY 11801

Following such notification, the qualifying facility and the Company shall

execute the standard purchase power agreement setting forth the terms of the sale,

a form of which is attached in Schedule A, which shall be executed no later than

thirty (30) days prior to the desired commencement date of the sale. The actual

commencement date of the sale shall be the first day of the calendar month

following the acceptance by ISO-New England, Inc. ("ISO-NE") of the registration of the qualifying facility in the ISO-NE settlement system.

- The qualifying facility shall furnish and install the necessary meter socket and wiring in accordance with the Company's Standards for Connecting Distributed Generation.
- 3. The qualifying facility shall install equipment approved by the Company which prevents the flow of electricity into the Company's system when the Company's supply is out of service, unless the qualifying facility's generation equipment can be controlled by the Company's supply.
- 4. The qualifying facility's equipment must be compatible with the character of service supplied by the Company at the qualifying facility's location.
- The qualifying facility shall be required to install metering pursuant to the requirements contained in the Company's Standards for Connecting Distributed Generation.
- The qualifying facility shall enter into an interconnection agreement and follow all other procedures outlined in the Company's Standards for Connecting Distributed Generation, as amended and superseded from time to time.
- 7. The qualifying facility shall reimburse the Company for any equipment and the estimated total cost of construction (excluding costs which are required for system improvements or for sales to the qualifying facility, such as the cost of a standard metering installation, in accordance with the Company's Terms and Conditions) which are necessary to meter purchases under this rate and to interconnect the qualifying facility to the Company's distribution or transmission

system in accordance with the Company's Standards for Connecting Distributed Generation. The Company will install, own, and maintain the equipment.

- 8. The qualifying facility shall save and hold harmless the Company from all claims for damage to the qualifying facility's equipment or injury to any person arising out of the qualifying facility's use of generating equipment in parallel with the Company's system; provided that nothing in this paragraph shall relieve the Company from liability for damage or injury caused by its own fault or neglect.
- 9. As a condition to receiving any payments required by this rate, the qualifying facility must comply with any and all applicable New England Power Pool ("NEPOOL") and ISO-NE rules, requirements, or information requests that are necessary for the qualifying facilities' output to be sold into the ISO-NE administered markets (whether the Company or the qualifying facility is actually submitting information to ISO-NE). The Company is not obligated to seek to obtain capacity market payments from ISO-NE for qualifying facilities. If the Company must provide to NEPOOL or ISO-NE any information regarding the operation, output, or any other data in order to sell the output of the qualifying facility into the ISO-NE administered markets, the qualifying facility must provide such information to the Company in a timely manner. The Company will not be liable to pay the qualifying facility for the output of the qualifying facility if the Company is unable to sell the output into the ISO-NE administered markets because of a failure of the qualifying facility to provide to the Company,

NEPOOL or ISO-NE any information on a timely basis that was required for sale S:\RADATA1\2012 neco\Annual Rate Filing\Schedule 19 - Tariffs\QFRATE 040112-CLEAN.doc of the facility output into the ISO-NE

administered markets. For any perceived errors or omissions in the data reported to NEPOOL or ISO-NE or the transactions from ISO-NE to the Company or qualifying facility, the qualifying facility must notify the Company within 30 days of such error or omission occurring.

10. NEPOOL and ISO-NE have the authority to impose fines, penalties, and/or sanctions on participants if it is determined that a participant is violating established rules in certain instances. Accordingly, to the extent that a fine, penalty, or sanction is levied by NEPOOL or the ISO-NE as a result of the qualifying facility's failure to comply with a NEPOOL or ISO-NE rule or information request, the qualifying facility will be responsible for the costs incurred by the Company, if any, associated with such fine, penalty or sanction.

# III. <u>Rates for Purchases</u>

# Rates for Qualifying Facilities

For qualifying facilities not eligible for net metering under the Company's Net Metering Provision, R.I.P.U.C. No. 2075, as amended and superseded from time to time, the Company will pay the following rates:

> For facilities meeting the definition of renewable energy resources as defined in R.I.G.L. Section 39-26-5, the Company will pay the Standard Offer Service rate for the applicable retail delivery rate as determined in

Section IV for each kilowatt-hour generated in excess of the facility requirements.

2. For all other qualifying facilities, the Company will pay the hourly clearing prices at the ISO-NE for the hours in which the qualifying facility generated electricity in excess of its requirements. Additionally, the Company shall make payments to a qualifying facility for capacity and/or reserves-related products if the sale is recognized by NEPOOL or ISO-NE as a capacity and/or reserves-related product sale. The Company shall pay rates equal to the payments received for the sale of any capacity and/or reserves-related products associated with such qualifying facility output to ISO power exchange.

# IV. Rates for Distribution Service to Qualifying Facilities

Retail distribution delivery service by the Company to the qualifying facility shall be governed by the tariffs, rates, terms, conditions, and policies for retail delivery service which are on file with the Public Utilities Commission. The selection of the appropriate retail rate will be determined as follows:

- for qualifying facilities with generating capacity of less than 10kW, the appropriate residential or small general service rate will apply unless the customer's load necessitates use of G-02, G-32, or G-62 rate;
- for qualifying facilities serving non-profit affordable housing, Residential Rate A-16 will apply;

- for qualifying facilities with generating capacity of at least 10kW but not more than 200 kW, Rate G-02 will apply, unless the customer's load necessitates the use of the G-32 or G-62 rate;
- for qualifying facilities with generating capacity of at least 200kW but not more than 3,000 kW, Rate G-32 will apply unless the customer's load necessitate the use of the G-62 rate;
- for qualifying facilities with generating capacity of 3,000 kW or more, Rate G-62 will apply.

# V. Cost Recovery

The Company shall be entitled to recover the difference between the payments made to qualifying facilities for purchases pursuant to Section III. and the actual energy market payments received by ISO-NE for the electricity generated by those qualifying facilities from all customers through a uniform per kilowatt hour (kWh) surcharge embedded in the distribution component of the rates reflected on customer bills.

Effective: April 1, 2012

R.I.P.U.C. No. 2098 Canceling R.I.P.U.C. No. 2074 Sheet 8

# Schedule A

# THE NARRAGANSETT ELECTRIC COMPANY QUALIFYING FACILITY POWER PURCHASE AGREEMENT

The Agreement is between \_\_\_\_\_\_, a Qualifying Facility ("QF") and The Narragansett Electric Company (the "Company") for energy purchases by the Company from the QF's facility located at \_\_\_\_\_\_, Rhode Island.

# Agreement to Purchase under the Qualifying Facilities Power Purchase Rate Tariff

Effective as of \_\_\_\_\_\_, the Company agrees to purchase electricity from the QF and QF agrees to sell electricity to the Company under the terms and conditions of the Company's <u>Qualifying Facilities Power Purchase Rate Tariff</u> as currently in effect or amended by the Company in the Company's sole discretion. The QF agrees to comply with the terms and conditions of the <u>Qualifying Facilities Power Purchase Rate Tariff</u>, the Company's <u>Standards for Connecting Distributed Generation</u>, as currently in effect or as amended from time to time, and associated policies of the Company that are on file with the Rhode Island Public Utilities Commission as currently in effect or as modified, amended, or revised by the Company, and to pay any metering and interconnection costs required under such tariff and policies.

# Payments for Energy

The Company will pay the QF at the rates in effect at the time of delivery as provided for in the <u>Qualifying Facilities Power Purchase Rate Tariff</u>.

# Notice

The Company or QF may terminate this agreement on thirty (30) days written notice which includes a statement of reasons for such termination.

Agreed and Accepted

Date

The Narragansett Electric Company Date

Tariffs – Marked To Show Changes Version

| THE NARRAGANSETT ELECTRIC COMPANY<br>BASIC RESIDENTIAL RATE (A-16)<br>RETAIL DELIVERY SERVICE |                     | Effective<br>April 1, 2011 |
|---|---------------------|----------------------------|
| <u> </u>  | <del>2059</del>     |                            |
| Monthly Charge As Adjusted  |                     |                            |
| Rates for Retail Delivery Service   |                     |                            |
| Customer Charge per month   | <del>\$3.75</del>   |                            |
| Distribution Charge per kWh (1)   | <u></u>             |                            |
| Transmission Charge per kWh   | <u> </u>            |                            |
| Non-Bypassable Transition Charge per kWh  | <del>(0.031¢)</del> |                            |
| Energy Efficiency Programs per kWh (2)  | <del>0.619¢</del>   |                            |
| LIHEAP Enhancement Charge per month   | <del>\$0.83</del>   |                            |
| Rates for Standard Offer Service (Optional)   |                     |                            |

per Standard Offer Service tariff

(1) Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.101¢ per kWh, Operating & Maintenance Factor of 0.141¢ per kWh, and CapEx Factor of 0.011¢ per kWh.

(2) Includes Renewables Charge of 0.030¢ per kWh

Standard Offer per kWh

Tax Note:The rates listed above do not reflect gross earnings tax or sales taxes. However, such taxes,<br/>when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

# THE NARRAGANSETT ELECTRIC COMPANY BASIC RESIDENTIAL RATE (A-16) RETAIL DELIVERY SERVICE

## AVAILABILITY

Electric delivery service under this rate is available for all domestic purposes in an individual private dwelling, an individual private apartment or an individual private condominium. Service is also available for farm customers where all electricity is delivered by the Company.

The Company may under unusual circumstances permit more than one set of living quarters to be served through one metering installation under this rate, but if so, the Customer Charge shall be multiplied by the number of separate living quarters so served.

Service under this rate is also available to residential condominium associations for service provided to common areas and facilities. The condominium association must provide documentation of the establishment of a residential condominium and a written statement identifying all buildings or units which are part of the condominium. Except at the Company's option, service to each individual unit shall be separately metered and billed apart from the common areas and facilities. If the Company permits more than one individual unit to be served through one metering installation, the Customer Charge shall be multiplied by the number of individual units served. Where a condominium includes space used exclusively for commercial purposes, all electric delivery service provided through the meter serving the commercial space will be charged at the appropriate commercial rate. Where a single metering installation records electric delivery service to both common areas/facilities and commercial space, all electric delivery service provided through the single meter will be billed under this rate. Electric delivery service provided to Company owned streetlights will be billed on the appropriate streetlighting tariff.

A church and adjacent buildings owned and operated by the church may be served under this rate, but any such buildings separated by public ways must be billed separately.

## MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

## THE NARRAGANSETT ELECTRIC COMPANY BASIC RESIDENTIAL RATE (A-16) RETAIL DELIVERY SERVICE

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

# Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

# LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

**Revenue Decoupling Mechanism Provision** 

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

# MINIMUM CHARGE

The minimum charge per month is the Customer Charge.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

# **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, <u>20112012</u>

# THE NARRAGANSETT ELECTRIC COMPANY LOW INCOME RATE (A-60) RETAIL DELIVERY SERVICE

## AVAILABILITY

Service under this rate is available only to currently qualified customers for all domestic purposes in an individual private dwelling or an individual apartment, providing such customer meets <u>both</u> of the following criteria:

- 1. Must be the head of a household or principal wage earner.
- 2. Must be presently receiving Supplemental Security Income from the Social Security Administration, be eligible for the low-income home energy assistance program, or one of the following from the appropriate Rhode Island agencies: Medicaid, Food Stamps, General Public Assistance or Family Independence Program

It is the responsibility of the customer to annually certify, by forms provided by the Company, the continued compliance with the foregoing provisions.

The Company may under unusual circumstances permit more than one set of living quarters to be served through one meter under this rate, but if so, the kilowatt-hours eligible for the credit described below shall be multiplied by the number of separate living quarters so served.

## MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in the cover sheet of this tariff.

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

# THE NARRAGANSETT ELECTRIC COMPANY LOW INCOME RATE (A-60) RETAIL DELIVERY SERVICE

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

# Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

# LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

# STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

## **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 20112012

Effective January 1, 2012

#### R.I.P.U.C. No. 2076

Monthly Charge As Adjusted

| -   | Rates for           | Rates for                                    |
|---|---------------------|--|
| _   | Back-Up Service     | <u>Supplemental Service</u>                  |
| Rates for Retail Delivery Service           | _                   |  |
| Customer Charge per month                   | <del>\$750.00</del> | <u>—————————————————————————————————————</u> |
| Distribution Charge per kW in excess of 200 | <u>kW(1)</u> \$0.52 | <u>\$2.03</u>                                |
| Distribution Charge per kWh (2)             |                     | <u>n/a 0.883¢</u>                            |
| Transmission Charge per kW                  | n/a                 | <u>\$2.84</u>                                |
| Transmission Charge per kWh                 | n/a                 | <del>0.678¢</del>                            |
| Non-bypassable Transition Charge per kWh    | n/a                 | <del>(0.031¢)</del>                          |
| Energy Efficiency Programs per kWh (3)      | n/a                 | <del>0.619¢</del>                            |
| LIHEAP Enhancement Charge per month         | n/a                 | <del>\$0.83</del>                            |
| Rates for Standard Offer Service (Optional) |                     |  |
| <u>Standard Offer per kWh</u>               | n/a                 | per Standard Offer Service tariff            |
|   |                     |  |

(1) Rate for Backup Service includes CapEx Factor of \$0.11 per kW. Rate for Supplemental Service includes CapEx Factor of \$0.03 per kW.

(2) Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.048¢ per kWh, and Operating & Maintenance Factor of 0.064¢ per kWh.

(3) Includes Renewables Charge of 0.030¢ per kWh

Tax Note: The rates listed above do not reflect gross earnings tax or sales taxes. However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

# AVAILABILITY

This service shall apply to Customers in the class identified below:

- (i) who receive all or any portion of their electric supply from non-emergency generation unit(s) with a nameplate rating greater than 30 kW ("Generation Units"), where electricity received by the Customer from the Generation Units is not being delivered over Company-owned distribution facilities pursuant to an applicable retail delivery tariff, and
- (ii) who expect the Company to provide retail delivery service to supply the Customer's load at the service location when the Generation Units are not supplying all of that load.

Electric delivery service under this rate is applicable to customers with a facility demand of 25 kilowatts or more. Notwithstanding the foregoing, the Company may require any customer with a 12-month average Demand greater than 3,000 kW at its facility to take service on the 3,000 kW Demand Back-up Service Rate B-62 (subject to the settlement provisions in Docket No. 2290).

All Customers served on this rate must elect to take their total electric delivery service under the metering installation as approved by the Company

# EXEMPTION FOR CUSTOMER ACCOUNTS ASSOCIATED WITH ELIGIBLE NET METERING SYSTEMS

Customers accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, shall be exempt from back-up service rates commensurate with the size of the generating facility and subject to the statutory three (3) percent cap on the aggregate amount of net metering in Rhode Island.

#### **TYPES OF SERVICE**

"Back-Up" Retail Delivery Service consists of the Company standing ready to provide retail delivery service to the Customer's load when a non-emergency generator that supplies electricity to the Customer without using Company-owned distribution facilities does not supply all of the Customer's load.

"Supplemental" Retail Delivery Service is the delivery over Company-owned distribution facilities of electricity which is utilized at the Customer's facilities.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the Back-Up Service Charges, and the Supplemental Service Charges, as stated below

# DETERMINATION OF BILLING DEMAND FOR BILLING SUPPLEMENTAL AND BACK-UP per kW (DEMAND) CHARGES

The Billing Demand for each month for purposes of billing Back-Up and Supplemental Service shall be the greatest of the following:

- 1) The greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW;
- 90% of the greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes;
- 3) 75% of the greatest Demand as so determined above during the preceding eleven months.

# BACK-UP RETAIL DELIVERY SERVICE

# a) <u>Rates for Back-Up Retail Delivery Service</u>

<u>Customer Charge per month</u> see cover sheet

Distribution Charge per kW see cover sheet

The Distribution Charge per kW applicable to Back-up Retail Delivery Service shall be equal to \$5.22 per kW, multiplied by a factor of 10%, representing the likelihood that, on average, an outage of an individual customer's generator will occur coincident with the Company's distribution system peak demand approximately 10% of the time.

# b) <u>Determination of Back-Up Service Kilowatt Demand</u>

The Back-Up Service Demand shall be the greater of:

1) the fifteen-minute reading from the Customer's generation meter(s) as measured in kilowatts at the time of the Billing Demand in excess of 200 kW;

2) 90% of the fifteen-minute reading from the Customer's generation meter(s) as measured in kilovolt-amperes at the time of the Billing Demand in excess of 200 kW; or

3) One hundred percent (100%) of the greatest Back-up Service Demand as determined above during the preceding eleven (11) months.

# c) <u>Installation of Meters on Generation</u>

The Customer shall permit the Company to install meter(s) on the Generation Units providing electricity to the Customer, for purposes of billing under the terms of this rate. The meter shall be in accordance with the Company's reasonable specifications. The Customer will reimburse the Company for the installed cost of the meter and any associated equipment. The Customer shall provide reasonable access to the Company during normal business hours to read such meter in order to bill the Customer for service under this rate.

# PEAK AND OFF-PEAK PERIODS

| PEAK HOURS:     | June - September       | 8 a.m 10 p.m. Weekdays, |
|-----------------|------------------------|-------------------------|
|                 | December - February    | 7 a.m 10 p.m. Weekdays  |
|                 | October – November and |                         |
|                 | March - May            | 8 a.m 9 p.m. Weekdays   |
| OFF-PEAK HOURS: | All other hours        |                         |

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

#### SUPPLEMENTAL RETAIL DELIVERY SERVICE

#### a) <u>Rates for Supplemental Retail Delivery Service</u>

| Transmission Charge per kW                     | see cover sheet |
|--|-----------------|
| Distribution Charge per kW in excess of 200 kW | see cover sheet |
| Distribution Charge per kWh                    | see cover sheet |
| Non-Bypassable Transition Charge per kWh       | see cover sheet |

#### b) Assessment of Kilowatt-hour Charges

For purposes of billing kWh charges for Supplemental Distribution and Transmission Service, Customers will be billed on the greater of (i) the actual kWh delivered by the Company or (ii) 90% of the actual kVAh delivered.

For purposes of billing kWh charges for Standard Offer Service, Non-Bypassable Transition Service and Energy Efficiency Programs, Customers will be billed on actual kWh delivered by the Company.

#### c) <u>Determination of Kilowatt Demand</u>

The Supplemental Distribution Service Demand for each month shall be the Billing Demand in excess of the Back-up Service Demand, but in no case less than 0 kW.

The Supplemental Transmission Service Demand for each month shall be:

- 1) The greatest fifteen-minute peak from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW at the time of Billing Demand; or
- 2) 90% of the greatest fifteen-minute peak demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes at the time of Billing Demand

#### **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served under this rate for one year or more may upon written request have the Demand for each month used for Supplemental Service be based upon the greatest of items (1) and (2) set forth above for Billing Demand, beginning with the next month after such request and running for a period of not less than two consecutive months. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission Charge per kWh for Supplemental Service will be increased by 20% during any such period.

In addition, the Company may, at its discretion, agree to a lower demand determination for Back-Up Service below fifteen-minute peak coincident demand of the generation meter(s) if a Customer has installed equipment or configured its facilities in such a manner that automatically limits the requirement for Back-Up Service to the lower agreed-upon demand. Under such a situation, the Customer must demonstrate to the Company's reasonable satisfaction that the Customer's facilities are configured so as to limit the demand that can be placed on the distribution system, or must install and maintain, at no cost to the Company, an automated demand limiter or other similar device as agreed to by the Company which limits deliveries to the Customer over the Company's distribution system based on the lower agreed-upon demand. This equipment can not adversely affect the operation of the Company's distribution system or service to other customers. Such interruptible Back-Up Service shall be negotiated by the Customer and the Company under a separate contract which shall be specific to an individual customer's circumstances.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

# LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

# **Revenue Decoupling Mechanism Provision**

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

# **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of supplemental distribution billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the supplemental distribution billing demand for such month shall also be allowed if the Customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

# HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(7H) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: January 1, 2012 April 1, 2012

<u>Effective</u>

January 1, 2012

| RETAIL D  | ELIVERY SERVICE                 |   |  |
|---|---------------------------------|---|--|
|   |                                 |   |  |
| Monthly Charge As Adjusted  | Rates for                       | Rates for                                       |  |
| _   |                                 | <u>Supplemental Service</u>                     |  |
| Rates for Retail Delivery Service   |                                 |   |  |
| Customer Charge per month   | \$17,000.00                     | <u>n/a</u>                                      |  |
| Distribution Charge per kW(1)   | <u>\$0.28</u>                   | \$2.86  |  |
| Distribution kWh Charge per kWh (2)   |                                 | <u>n/a 0.010¢</u>                               |  |
| Transmission Charge per kW  | n/a                             | <u>\$2.84</u>                                   |  |
| Transmission Charge per kWh   | n/a                             | <del></del>                                     |  |
| Non-bypassable Transition Charge per kWh  |                                 | <u></u>   |  |
| Energy Efficiency Programs per kWh (3)  | n/a                             | <u> </u>  |  |
| LIHEAP Enhancement Charge per month   | n/a                             | <u>\$0.83</u>                                   |  |
| Standard Offer per kWh  | n/a                             | per Standard Offer Service tariff               |  |
|   |                                 |   |  |
|   |                                 |   |  |
|   |                                 |   |  |
| ) Includes Vegetation Management and Inspection   | & Maintananaa Cradit            | of \$0.21 per kW. Operating &                   |  |
| laintenance Factor of \$0.36 per kW and CapEx Fac   | ctor of \$0.02 per kW.          | tor polizi per kw, operating æ                  |  |
| 2) Includes Renewable Generation Credit Surcharge   | <del>e of 0.001¢ per kWh.</del> |   |  |
| 3) Includes Renewables Charge of 0.030¢ per kWh   |                                 |   |  |
| ax Note: The rates listed above do not reflect (<br>when applicable, will appear on bills |                                 | s <mark>ales taxes. However, such taxes,</mark> |  |
| Other Rate Clauses apply as usual.  |                                 |   |  |

# AVAILABILITY

This service shall apply to Customers in the class identified below:

- (i) who receive all or any portion of their electric supply from non-emergency generation unit(s) with a nameplate rating greater than 30 kW ("Generation Units"), where electricity received by the Customer from the Generation Units is not being delivered over Company-owned distribution facilities pursuant to an applicable retail delivery tariff, and
- (ii) who expect the Company to provide retail delivery service to supply the Customer's load at the service location when the Generation Units are not supplying all of that load.

Electric delivery service under this rate is applicable to those Customers who would otherwise be served under the Company's 3,000 kW Demand Rate G-62 if the Generation Units were not supplying electricity to the Customer.

All Customers served on this rate must elect to take their total electric delivery service under the metering installation as approved by the Company.

# EXEMPTION FOR CUSTOMER ACCOUNTS ASSOCIATED WITH ELIGIBLE NET METERING SYSTEMS

Customers accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, shall be exempt from back-up service rates commensurate with the size of the generating facility and subject to the statutory three (3) percent cap on the aggregate amount of net metering in Rhode Island.

#### **TYPES OF SERVICE**

"Back-Up" Retail Delivery Service consists of the Company standing ready to provide retail delivery service to the Customer's load when a non-emergency generator that supplies electricity to the Customer without using Company-owned distribution facilities does not supply all of the Customer's load.

"Supplemental" Retail Delivery Service is the delivery over Company-owned distribution facilities of electricity which is utilized at the Customer's facilities.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the Back-Up Service Charges, and the Supplemental Service Charges, as stated below.

# DETERMINATION OF BILLING DEMAND FOR BILLING SUPPLEMENTAL AND BACK-UP PER KW (DEMAND) CHARGES

The Billing Demand for each month for purposes of billing Back-Up and Supplemental Service shall be the greatest of the following:

- 1) The greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW;
- 90% of the greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes;
- 3) 75% of the greatest Demand as so determined above during the preceding eleven months.

# BACK-UP RETAIL DELIVERY SERVICE

#### a) <u>Rates for Back-Up Retail Delivery Service</u>

| Customer Charge per month  | see cover sheet |
|----------------------------|-----------------|
| Distribution Charge per kW | see cover sheet |

The Distribution Charge per kW applicable to Back-up Retail Delivery Service shall be equal to \$2.86 per kW, multiplied by a factor of 10%, representing the likelihood that, on average, an outage of an individual customer's generator will occur coincident with the Company's distribution system peak demand approximately 10% of the time.

#### b) Determination of Back-Up Service Kilowatt Demand

The Back-Up Service Demand shall be the greater of:

1) the fifteen-minute reading from the Customer's generation meter(s) as measured in kilowatts at the time of the Billing Demand;

2) 90% of the fifteen-minute reading from the Customer's generation meter(s) as measured in kilovolt-amperes at the time of the Billing Demand; or

3) One hundred percent (100%) of the greatest Back-up Service Demand as determined above during the preceding eleven (11) months.

# c) <u>Installation of Meters on Generation</u>

The Customer shall permit the Company to install meter(s) on the Generation Units providing electricity to the Customer, for purposes of billing under the terms of this rate. The meter shall be in accordance with the Company's reasonable specifications. The Customer will reimburse the Company for the installed cost of the meter and any associated equipment. The Customer shall provide reasonable access to the Company during normal business hours to read such meter in order to bill the Customer for service under this rate.

# PEAK AND OFF-PEAK PERIODS

| PEAK HOURS: | June – September<br>December - February<br>October – November and | 8 a.m 10 p.m. Weekdays,<br>7 a.m 10 p.m. Weekdays |
|-------------|---|---|
|             | March – May   | 8 a.m 9 p.m. Weekdays                             |

OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

# SUPPLEMENTAL RETAIL DELIVERY SERVICE

#### a) <u>Rates for Supplemental Retail Delivery Service</u>

| Transmission Charge per kW               | see cover sheet |
|--|-----------------|
| Distribution Charge per kW               | see cover sheet |
| Distribution Charge per kWh              | see cover sheet |
| Non-Bypassable Transition Charge per kWh | see cover sheet |

#### b) Assessment of Kilowatt-hour Charges

For purposes of billing kWh charges for Supplemental Distribution and Transmission Service, Customers will be billed on the greater of (i) the actual kWh delivered by the Company or (ii) 90% of the actual kVAh delivered.

For purposes of billing kWh charges for Standard Offer Service, Non-Bypassable Transition Service and Energy Efficiency Programs, Customers will be billed on actual kWh delivered by the Company.

# c) <u>Determination of Supplemental Service Kilowatt Demand</u>

The Supplemental Distribution Service Demand for each month shall be the Billing Demand in excess of the Back-Up Service Demand, but in no case less than 0 kW.

The Supplemental Transmission Service Demand for each month shall be:

- 1) The greatest fifteen-minute peak from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW at the time of Billing Demand; or
- 2) 90% of the greatest fifteen-minute peak demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kilovolt-amperes at the time of Billing Demand

## **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served under this rate for one year or more may upon written request have the Demand for each month used for Supplemental Service be based upon the greatest of items (1) and (2) set forth above for Billing Demand, beginning with the next month after such request and running for a period of not less than two consecutive months. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission Charge per kWh for Supplemental Service will be increased by 20% during any such period.

In addition, the Company may, at its discretion, agree to a lower demand determination for Back-Up Service below fifteen-minute peak coincident demand of the generation meter(s) if a Customer has installed equipment or configured its facilities in such a manner that automatically limits the requirement for Back-Up Service to the lower agreed-upon demand. Under such a situation, the Customer must demonstrate to the Company's reasonable satisfaction that the Customer's facilities are configured so as to limit the demand that can be placed on the distribution system, or must install and maintain, at no cost to the Company, an automated demand limiter or other similar device as agreed to by the Company which limits deliveries to the Customer over the Company's distribution system based on the lower agreed-upon demand. This equipment can not adversely affect the operation of the Company's distribution system or service to other customers. Such interruptible Back-Up Service shall be negotiated by the Customer and the Company under a separate contract which shall be specific to an individual customer's circumstances.

# **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

# Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

## Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

# LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

# **Revenue Decoupling Mechanism Provision**

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

# Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

#### STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff. This provision shall not apply for Back-Up Retail Delivery Service and shall only apply to Supplemental Retail Delivery Service.

#### **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of supplemental distribution billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the supplemental distribution billing demand for such month shall also be allowed if the Customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

# HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

# **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(H7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

# **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: January 1, 2012 April 1, 2012

| THE NARRAGANSETT ELECTRIC COMPANY           |                            | Effective            |
|---|----------------------------|----------------------|
|   |                            | <u>April 1, 2011</u> |
| RETAIL DELIVER                              | Y SERVICE                  |                      |
| <del>-R.I.P.U.C. No</del>                   | <del>. 2063</del>          |                      |
| Monthly Charge As Adjusted                  |                            |                      |
| Rates for Retail Delivery Service           |                            |                      |
| Customer Charge per month                   | <del>\$8.00</del>          |                      |
| Unmetered Charge per month                  | <del>\$5.00</del>          |                      |
| <u>— Distribution Charge per kWh (1)</u>    | <u> </u>                   |                      |
| Transmission Charge per kWh                 | <del>1.755¢</del>          |                      |
| Non-Bypassable Transition Charge per kWh    | <del>(0.031¢)</del>        |                      |
| Energy Efficiency Programs per kWh (2)      | 0.619¢                     |                      |
| LIHEAP Enhancement Charge per month         | <del>\$0.83</del>          |                      |
| Rates for Standard Offer Service (Optional) |                            |                      |
| Standard Offer per kWh                      | per Standard Offer Service | <del>e tariff</del>  |

(1) Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.110¢ per kWh, Operating & Maintenance Factor of 0.150¢ per kWh, and CapEx Factor of 0.011¢ per kWh.

(2) Includes Renewables Charge of 0.030¢ per kWh

Tax Note: The rates listed above do not reflect gross earnings tax or sales taxes. However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

# THE NARRAGANSETT ELECTRIC COMPANY SMALL C&I RATE (C-06) RETAIL DELIVERY SERVICE

# AVAILABILITY

Electric delivery service under this rate is available for all purposes. If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate. Notwithstanding the foregoing, the Company may require any customer with a 12-month average demand greater than 200 kW to take service on the 200 kW Demand Rate G-32.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

# THE NARRAGANSETT ELECTRIC COMPANY SMALL C&I RATE (C-06) RETAIL DELIVERY SERVICE

# LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

# STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

# MINIMUM CHARGE

Metered Service: \$8.00 per month. Unmetered Service: \$5.00 per month.

However, if the kVA transformer capacity needed to serve a customer exceeds 25 kVA, the minimum charge will be increased by \$1.85 for each kVA in excess of 25 kVA.

## UNMETERED ELECTRIC SERVICE

Unmetered services are usually not permitted or desirable. However, the Company recognizes that there are certain instances where metering is not practical. Examples of such locations are telephone booths and fire box lights. The monthly bill will be computed by applying the rate schedule to a use determined by multiplying the total load in kilowatts by 730 hours. However, the energy use may be adjusted after tests of the unmetered equipment indicate lesser usage. When unmetered service is provided the aforestated customer charge will be waived and the Unmetered Service Charge per month per location will be implemented.

# **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General

# THE NARRAGANSETT ELECTRIC COMPANY SMALL C&I RATE (C-06) RETAIL DELIVERY SERVICE

Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(H7) of Rhode Island General Laws) indicating

the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any

interest required to be paid by the Company to such authority.

# **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 20112012

| THE NARRAGANSETT ELECT   | RIC COMPANY                        | Effective            |
|--|------------------------------------|----------------------|
| GENERAL C&I RAT  |                                    | <u>April 1, 2011</u> |
| KETAIL DELIVERT  | <del>SER VICE</del>                |                      |
| R.I.P.U.C. No. 2   | <del>064</del>                     |                      |
| Monthly Charge As Adjusted   |                                    |                      |
| Rates for Retail Delivery Service  |                                    |                      |
| Customer Charge per month  | <u>\$125.00</u>                    |                      |
| Distribution Charge per kW in excess of 10 kW(1)   | <u>\$4.54</u>                      |                      |
| Distribution Charge per kWh (2)  | 0.7                                | 44¢                  |
| Transmission Charge per kW   | <del>\$2.64</del>                  |                      |
| Transmission Charge per kWh  | <del></del>                        |                      |
| Non-Bypassable Transition Charge per kWh   | (0.0                               | <del>)31¢)</del>     |
| Energy Efficiency Programs per kWh (3)   | <del>0.619¢</del>                  |                      |
| LIHEAP Enhancement Charge per month  | <del>\$0.83</del>                  |                      |
|  |                                    |                      |
| Rates for Standard Offer Service (Optional)  |                                    |                      |
| Standard Offer per kWh   | per Standard Offer                 | Service tariff       |
|  |                                    |                      |
|  |                                    |                      |
|  |                                    |                      |
|  |                                    |                      |
|  |                                    |                      |
|  |                                    |                      |
|  |                                    |                      |
| (1) Includes CapEx Factor of \$0.04 per kW.  |                                    |                      |
| (2) Includes Renewable Generation Credit Surcharge of 0.001¢<br>& Maintenance Credit of 0.080¢ per kWh, and Operating & Ma |                                    |                      |
| (3) Includes Renewables Charge of 0.030¢ per kWh   |                                    |                      |
|  |                                    |                      |
| Tax Note: The rates listed above do not reflect gross earnin   | <del>gs tax or sales taxes</del> . | However, such        |
| -taxes, when applicable, will appear on bills sent   | to customers.                      |                      |

Other Rate Clauses apply as usual.

# THE NARRAGANSETT ELECTRIC COMPANY GENERAL C&I RATE (G-02) RETAIL DELIVERY SERVICE

# AVAILABILITY

Electric delivery service under this rate is available for all purposes to customers with a Demand of 10 kilowatts or more. If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate. Notwithstanding the foregoing, the Company may require any customer with a 12-month average Demand greater than 200 kW to take service on the 200 kW Demand Rate G-32.

This rate is also available to customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation and are therefore exempt from the backup service rates. However, any customer exempted from the backup service rates under this provision shall nevertheless be required to install metering pursuant to the backup service tariff that shall provide information on the operation of the generation unit.

# MONTHLY CHARGE

The Monthly Charge will be the sum of the Retail Delivery Service Charges set forth in the cover sheet of this tariff.

#### **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

# THE NARRAGANSETT ELECTRIC COMPANY GENERAL C&I RATE (G-02) RETAIL DELIVERY SERVICE

# Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.</u>

Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

# STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

## DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring during such month as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring during the month as measured in kilovolt-amperes, where the Customer's Demand exceeds 75 kilowatts,

c) 75% of the greatest Demand as so determined above during the preceding eleven months,
 d) 10 kilowatts.

Any Demands established during the eleven months prior to the application of this rate shall be considered as having been established under this rate.

## **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items a), b) and d) above. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission per kWh will be

# THE NARRAGANSETT ELECTRIC COMPANY GENERAL C&I RATE (G-02) RETAIL DELIVERY SERVICE

increased by 20% during any such period.

# **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of

billing demand for such month shall be allowed against the amount determined under the preceding provisions.

## HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

## **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(H7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2011-2012

| THE NARRAGANSETT ELECTRIC COMPANY |
|-----------------------------------|
| 200 KW DEMAND RATE (G-32)         |
| RETAIL DELIVERY SERVICE           |

R.I.P.U.C. No. 2065

<u>\$2.84</u>

<u>Effective</u> April 1, 2011

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month \$750.00

<u>Distribution Charge per kW in excess of 200 kW (1)</u> \$2.03

Distribution Charge per kWh (2) 0.883¢

Transmission Charge per kWh 0.678¢

Non-Bypassable Transition Charge per kWh (0.031¢)

Energy Efficiency Programs per kWh (3) 0.619¢

LIHEAP Enhancement Charge per month \$0.83

Rates for Standard Offer Service (Optional)

Transmission Charge per kW

Standard Offer per kWh

per Standard Offer Service tariff

(1) Includes CapEx Factor of \$0.03 per kW.

(2) Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.048¢ per kWh, and Operating & Maintenance Factor of 0.064¢ per kWh.

(3) Includes Renewables Charge of 0.030¢ per kWh

Tax Note: The rates listed above do not reflect gross earnings tax or sales taxes (when applicable).However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

# AVAILABILITY

Electric delivery service shall be taken under this rate for all purposes by any customer who is placed on the rate by the Company in accordance with this paragraph. The Company shall place on this rate any customer who has a 12-month average Demand of 200 kW or greater for 3 consecutive months as soon as practicable. Notwithstanding the foregoing, the Company may require any customer with a 12-month maximum demand of 3,000 kW or greater to take delivery service on the 3,000 kW Demand Rate G-62 (subject to the settlement provisions in Docket No. 2290).

If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for delivery service through each meter shall be computed separately under this rate. If any electricity is delivered hereunder at a given location, then all electricity deliveries by the Company at such location shall be delivered hereunder.

<u>New Customers</u>: Service will initially be taken under this rate by any new customer who requests service capability of 225 kVA or greater.

<u>Transfers From Rate G-32</u>: Any customer whose 12-month average demand is less than 180 kW for twelve consecutive months may elect to transfer from the 200 kW Demand Rate G-32 to another available rate.

This rate is also available to customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation and are therefore exempt from the backup service rates. However, any customer exempted from the backup service rates under this provision shall nevertheless be required to install metering pursuant to the backup service tariff that shall provide information on the operation of the generation unit.

## MONTHLY CHARGE

The Monthly Charge will be the sum of the Retail Delivery Service Charges set forth in the cover sheet of this tariff.

## PEAK OFF-PEAK PERIODS

| OURS: June | September -       | - 8 a.m 10 p.m. Weekdays, |
|------------|-------------------|---------------------------|
| Dec        | nber - February   | - 7 a.m 10 p.m. Weekdays  |
| Octo       | er – November and |                           |
| Mar        | n - May -         | - 8 a.m 9 p.m. Weekdays   |
| Octo       | er – November and | 1 2                       |

OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

## Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

## Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.</u>

## **Revenue Decoupling Mechanism Provision**

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

## Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

## STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

## DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilovolt-amperes,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

# **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items (a), (b) and (d) above. In such case, the Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission per kWh will be increased by 20% during any such period.

# **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the billing demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

# HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

## **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(H7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2011/2012

|   | ETT ELECTRIC COMPANY<br>MAND RATE (G-62)<br>ELIVERY SERVICE                                    | Effective<br>April 1, 2011 |
|---|--|----------------------------|
|   | <del>U.C. No. 2066</del>   |                            |
| Monthly Charge As Adjusted  |  |                            |
| Rates for Retail Delivery Services  |  |                            |
| Customer Charge per month   | <u>\$17,000.00</u>   |                            |
| Distribution Charge per kW (1)  | <del>\$2.86</del>  |                            |
| Distribution Charge per kWh (2)   | 0.010¢   |                            |
| Transmission Charge per kW  | \$2.84   |                            |
| Transmission Charge per kWh   | <del>0.678¢</del>  |                            |
| Non-Bypassable Transition Charge per kWh  | <del>(0.031¢)</del>  |                            |
| Energy Efficiency Programs per kWh (3)  | 0.619¢   |                            |
| LIHEAP Enhancement Charge per month   | <del>\$0.83</del>  |                            |
| Rates for Standard Offer Service (Optional)   |  |                            |
| Standard Offer per kWh  | per Standard Offer Service tariff  |                            |
|   |  |                            |
| (1) Includes Vegetation Management and Inspection<br>Maintenance Expense Charge of \$0.36 per kW, and ( |  | tion &                     |
| (2) Includes Renewable Generation Credit Surcharge  | <del>of 0.001¢ per kWh.</del>  |                            |
| (3) Includes Renewables Charge of 0.030¢ per kWh  |  |                            |
|   | et gross carnings tax or sales taxes (when ap<br>able, will appear on bills sent to customers. | <del>plicable).</del>      |
| Other Rate Clauses apply as usual.  |  |                            |

# AVAILABILITY

Electric delivery service shall be taken under this rate for all purposes by any customer who is placed on the rate by the Company in accordance with this paragraph. The Company shall place on this rate any customer who has a 12-month maximum Demand of 3,000 kW or greater. Delivery service can be taken under this rate by customers who do not meet the qualifications on a voluntary basis.

If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate. If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be delivered hereunder.

<u>New Customers</u>: Delivery service will initially be taken under this rate by any new customer who requests delivery service capability of 3,375 kVA or greater.

<u>Transfers From Rate G-62</u>: Any customer whose 12-month maximum demand is less than 2,700 kW for twelve consecutive months may elect to transfer from the 3,000 kW Demand Rate G-62 to another available rate.

Customers who can certify that their operations reflect a permanent reduction in demand to less than 2,700 kW may request a transfer from Rate G-62 effective the billing month following the Company's receipt of the Customer's written request. If, during the subsequent twelve (12) billing months, the Customer's demand exceeds 2,700 kW for any month, the Customer will be placed back on Rate G-62 on the next billing month and all bills issued to the Customer following its initial transfer from Rate G-62 will be recalculated as if the Customer had been billed on Rate G-62 and the Customer will be charged the difference.

This rate is also available to customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation and are therefore exempt from the backup service rates. However, any customer exempted from the backup service rates under this provision shall nevertheless be required to install metering pursuant to the backup service tariff that shall provide information on the operation of the generation unit.

## **MONTHLY CHARGE**

The Monthly Charge will be the sum of the Retail Delivery Service Charges set forth in the cover sheet of this tariff.

## PEAK, SHOULDER AND OFF-PEAK PERIODS

| PEAK HOURS: | June - September       | <br>8 a.m 10 p.m. Weekdays, |
|-------------|------------------------|-----------------------------|
|             | December - February    | <br>7 a.m 10 p.m. Weekdays  |
|             | October – November and |                             |
|             | March - May            | <br>8 a.m 9 p.m. Weekdays   |

#### OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

## Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.</u>

## Revenue Decoupling Mechanism Provision

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.</u>

# Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

# STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

## DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilowatts,
- b) 90% of the greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilovolt-amperes,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
   d) 10 kilowatts.

## **OPTIONAL DETERMINATION OF DEMAND**

A Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items (a), (b) and (d) above. In such case, the Distribution Charge per kW, the Transmission Charge per kW and the Transmission per kWh will be increased by 20% during any such period.

## **CREDIT FOR HIGH VOLTAGE DELIVERY**

If the Customer takes delivery at the Company's supply line voltage, not less than 2,400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 42 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.00 per kilowatt of the billing demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

The total amount of the credit allowed under this provision shall not exceed the sum of the Customer Charge, the Distribution Charge per kW and the Distribution Charge per kWh.

# HIGH-VOLTAGE METERING ADJUSTMENT

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

#### SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.42 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## **GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

Consistent with the gross receipts tax exemption provided in Section 44-13-35 of Rhode Island General Laws, eligible manufacturing customers will be exempt from the Gross Earnings Tax to the extent allowed by the Division of Taxation.

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(H7) of Rhode Island General Laws) indicating the customer's status as a manufacturer. If the Division of Taxation (or other Rhode Island taxing authority with jurisdiction) disallows any part or all of the exemption as it applies to a customer, the customer will be required to reimburse the Company in the amount of the credits provided to such customer which were disallowed, including any interest required to be paid by the Company to such authority.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2011-2012

#### THE NARRAGANSETT ELECTRIC COMPANY — ELECTRIC PROPULSION RATE (X-01) — HIGH VOLTAGE DELIVERY SERVICE

| HIGH VOLTAGE D                              |                                   | April 1, 2011 |
|---|-----------------------------------|---------------|
| R.I.P.U.C.                                  | <del>No. 2067</del>               |               |
| Monthly Charge As Adjusted                  |                                   |               |
| Rates for High Voltage Delivery Service     |                                   |               |
| Customer Charge per month                   | <del>\$16,500.00</del>            |               |
| Distribution Charge per kWh (1)             | <u> </u>                          |               |
| Transmission Charge per kW                  | <del>\$2.84</del>                 |               |
| Transmission Charge per kWh                 | <del></del>                       |               |
| Non-Bypassable Transition Charge per kWh    | (0.031¢)                          |               |
| Energy Efficiency Programs per kWh (2)      | <del></del>                       |               |
| LIHEAP Enhancement Charge per month         | <del>\$0.83</del>                 |               |
| Rates for Standard Offer Service (Optional) |                                   |               |
| Standard Offer per kWh                      | per Standard Offer Service tariff |               |
|   |                                   |               |
|   |                                   |               |
|   |                                   |               |
|   |                                   |               |
|   |                                   |               |
|   |                                   |               |

(1) Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.112¢ per kWh, Operating & Maintenance Factor of 0.158¢ per kWh, and CapEx Factor of \$0.012 per kWh.

(2) Includes Renewables Charge of 0.030¢ per kWh

# Tax Note: The rates listed above do not reflect gross earnings tax or sales taxes (when applicable). However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

## THE NARRAGANSETT ELECTRIC COMPANY **ELECTRIC PROPULSION RATE** (X-01) HIGH VOLTAGE DELIVERY SERVICE

## AVAILABILITY

This rate shall apply to any customer taking service for traction power at voltages of 69kV or greater.

#### MONTHLY CHARGE

The Monthly Charge will be the sum of the High Voltage Delivery Service Charges set forth in the cover sheet of this tariff.

#### PEAK AND OFF-PEAK PERIODS

| PEAK HOURS: | June - September       | 8 a.m 10 p.m. Weekdays, |
|-------------|------------------------|-------------------------|
|             | December - February    | 7 a.m 10 p.m. Weekdays  |
|             | October – November and |                         |
|             | March - May            | 8 a.m 9 p.m. Weekdays   |
|             |                        |                         |

OFF-PEAK HOURS: All other hours

Weekdays shall mean Monday through Friday, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## DEMAND

The Demand for each month under ordinary load conditions shall be the greatest of the following:

- a) The greatest peak occurring in such month during Peak hours as measured in kilowatts,
- b) 90% of the greatest peak occurring in such month during Peak hours as measured in kilovolt-amperes,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

Demand shall be measured in fifteen minute intervals.

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

# THE NARRAGANSETT ELECTRIC COMPANY **ELECTRIC PROPULSION RATE** (X-01) HIGH VOLTAGE DELIVERY SERVICE

#### Standard Offer Adjustment

The customer will pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the customer is taking or has taken Standard Offer Service.

# Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

## **Revenue Decoupling Mechanism Provision**

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

## Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

## STANDARD OFFER SERVICE

The customer may take Standard Offer Service pursuant to the terms of the Standard Offer Service tariff.

## HIGH VOLTAGE SERVICE AGREEMENT

As a condition for service at high voltage, the Company and the customer shall execute a service agreement that sets forth the terms and conditions for service, including as necessary any reasonable reliability and safety performance requirements and other just and reasonable terms and conditions for taking service, provided that such agreement is filed with the Commission for review and approval. If the Company and the customer are unable to

# THE NARRAGANSETT ELECTRIC COMPANY **ELECTRIC PROPULSION RATE** (X-01) HIGH VOLTAGE DELIVERY SERVICE

agree on the terms of such agreement, the Company has the right to file an unexecuted form of agreement for approval by the Commission, provided that a copy of the filing is served on the customer. The customer has the right to dispute the reasonableness of any terms of the agreement. The final terms of the form of agreement approved by the Commission (with any modifications the Commission may deem appropriate) will become a part of this tariff with respect to service for the customer when the customer commences taking service at high voltage.

# CONSTRUCTION REIMBURSEMENT PAYMENT

The customer shall be required to reimburse the Company for its capital costs incurred for the construction of facilities designed to serve the customer directly, which costs have been incurred prior to the commencement of commercial train service by the customer. Such reimbursement shall also include any applicable tax liability arising out of Internal Revenue Service requirements relating to contributions in aid of construction.

# **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

# TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof (including the high voltage service agreement), are a part of this rate.

# EFFECTIVE DATE OF RATES FOR SERVICE

The rates set forth in this tariff shall be charged to the customer, commencing on the date that the customer is scheduled to begin electric service from the customer's Warwick substation to run trains on its traction power system, or such other date that may be mutually agreeable to the customer and the Company. However, to the extent that the customer consumes any kilowatt-hours during any testing period, the customer shall pay all applicable charges under the Company's Standard Offer Service Tariff.

Effective: April 1, 20112012

## THE NARRAGANSETT ELECTRIC COMPANY <u>Effective</u> STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) April 1, 2011 RETAIL DELIVERY SERVICE

## R.I.P.U.C. No. 2068

Rates for Station Power Delivery and Reliability Service

Eligible Customers must select one of the two rate Options A or B below:

#### **Monthly Charges**

#### **OPTION A**

| Distribution Delivery Service Charge    | \$3,640.42 per month                   |
|---|--|
| <u>Non-Bypassable Transition Charge</u> | Higher of: (0.031¢) per kWh or \$3,500 |
| Energy Efficiency Programs per kWh (1)  | Higher of 0.619¢ per kWh or \$800      |
| LIHEAP Enhancement Charge per month     | <del>\$0.83</del>                      |

## **OPTION B**

| <u>Distribution Delivery Service Charge</u> | \$3,640.42 per month |
|---|----------------------|
| Non-Bypassable Transition Charge            | (0.031¢) per kWh     |
| Energy Efficiency Programs per kWh (1)      | 0.619¢ per kWh       |
| LIHEAP Enhancement Charge per month         | <del></del>          |

(1) Includes Renewables Charge of 0.030¢ per kWh

Tax Note:The rates listed above do not reflect gross earnings tax or sales taxes (when applicable). However, such<br/>taxes, when applicable, will appear on bills sent to customers.

# THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) RETAIL DELIVERY SERVICE

# AVAILABILITY

This service shall be available to all Customers meeting the following criteria:

- 1. The Customer is a "Merchant Generator" who owns and operates a generating facility with one or more generating units with an aggregate generating capacity of 50 MW or more and where all, or virtually all, of the electricity produced by the generating facility is delivered into the transmission grid for resale (net of any self-supplied Station Power);
- 2. The Customer's generating facility is interconnected directly or indirectly with high voltage facilities at 115 kV or greater where the high voltage facilities serving the customer are sized for deliveries into the transmission grid; and
- 3. The Customer receives deliveries of electricity from time to time directly or indirectly through the high voltage facilities to serve all or portion of the Customer's Station Power requirements at the generating facility.

This rate shall be mandatory for any Customer meeting the above listed criteria if such Customer arranges its own transmission service for delivery of Station Power into the generating facility, as described below under "Transmission Service Arrangements". Once a Customer takes service under this rate, the Customer may not choose to take service under a different rate without the consent of the Company.

# DEFINITIONS

As used in this tariff:

"Merchant Generator" means a person or entity that owns and operates an electric power production facility and sells the output from such facility (net of self-supplied Station Power), either directly or through a marketer, at wholesale through the transmission grid.

"Station Power" means electrical energy and/or capacity used by the Customer for heating, lighting, power for station auxiliaries, office equipment, and/or other power production operating purposes.

# **TYPE OF SERVICE**

Station Power Delivery and Reliability Service consists of delivery service through high voltage and/or other interconnected facilities to serve all or a portion of the Customer's Station Power requirements at the generating facilities.

## **DELIVERY POINT CONSOLIDATION**

If the Customer has more than one delivery point for station service deliveries into interrelated generating facilities, the Company may consolidate the metering and delivery points into one billing account for purposes of billing under this rate.

# THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) RETAIL DELIVERY SERVICE

#### MONTHLY CHARGE

Customers must select either Option A or Option B. The Monthly Charge will be the sum of the Station Power Delivery Service Charges stated on the cover sheet for the applicable option. Once a Customer selects an Option, the Customer must remain on that Option for 12 consecutive months before changing Options.

## BILLING DETERMINANTS FOR TRANSITION AND ENERGY EFFICIENCY CHARGES

#### Option A -- Monthly Netting

Under Option A, for purposes of determining whether the alternative kilowatt-hour charges apply for the Non-Bypassable Transition Charge and the Energy Efficiency Programs, the Company will net gross generator output against remotely supplied station service deliveries each month. The charge for each month for such components shall be the higher of (i) the fixed charge or (ii) the kilowatt-hour charge multiplied by the net kilowatt-hours delivered for the month if the deliveries exceed generation output for the month.

#### Option B – Hourly Netting

Under Option B, for purposes of determining the kilowatt-hour charges that apply for the Non-Bypassable Transition Charge and the Energy Efficiency Programs, the Company will net gross generator output against remotely supplied station service deliveries each hour. The charge for each month shall be the kilowatt-hour charge multiplied by the net kilowatt-hours delivered for the hour if the deliveries exceed generation output for such hour.

# RATE ADJUSTMENT CLAUSE APPLICABILITY

The Transition Charge Adjustment Provision, the Energy Efficiency Program Provision, the Standard Offer Adjustment Provision, and the Transmission Service Charge Adjustment Provision shall not apply to Option A of this Rate.

The Standard Offer Adjustment Provision and the Transmission Service Charge Adjustment Provision shall not apply to Option B of this Rate.

## Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

# THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) RETAIL DELIVERY SERVICE

# TRANSMISSION SERVICE ARRANGEMENTS

Any Customer served under this rate must make its own arrangements for transmission service to the Customer's generating facility for delivery of Station Power. Such arrangements must be made with the appropriate transmission provider(s) pursuant to a tariff or tariffs jurisdictional to the Federal Energy Regulatory Commission (FERC) in order to assure that the Company is not required to account for any load delivered into the Customer's facility for Station Power for transmission billings assessed on the Company pursuant to FERC jurisdictional transmission tariffs applicable to the Company. This transmission service is distinguishable and separate from transmission service or interconnection arrangements that permit the Customer to deliver output from the generating facility into the transmission grid.

## ARRANGEMENTS FOR GENERATION SERVICE

Any Customer served under this rate must either (1) establish a settlement account with ISO-New England, Inc., for power supply and must use the settlement account to arrange for any Station Power supply that is not self-supplied at the generating facility or (2) purchase electricity directly from a nonregulated power producer. By electing service under this tariff, the Customer agrees not to take service at any time under the Company's Last Resort Service or Standard Offer Service Tariffs.

# OTHER LOW VOLTAGE SERVICE EXCLUDED

Any Customer served under this rate who also is receiving Station Power service or other retail delivery service through a separate distribution feeder that is not associated with the facilities through which the Customer delivers generated electricity into the transmission system must take such delivery service through a separate applicable retail delivery service tariff that is separately metered and established as a separate account.

## **OTHER FACILITIES EXCLUDED**

This rate applies only to Station Power. The Customer may not use this rate to receive or provide power to other non-generation related facilities, the use of which falls outside of the definition of "Station Power", as defined in this rate.

# **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 20112012

| THE NARRAGANSETT ELEC                           | TRIC COMPANY          | Effective     |
|---|-----------------------|---------------|
| DECORATIVE STREET AND AREA L                    | GHTING SERVICE (S-06) | April 1, 2011 |
| RETAIL DELIVERY S                               | ERVICE                |               |
|   | <del>)69</del>        |               |
| Monthly Charge as Adjusted                      |                       |               |
| Rates for Retail Delivery Service               |                       |               |
| <u>Luminaire and Standard Charge</u>            | See tariff            |               |
| <u>— Distribution Charge per kWh (1)</u>        | <del></del>           |               |
| <u>Transmission Charge per kWh</u>              | <del>0.855¢</del>     |               |
| <u>Non-Bypassable Transition Charge per kWh</u> | <del>(0.031¢)</del>   |               |
| <u>Energy Efficiency Programs per kWh (2)</u>   | <u> </u>              |               |
| LIHEAP Enhancement Charge per month             | <del>\$0.83</del>     |               |
|   |                       |               |

Rates for Standard Offer Service (Optional)

<u>Standard Offer Service per kWh</u> per Standard Offer Service tariff

(1) Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.683¢ per kWh, Operating & Maintenance Factor of 0.898¢ per kWh, and CapEx Factor of 0.053¢ per kWh.

(2) Includes Renewables Charge of 0.030¢ per kWh

Tax Note:The rates listed above do not reflect gross earnings tax or sales taxes (when applicable).However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

## AVAILABILITY

Service is available under this rate for full service, underground served, decorative street and area lighting applications owned by the Company to any Customer, inclusive of municipalities, governmental entity, or other public authority, hereinafter referred to as Customer in accordance with the qualifications and the specifications hereinafter set forth:

- 1. For municipal-owned or accepted roadways, including those classified as "private areas", for which the municipal Customer has agreed to supply street and area lighting service.
- 2. Service under this rate is available to any Customer where the decorative street and area lighting facilities can be provided underground delivery service from existing secondary voltage circuits within a radial distance not to exceed 20 feet. For circumstances requiring underground delivery service in excess of 20 feet, the Customer is responsible to compensate the Company for such excess as a contribution in aid of construction in accordance with all applicable Company policies.
- 3. Service under this rate is contingent upon Company ownership and maintenance of the underground delivery service supplied decorative street and area lighting facilities.
- 4. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
- 5. Service under this rate is available to a private contractor, developer, or association of customers, wherein the municipality has agreed in writing to accept responsibility for future payment of such lights upon acceptance of applicable streets and areas.
- 6. In applications where revenue from the planned decorative street and area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide decorative street lighting service or the Customer agrees to compensate the Company for the incremental installation costs as a contribution in aid of construction in accordance with all applicable Company policies.
- 7. The permanent discontinuance of Decorative Street and Area Lighting Service is available under this tariff to any Customer that has complied with all provisions and terms of this tariff, any related service agreements and has requested permanent discontinuance, whereas, such discontinuance is the cessation of this tariff service and constitutes the complete removal or in-place retirement of the Company's facilities at the location at which this service is discontinued. Permanent discontinuance of service is further described below.
- 8. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified decorative street and area lighting facilities is the responsibility of the Customer.
- 9. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.

## I. DECORATIVE STREET AND AREA LIGHTING - FULL SERVICE

#### RATE

The annual charges below are applicable to all active or closed decorative street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

#### 1. Lum <u>inaire Charges</u>:

An annual charge as enumerated below in the schedule of luminaire assembly prices include luminaire, lamp, photoelectric control and all other components to facilitate its operation. The annual charge per luminaire type twin reflects two (2) luminaire assemblies and a post top decorative twin cross arm.

| Lamp Type                |            | Nomina        | 1           |                   | Annual | Annual<br>Luminaire |
|--------------------------|------------|---------------|-------------|-------------------|--------|---------------------|
| Luminaire Type Lum       | en         | Nomina        |             | 1 33 71           | Annual | Charge              |
| Lum inaire Style Rati    | ing Wa     | tta <u>ge</u> | Description | kWh               | per    | Unit                |
| High Pressure Sodium V   | apor       |               |             |                   |        |                     |
| Decorative Post Top      |            |               |             |                   |        |                     |
| Traditional              | 4,000      | 50            | DEC HPS     | TR 50W            | 255    | \$155.49            |
| Traditional              | 9,600      | 100           | DEC HPS     | TR 100W           | 493    | 156.80              |
| Aspen Grove              | 4,000      | 50            | DEC HPS     | AG 50W            | 255    | 239.39              |
| Aspen Grove              | 9,600      | 100           | DEC HPS     | AG 100W           | 493    | 241.52              |
| Williamsville            | 4,000      | 50            | DEC HPS     | WL 50W            | 255    | 269.63              |
| Williamsville            | 9,600      | 100           | DEC HPS     | WL 100W           | 493    | 273.09              |
|                          |            |               |             |                   |        |                     |
| Decorative Post Top - Ty | <u>win</u> |               |             |                   |        |                     |
| Traditional              | 4,000      | 50            | DEC HPS     | TR-TW 50W         | 510    | 334.84              |
| Traditional              | 9,600      | 100           | DEC HPS     | <b>TR-TW 100W</b> | 986    | 337.49              |
| Aspen Grove              | 4,000      | 50            | DEC HPS     | AG-TW 50W         | 510    | 502.64              |
| Aspen Grove              | 9,600      | 100           | DEC HPS     | <b>AG-TW 100W</b> | 986    | 506.93              |
| Williamsville            | 4,000      | 50            | DEC HPS     | WL-TW 50W         | 510    | 563.13              |
| Williamsville            | 9,600      | 100           | DEC HPS     | WL-TW 100W        | 986    | 570.08              |
|                          |            |               |             |                   |        |                     |

## 2. <u>Support and Accessory Charges:</u>

An additional annual charge as enumerated below in the schedule of support and accessory prices will be applied to the foregoing charges per luminaire type as stated in Section 1 -Luminaire Charges where the Company is requested to furnish a suitable decorative standard, foundation or other accessory and applicable underground delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

|                                    |                 | Annual   |
|------------------------------------|-----------------|----------|
| Service Type Support               |                 |          |
| Support <u>Type</u> Charge         |                 |          |
| Standar <u>d Style</u> Description |                 | per Unit |
|                                    |                 | _        |
| Underground Service                |                 |          |
| Decorative Standard                |                 |          |
| Villager with Foundation           | DEC VILL PT/FDN | \$607.38 |
| Washington with Foundation         | DEC WASH PT/FDN | 631.69   |
| -                                  |                 |          |

Accessory Type

None

#### 3. <u>Other Fees and Charges:</u>

Additional fees or charges as enumerated below in the schedule of fee and charge prices will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

Fee or Charge Type

Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service.

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

## Revenue Decoupling Mechanism Provision

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.</u>

Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

## **STANDARD OFFER SERVICE**

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

## **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### HOURS OF OPERATION

All decorative street and area lights will be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, referred to as dusk-to-dawn, a total of approximately 4,175 hours each year.

#### DETERMINATION OF MONTHLY BILL FOR DECORATIVE STREET AND AREA LIGHTING

The monthly bill will be based on the following:

#### 1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

#### 2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and include the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Monthly Operating Hours

| January  | 442 | July      | 267 |
|----------|-----|-----------|-----|
| February | 367 | August    | 301 |
| March    | 363 | September | 338 |
| April    | 309 | October   | 392 |
| May      | 280 | November  | 418 |
| June     | 251 | December  | 447 |

#### 3. <u>Other Fees and Charges</u>

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

## **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component

such as pole, standard, luminaire or conductors, being broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

## ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other,

non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined within this tariff.

#### RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

## FAILURE OF LIGHTS TO OPERATE

Should any light or lights, which are owned and maintained by the Company, fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof, as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of nature or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

#### LOCATION OF DECORATIVE STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where decorative street and area lights will be placed and the type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/luminaires selected by the Customer or the adequacy of the resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by others associated with the facilitation of service under this rate are the responsibility of the Customer.

## **RELOCATION OF DECORATIVE LIGHTING FACILITIES**

A Customer may request the relocation of existing decorative street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as

required, the relocation of existing facilities, any electric system reconfiguration and all site restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

## **DISCLAIMER OF LIABILITY**

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of the Company's obligations to the Customer under this section.

#### PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue decorative street and area lighting facilities, owned by the Company, at no cost to the Customer, limited to a quantity not to exceed one (1) percent of the total number of decorative lighting assemblies assigned to the Customer's billing account under this tariff within the given calendar year. The request by a Customer for the permanent discontinuance of decorative street and area lighting in excess of one (1) percent as stated above may be performed by mutual agreement upon payment by the Customer to the Company in an amount equal to the sum of the unamortized balance of the original installation costs, removal or restoration costs and any street light system reconfiguration costs to maintain all other active lights.

## **TERM OF AGREEMENT**

The initial term of agreement for Decorative Street and Area Lighting service under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 2011 2012

| THE NARRAGANSETT ELE                            | <u>Effective</u>   |                      |
|---|--------------------|----------------------|
| LIMITED SERVICE – PRIVA     RETAIL DELIVERY     |                    | <u>April 1, 2011</u> |
|   | <del>-2070</del>   |                      |
| Monthly Charge As Adjusted                      |                    |                      |
| Rates for Retail Delivery Services              |                    |                      |
| Luminaire and Standard Charge                   | See tariff         |                      |
| <u>—————————————————————————————————————</u>    |                    | <del>0.269¢</del>    |
| Transmission Charge per kWh                     | <del>0.855¢</del>  |                      |
| <u>Non-Bypassable Transition Charge per kWh</u> | (0.031¢)           |                      |
| Energy Efficiency Programs per kWh (2)          | 0.619¢             |                      |
| <u>LIHEAP Enhancement Charge per month</u>      | <del>\$0.83</del>  |                      |
|   |                    |                      |
| Rates for Standard Offer Service (Optional)     |                    |                      |
| Standard Offer Service per kWh                  | per Standard Offer | Service tariff       |

(2) Includes Renewables Charge of 0.030¢ per kWh

**Tax Note:** The rates listed above do not reflect gross earnings tax or sales taxes (when applicable). However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

<sup>(1)</sup> Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.683¢ per kWh, Operating & Maintenance Factor of 0.898¢ per kWh, and CapEx Factor of 0.053¢ per kWh.

# THE NARRAGANSETT ELECTRIC COMPANY LIMITED SERVICE - PRIVATE LIGHTING (S-10) RETAIL DELIVERY SERVICE

# AVAILABILITY

Private lighting and floodlighting service under this rate is restricted to those locations having existing service on the effective date of this service offering. No new or additional private lighting customers are permitted on this rate, except for a new private lighting customer at a location that was previously served under this rate may request continuation of service under this rate provided that the request is made within a reasonable time of the new customer occupying the service location and the lighting facilities have not otherwise been removed by the Company.

- 1. Service under this rate is available where the necessary lighting facilities can be supported on the Company's existing utility infrastructure and provided delivery service at the appropriate secondary voltage, or as necessary, additional wood poles may be furnished in place in accordance with the schedule of Support and Accessory Charges listed below under RATE, Section 2, provided no such pole is more than one span from an existing overhead secondary facility.
- 2. Service under this rate is available where the selected Company lighting facilities require underground delivery service at the appropriate secondary voltage and are within a radial distance not to exceed 20 feet. In circumstances requiring underground delivery service in excess of 20 feet, the Customer is responsible to compensate the Company for such excess as a contribution in aid of construction in accordance with all applicable Company policies.
- 3. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting facilities.
- 4. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
- 5. In applications where revenue from the planned street and area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide private lighting service or the Customer agrees to compensate the Company for the incremental costs as a contribution in aid of construction in accordance with all applicable Company policies.
- 6. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified street and area lighting facilities is the responsibility of the Customer.
- 7. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.
- 8. Customers receiving private area lighting service under this rate may request the addition, change or replacement of lighting facilities at the existing service location with facilities available as of the effective date of this tariff. The Company shall take reasonable actions to facilitate the Customer's request following all applicable provisions of this tariff.

## THE NARRAGANSETT ELECTRIC COMPANY LIMITED SERVICE - PRIVATE LIGHTING (S-10) RETAIL DELIVERY SERVICE

# RATE

The annual charges below are applicable to all street and area lighting facilities:

# 1. <u>Luminaire Charges</u>:

| Lamp Type<br>Lum <u>inaire Type</u> Lu |                    | Nominal |                     | Annual     | Annual<br>Luminaire<br>Charge |
|--|--------------------|---------|---------------------|------------|-------------------------------|
| Rating                                 | Wa                 | ttage   | Description kWh     |            | Per Unit                      |
| <u>Incandescent*</u><br>Roadway        | 1,000*             | 105     | LUM INC RWY 105W    | 438        | \$69.46                       |
| Mercury Vapor*                         | ,                  |         |                     |            |                               |
|  |                    |         |                     |            |                               |
| Roadway                                | 4,400*             | 100     | LUM MV RWY 100W     | 543        | 69.46                         |
|  | 4,400*<br>8,500*   | 100     | LUM MV RWY 175W     | 343<br>881 | 72.63                         |
|  | 23,000*            | 400     | LUM MV RWY 400W     | 1,991      | 120.39                        |
|  | 23,000*<br>63,000* | 400     | LUM MV RWY 1000W    | 4,572      | 163.46                        |
| Floodlight                             | 03,000             | 1,000   |                     | 4,372      | 105.40                        |
| riooungin                              | 23,000*            | 400     | LUM MV FLD 400W     | 1,991      | 143.14                        |
|  | 23,000<br>63,000*  | 1,000   | LUM MV FLD 1000W    | 4,572      | 181.37                        |
|  | 05,000             | 1,000   |                     | 1,572      | 101.57                        |
| High Pressure Sodium                   | <u>Vapor</u>       |         |                     |            |                               |
| Roadway                                | _                  |         |                     |            |                               |
|  | 4,000              | 50      | LUM HPS RWY 50W     | 255        | 69.46                         |
|  | 6,300              | 70      | LUM HPS RWY 70W     | 359        | 69.72                         |
|  | 9,600              | 100     | LUM HPS RWY 100W    | 493        | 72.63                         |
| 16,000                                 | 150                |         | LUM HPS RWY 150W    | 722        | 72.63                         |
|  | 27,500             | 250     | LUM HPS RWY 250W    | 1,269      | 120.39                        |
|  | 50,000             | 400     | LUM HPS RWY 400W    | 1,962      | 163.46                        |
| Wallighter                             |                    |         |                     |            |                               |
| -                                      | 500 (24 hr)        | 250     | WALL HPS 250W 24 HR | 2,663      | 172.21                        |
| Floodlight                             |                    |         |                     |            |                               |
|  | 27,500             | 250     | LUM HPS FLD 250W    | 1,269      | 143.14                        |
|  | 50,000             | 400     | LUM HPS FLD 400W    | 1,962      | 181.37                        |
| Post Top                               |                    |         |                     |            |                               |
|  | 4,000*             | 50      | LUM HPS POST 50W    | 255        | 155.49                        |
|  | 9,600*             | 100     | LUM HPS POST 100W   | 493        | 156.80                        |
| Shoebox                                |                    | 100     |                     | 40.0       |                               |
|  | 9,600*             | 100     | LUM HPS REC 100W-C1 | 493        | 92.30                         |
| Metal Halide                           |                    |         |                     |            |                               |
| Floodlight                             | 22 000             | 400     |                     | 1.002      | 101.25                        |
|  | 32,000             | 400     | LUM MH FLD 400W     | 1,883      | 181.37                        |
|  | 107,800*           | 1,000   | LUM MH FLD 1000W    | 4,502      | 181.37                        |

# THE NARRAGANSETT ELECTRIC COMPANY LIMITED SERVICE - PRIVATE LIGHTING (S-10) RETAIL DELIVERY SERVICE

# RATE (Continued)

\* No further installation or replacement of the designated luminaires will take place after the effective date of this rate.

#### 2. Support and Accessory Charge

An additional annual charge as enumerated below in the schedule of support and accessory charges will be applied to the foregoing charges per luminaire type as stated in Section 1 – Luminaire Charges where the Company is requested to furnish a suitable wood pole, standard, foundation or other accessory and applicable delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

| <u>Service Type</u><br>Support Type                                   | Description         | Annual<br>Support<br>Charge<br><u>Per Unit</u> |
|---|---------------------|--|
|   |                     |  |
| <u>Overhead Service</u><br>Non-Di <u>stribution</u> Pole<br>Wood Pole | POLE-WOOD           | \$77.81  |
| Underground Service   |                     |  |
| Non-Metallic Standard   |                     |  |
| Fiberglass without Foundation*  | POLE FIBR PT EMB<25 | 105.72   |
| Fiberglass with Foundation <25 ft.                                    | POLE FIBER RWY <25' | 162.86   |
| Fiberglass with Foundation $=>25$ ft.                                 | POLE FIBER RWY =>25 | 185.67   |
| Metallic Standard<br>Metallic with Foundation                         | POLE METAL =>25FT   | 304.55   |
| Accessory Type  |                     |  |

None

## 3. <u>Other Fees and Charges</u>

Additional fees or will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company, the conditions which created the need for the Customer request were determined to be the result of the Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

#### Fee or Charge Type

#### Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

#### Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

## Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

## Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

## LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

## **Revenue Decoupling Mechanism Provision**

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

## Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

## STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### HOURS OF OPERATION

All lights shall be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

## DETERMINATION OF MONTHLY BILL FOR LIMITED SERVICE – PRIVATE LIGHTING

The monthly bill will be based on the following:

#### 1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

#### 2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and include the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Monthly Operating Hours

| January  | 442 | July      | 267 |
|----------|-----|-----------|-----|
| February | 367 | August    | 301 |
| March    | 363 | September | 338 |
| April    | 309 | October   | 392 |
| May      | 280 | November  | 418 |
| June     | 251 | December  | 447 |

## 3. <u>Other Fees and Charges</u>

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between

the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

## **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts shall be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component such as wood pole, standard, lamp, luminaire, accessory or conductors, being broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

#### ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined within this tariff.

#### RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

## FAILURE OF LIGHTS TO OPERATE

Should any light or lights, which are owned and maintained by the Company, fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof, as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of nature or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

## LOCATION OF STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where street and area lights will be placed and the type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/luminaires selected by the Customer or the adequacy of the resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by others associated with the facilitation of service under this rate are the responsibility of the Customer.

## **RELOCATION OF LIGHTING FACILITIES**

A Customer may request the relocation of existing street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The

Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as required, the relocation of existing facilities, any electric system reconfiguration and all site restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

## **DISCLAIMER OF LIABILITY**

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of Company's obligations to Customer under this section.

## **TERM OF AGREEMENT**

The initial term of agreement for Private Lighting service under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

## **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 20112012

| THE NARRAGANSETT ELI  | Effective                         |                           |
|---|-----------------------------------|---------------------------|
| GENERAL STREET AND AREA L<br>RETAIL DELIVERY                                      | <u>April 1, 2011</u>              |                           |
|   | -2071                             |                           |
| Monthly Charge As Adjusted  |                                   |                           |
| The following energy-related charges are for the General Stre<br>Section I below. | et and Area Lighting – Full Servi | <del>ce as shown in</del> |
| Rates for Retail Delivery Services  |                                   |                           |
| Luminaire And Standard Charge   | See tariff                        |                           |
| Distribution Charge per kWh (1)   | <del>0.269¢</del>                 |                           |
| Transmission Charge per kWh   | <del>0.855¢</del>                 |                           |
| <u>Non-Bypassable Transition Charge per kWh</u>                                   | <del>(0.031¢)</del>               |                           |
| Energy Efficiency Programs per kWh (2)  | <u> </u>                          |                           |
| <u>LIHEAP Enhancement Charge per month</u>  | <del>\$0.83</del>                 |                           |
| Rates for Standard Offer Service (Optional)                                       |                                   |                           |
| Standard Offer Service per kWh  | per Standard Offer Se             | rvice tariff              |

(2) Includes Renewables Charge of 0.030¢ per kWh

# Tax Note:The rates listed above do not reflect gross earnings tax or sales taxes (when applicable).However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

<sup>(1)</sup> Includes Renewable Generation Credit Surcharge of 0.001¢ per kWh, Vegetation Management and Inspection & Maintenance Credit of 0.683¢ per kWh, Operating & Maintenance Factor of 0.898¢ per kWh, and CapEx Factor of 0.053¢ per kWh.

## AVAILABILITY

General Street and Area Lighting Service is available under this rate to any city, town, governmental entity, or other public authority hereinafter referred to as the Customer, in accordance with the provisions and the specifications hereinafter set forth:

- 1. For municipal-owned or accepted roadways, including those classified as "private areas" for which a municipal Customer has agreed to supply street and area lighting service.
- 2. Service under this rate is contingent upon Company ownership and maintenance of street and area lighting facilities.
- 3. Service under this rate is not available for locations inaccessible by standard Company motorized equipment, limited access highways, bridges, tunnels and the access and egress ramps thereto.
- 4. Service under this rate is available to a private contractor, developer, or association of customers, wherein the municipality has agreed in writing to accept responsibility for future payment of such lights upon acceptance of applicable streets and areas.
- 5. Street and area lighting is available under this rate to any Customer where the necessary luminaires can be supported on the Company's existing poles and where such service can be supplied directly from existing secondary voltage circuits. Where the necessary luminaires cannot be supported on existing utility infrastructure, wood poles may be furnished in place in accordance with the schedule of Support and Accessory Charges listed below under RATE, Section 2, provided no such pole is more than one span from an existing secondary distribution facility.
- 6. In applications where revenue from the planned street or area lighting facilities will be insufficient to compensate for the excessive incremental installation costs associated with, but not limited to, rock excavation or hardscape restoration, the Company, at its sole discretion, may elect not to provide street or area lighting service or the Customer agrees to compensate the Company for the incremental installation costs as a contribution in aid of construction in accordance with all applicable Company policies.
- 7. Temporary Turn Off Service under this tariff is available to any municipal Customer that has requested to temporarily discontinue street and area lighting service received under this rate. Temporary Turn Off Service under this tariff provides for the Company's lighting facilities to remain in place in anticipation of reinstatement of General Street and Area Lighting Full Service. The Customer shall be allowed to temporarily turn off General Street and Area Lighting Full Service and will be billed under this tariff in accordance with the Temporary Turn Off Service provision included in this tariff, provided that the Customer has complied with all provisions and terms of the Company's General Street and Area Lighting Full Service agreements.
- 8. The permanent discontinuance of General Street and Area Lighting Service is available under this tariff to any Customer that has complied with all provisions and terms of this tariff, any related service agreements and has requested permanent discontinuance, whereas, such discontinuance is the cessation of this tariff service and constitutes the complete removal or in-place retirement of the Company's facilities at the location at which this service is discontinued. Permanent discontinuance of service is further described below.

- 9. The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified street and area lighting facilities is the responsibility of the Customer.
- 10. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.

## I. GENERAL STREET AND AREA LIGHTING – FULL SERVICE

## RATE

The annual charges below are applicable to all street and area lighting facilities that have not been discontinued, permanently or temporarily, at the request of the Customer.

#### 1. <u>Luminaire Charges</u>:

| Lamp Type<br>Lum inaire Type Lum  |          | Nominal<br>ttage | Description kWh  | Annual | Annual<br>Luminaire<br>Charge<br><u>Per Unit</u> |
|-----------------------------------|----------|------------------|------------------|--------|--|
| Incandescent*<br>Roadway          |          |                  |                  |        |  |
| -                                 | 1,000*   | 105              | LUM INC RWY 105W | 438    | \$69.46  |
|                                   | 2,500*   | 205              | LUM INC RWY 205W | 856    | 69.46  |
| <u>Mercury Vapor*</u><br>Roadway  |          |                  |                  |        |  |
|                                   | 4,400*   | 100              | LUM MV RWY 100W  | 543    | 69.46  |
|                                   | 8,500*   | 175              | LUM MV RWY 175W  | 881    | 72.63  |
|                                   | 13,000*  | 250              | LUM MV RWY 250W  | 1,282  | 72.63  |
|                                   | 23,000*  | 400              | LUM MV RWY 400W  | 1,991  | 120.39   |
|                                   | 63,000*  | 1,000            | LUM MV RWY 1000W | 4,572  | 163.46   |
| Floodlight                        |          |                  |                  |        |  |
|                                   | 23,000*  | 400              | LUM MV FLD 400W  | 1,991  | 143.14   |
|                                   | 63,000*  | 1,000            | LUM MV FLD 1000W | 4,572  | 181.37   |
| Post Top                          |          |                  |                  |        |  |
|                                   | 8,500*   | 175              | LUM MV POST 175W | 881    | 156.80   |
| <u>Metal Halide</u><br>Floodlight |          |                  |                  |        |  |
|                                   | 32,000   | 400              | LUM MH FLD 400W  | 1,883  | 181.37   |
|                                   | 107,800* | 1,000            | LUM MH FLD 1000W | 4,502  | 181.37   |

#### RATE (Continued)

| <u>Lamp Type</u><br>Lu <u>m inaire Type</u> Lum | en         | Nominal       |                     | Annual | Annual<br>Luminaire<br>Charge |
|---|------------|---------------|---------------------|--------|-------------------------------|
|   | Rating Wat | tta <u>ge</u> | Description kWh     |        | Per Unit                      |
| High Pressure Sodium Va                         | por        |               |                     |        |                               |
| Roadway   | <u> </u>   |               |                     |        |                               |
| -   | 4,000      | 50            | LUM HPS RWY 50W     | 255    | \$69.46                       |
|   | 6,300      | 70            | LUM HPS RWY 70W     | 359    | 69.72                         |
|   | 9,600      | 100           | LUM HPS RWY 100W    | 493    | 72.63                         |
|   | 16,000     | 150           | LUM HPS RWY 150W    | 722    | 72.63                         |
|   | 27,500     | 250           | LUM HPS RWY 250W    | 1,269  | 120.39                        |
|   | 50,000     | 400           | LUM HPS RWY 400W    | 1,962  | 163.46                        |
| Wallighter                                      |            |               |                     |        |                               |
| 27,500  | ) (24 Hr)  | 250           | WALL HPS 250W 24 HR | 2,663  | 172.21                        |
| Post Top  |            |               |                     |        |                               |
|   | 4,000**    | 50            | LUM HPS POST 50W    | 255    | 155.49                        |
|   | 9,600**    | 100           | LUM HPS POST 100W   | 493    | 156.80                        |
| Floodlight                                      | -          |               |                     |        |                               |
| -   | 27,500     | 250           | LUM HPS FLD 250W    | 1,269  | 143.14                        |
|   | 50,000     | 400           | LUM HPS FLD 400W    | 1,962  | 181.37                        |
|   |            |               |                     |        |                               |

\* No further installation or replacement of designated luminaires will take place after the effective date of this rate. Conversion of existing Incandescent or Mercury Vapor luminaires to an equivalent High Pressure Sodium Vapor luminaire may also be done at the request of the Customer.

\*\* Post top luminaire installations will only be permitted for the "Traditional" luminaire style and only in underground development areas after the effective date of this rate.

#### 2. <u>Support and Accessory Charges</u>:

An additional annual charge as enumerated below in the schedule of support and accessory charges will be applied to the foregoing charges per luminaire type as stated in Section 1 – Luminaire Charges, where the Company is requested to furnish a suitable wood pole, standard, foundation or other accessory, and applicable delivery service as identified below, for the sole purpose of supporting a luminaire assembly.

## RATE (Continued)

| <u>Service Type</u><br>Support Type                                   | <u>Description</u>      | Annual<br>Support<br>Charge<br><u>Per Unit</u> |
|---|-------------------------|--|
| <u>Overhead Service</u><br>Non-Di <u>stribution</u> Pole<br>Wood Pole | POLE-WOOD               | \$77.81  |
| Underground Service   |                         |  |
| Non-Metallic Standard   |                         |  |
| Fiberglass without Foundation*  | POLE FIBR PT EMB<25     | 105.72   |
| Fiberglass with Foundation <25 feet                                   | POLE FIBER PT <25'      | 162.86   |
|   | (Or) POLE FIBER RWY<25' | 162.86   |
| Fiberglass with Foundation $=>25$ feet                                | POLE FIBER RWY =>25     | 185.67   |
| Metallic Standard   |                         |  |
| Metallic Direct Embedded (No Fdn.)*                                   | POLE METAL EMBEDDED     | 253.37   |
| Metallic with Foundation  | POLE METAL =>25FT       | 304.55   |

\* No further installation or relocation of the designated support will take place after the effective date of this rate.

Accessory Type None

#### 3. <u>Other Fees and Charges</u>:

Additional fees or charges as enumerated below in the schedule of fee and charge prices will be applied per unit application pursuant to applicable Customer requests and/or in association with terms and conditions of separate agreements specific to attachments to the foregoing support types as stated in Section 2 – Support and Accessory Charges. Applicable charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

Fee or Charge Type

Lighting Service Charge

Charge Amount

See Terms and Conditions for Distribution Service

## **RATE ADJUSTMENT PROVISIONS**

#### Transmission Service Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Transmission Service Cost Adjustment Provision.

#### Transition Charge Adjustment

The prices under this rate as set forth under "Monthly Charge" may be adjusted from time to time in the manner described in the Company's Non-Bypassable Transition Charge Adjustment Provision.

#### Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company's Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

## Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Energy Efficiency Program Provision as from time to time effective in accordance with law.

#### Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

#### Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Customer Credit Provision as from time to time effective in accordance with law.

#### LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

#### **Revenue Decoupling Mechanism Provision**

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.</u>

#### Net Metering Provision and Qualifying Facilities Power Purchase Rate

<u>The amount determined under the preceding provisions shall be adjusted in accordance with the</u> <u>Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective</u> <u>in accordance with law.</u>

## STANDARD OFFER SERVICE

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

#### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

#### HOURS OF OPERATION

All street and area lights shall be operated through the use of a photoelectric device nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

# DETERMINATION OF MONTHLY BILL FOR GENERAL STREET AND AREA LIGHTING – FULL SERVICE

The monthly bill will be based on the following:

#### 1. Facility Charges

The Luminaire Charges and the Support and Accessory Charges will be based on the annual rates above divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

## 2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and include the watts for the ballast and photoelectric control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for lights among the months, as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

#### Monthly Operating Hours

| January  | 442 | July      | 267 |
|----------|-----|-----------|-----|
| February | 367 | August    | 301 |
| March    | 363 | September | 338 |
| April    | 309 | October   | 392 |
| May      | 280 | November  | 418 |
| June     | 251 | December  | 447 |

3. <u>Other Fees and Charges</u>

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreement or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer's bill.

## DISCLAIMER OF LIABILITY

The Company's duties and obligations under this tariff extend only to the Customer, and not to any third parties. The Company does not assume and specifically disclaims any liability to third parties arising out of Company's obligations to Customer under this section.

## **EXCESSIVE DAMAGE**

Excessive damage due to wanton or malicious acts shall be charged to the Customer at the actual cost of labor and material required to repair or replace the unit. Excessive damage is defined as any lighting facility component such as pole, standard, lamp, luminaire, accessory or conductors being broken or damaged more than once in a twelve month period. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

## ATTACHMENTS

The Company has exclusive rights of ownership of the facilities defined within this tariff and reserves the privilege and sole discretion to permit the use of such facilities for the support and physical attachment of other, non-company owned equipment under the terms and conditions of a separate agreement or license. The Company may, at its sole discretion, provide electric delivery service as applicable under another tariff. The Company will have no responsibility for the attachments except as defined in the separate agreement or license. The attachment will not adversely impact the street and area lighting as defined in this tariff.

## RELAMPING

All inoperable lamps which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of inoperable lamps.

## FAILURE OF LIGHTS TO OPERATE

Should any light or lights, which are owned and maintained by the Company, fail to operate the full period provided therefore, except as hereinafter specified, a deduction will be made from the charges under this rate, other than the Support and Accessory Charge, for such light or lights, upon presentation of a claim therefore from the Customer, equivalent to such part of the annual price thereof, as is equal to the ratio that the time of any outage bears to the annual operating time of such light or lights. The provisions of this paragraph will apply only if such failure is due to some cause or condition which might reasonably have been prevented by the Company and without limiting the generality of the foregoing will not apply in case such failure is due to an act of nature or an act or order of any public authority or accidental or malicious breakage; provided, however, that in the latter case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

## LOCATION OF STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where street and area lights will be placed and the

type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/luminaires selected by the Customer or the adequacy of the others associated with the facilitation of service under this rate are the responsibility of the Customer.

resulting lighting. The Customer, by requesting and accepting service under this rate, hereby shall provide, grant and confer to the Company, all necessary easement, rights-of-way and/or consent rights and privileges as is necessary to provide such service in a manner satisfactory to the Company. All applicable permits, fees and/or other charges by

## PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

A Customer may permanently discontinue lighting facilities, owned by the Company, at no cost to the Customer, limited to a quantity not to exceed one (1) percent of the total number of lighting assemblies assigned to the Customer's billing account under this tariff within the given calendar year. The request by a Customer for the permanent discontinuance of the lighting in excess of one (1) percent as stated above may be performed by mutual agreement upon payment by the Customer to the Company in an amount equal to the sum of the unamortized balance of the original installation cost, removal and restoration costs, and any street light reconfiguration costs to maintain all other active lights.

## **RELOCATION OF LIGHTING FACILITIES**

A Customer may request the relocation of existing street and area lighting facilities, owned by the Company, to another Customer specified location which meets all aforementioned terms and conditions of this tariff. The Customer will be responsible for all costs associated with the relocation as determined by the Company including but not limited to the removal/retirement costs of non-transferable facilities, the installation of new facilities as required, the relocation of existing facilities, any electric system reconfiguration and all site restoration. The relocated facilities will continue to be billed under the Customer account as originally represented prior to relocation.

## **TERM OF AGREEMENT**

The initial term of agreement for General Street and Area Lighting Service under this tariff is two (2) years. Upon expiration of the initial term, the agreement will be continuously renewed until such time as either party has given to the other written notice, not less than six (6) months prior to the date on which the party desires to have the agreement terminated.

#### **TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

## II. GENERAL STREET AND AREA LIGHTING – TEMPORARY TURN OFF SERVICE

## RATE

Upon the Company's temporary turn-off of retail delivery service to municipal Customers requesting temporary turn off of the Company's street and area lighting facilities, the Company shall bill the municipal Customer the following charges for the temporary turn off.

#### 1. Luminaire Charges:

|                            |          |         |                    |        | Annual    |
|----------------------------|----------|---------|--------------------|--------|-----------|
|                            |          |         |                    |        | Temporary |
| <u>Lamp Type</u>           |          |         |                    |        | Turn Off  |
| Lum <u>inaire Type</u> Lum | en       | Nominal |                    | Annual | Charge    |
|                            | Rating V | Vattage | Description kWh    |        | per Unit  |
|                            | -        | _       | _                  |        | -         |
| <u>Incandescent</u>        |          |         |                    |        |           |
| Roadway                    |          |         |                    |        |           |
|                            | 1,000    | 105     | LUM INC RWY 105WTT | n/a    | \$41.68   |
|                            | 2,500    | 205     | LUM INC RWY 205WTT | n/a    | 41.68     |
|                            |          |         |                    |        |           |
| Mercury Vapor              |          |         |                    |        |           |
| Roadway                    |          |         |                    |        |           |
|                            | 4,400    | 100     | LUM MV RWY 100W TT | n/a    | 41.68     |
|                            | 8,500    | 175     | LUM MV RWY 175W TT | n/a    | 43.58     |
| 1                          | 13,000   | 250     | LUM MV RWY 250W TT | n/a    | 43.58     |
|                            | 23,000   | 400     | LUM MV RWY 400W TT | n/a    | 72.23     |
| (                          | 53,000   | 1,000   | LUM MV RWY 1000WT  | Г n/a  | 98.08     |

## THE NARRAGANSETT ELECTRIC COMPANY GENERAL STREET AND AREA LIGHTING SERVICE (S-14) RETAIL DELIVERY SERVICE

# RATE (Continued)

|                                 |                   |             |   |            | Annual          |
|---------------------------------|-------------------|-------------|---|------------|-----------------|
|                                 |                   |             |   |            | Temporary       |
| <u>Lamp Type</u>                |                   |             |   |            | Turn Off        |
| Lum <u>inaire T</u>             | <u>ype</u> Lum en | Nominal     |   | Annual     | Charge          |
|                                 | <u>Rating</u> W   | Vattage     | Description kWh                           |            | <u>per Unit</u> |
| Maraumi Vanar (C                | antinuad)         |             |   |            |                 |
| Mercury Vapor (Co<br>Floodlight | <u>Sittinued)</u> |             |   |            |                 |
| Flooungin                       | 23,000            | 400         | LUM MV FLD 400W TT                        | n/a        | \$85.88         |
|                                 | 63,000            | 1,000       | LUM MV FLD 1000WTT                        | n/a<br>n/a | 108.82          |
| Post Top                        | 05,000            | 1,000       |   | 11/ a      | 100.02          |
| 1050 100                        | 8,500             | 175         | LUM MV POST 175W TT                       | n/a        | 94.08           |
| Matal Halida                    |                   |             |   |            |                 |
| Metal Halide                    |                   |             |   |            |                 |
| Floodlight                      | 22 000            | 400         |   |            | 100.00          |
|                                 | 32,000<br>107,800 | 400         | LUM MH FLD 400W TT<br>LUM MH FLD 1000W TT | n/a        | 108.82          |
|                                 | 107,800           | 1,000       | LUM MH FLD 1000W 11                       | n/a        | 108.82          |
| High Pressure Sodi              | um Vapor          |             |   |            |                 |
| Roadway                         | <u></u>           |             |   |            |                 |
| <b>,</b>                        | 4,000             | 50          | LUM HPS RWY 50W TT                        | n/a        | 41.68           |
|                                 | 6,300             | 70          | LUM HPS RWY 70W TT                        | n/a        | 41.83           |
|                                 | 9,600             | 100         | LUM HPS RWY 100W TT                       |            | 43.58           |
|                                 | 16,000            | 150         | LUM HPS RWY 150W TT                       |            | 43.58           |
|                                 | 27,500            | 250         | LUM HPS RWY 250W TT                       |            | 72.23           |
|                                 | 50,000            | 400         | LUM HPS RWY 400W TT                       | n/a        | 98.08           |
| Wallighter                      |                   |             |   |            |                 |
|                                 | 27,500 (24 Hr)    | 250         | WALL HPS 250W 24 TT                       | n/a        | 103.33          |
| Post Top                        |                   |             |   |            |                 |
|                                 | 4,000             | 50          | LUM HPS POST 50W TT                       | n/a        | 93.29           |
|                                 | 9,600             | 100         | LUM HPS POST 100W T                       | Г n/a      | 94.08           |
| Floodlight                      |                   |             |   |            |                 |
|                                 | 27,500            | 250         | LUM HPS FLD 250W TT                       | n/a        | 85.88           |
|                                 | 50,000            | 400         | LUM HPS FLD 400W TT                       | n/a        | 108.82          |
| 2 Support on                    | d Aggagggru Char  | 200:        |   |            |                 |
| 2. <u>Support an</u>            | d Accessory Charg | <u>285.</u> |   |            | Annual          |
|                                 |                   |             |   |            | Temporary       |
|                                 |                   |             |   |            | Turn Off        |
|                                 |                   |             |   |            | Support         |
| Service Type                    |                   |             |   |            | Charge          |
|                                 | <u>vpe</u>        |             | Description                               |            | per Unit        |
| Suppor <u>i I</u> y             |                   |             |   |            | per ont         |
| Overhead Service                |                   |             |   |            |                 |
| Non-Distribution                | Pole              |             |   |            |                 |
| Wood Pole                       | •                 |             | POLE – WOOD TEMPOF                        | F          | \$77.81         |

## RATE (Continued)

|                                       |                          | Annual<br>Temporary   |
|---------------------------------------|--------------------------|-----------------------|
|                                       |                          | Turn Off              |
|                                       |                          | Support               |
| Service Type                          |                          | Charge                |
| Support Type                          | Description              | per Unit              |
| Underground Service                   |                          |                       |
| Non-Metallic Standard                 |                          |                       |
| Fiberglass without Foundation         | POLE FIBR EMB<25TT       | \$105.72              |
| Fiberglass with Foundation $< 25$ ft. | POLE FIBER PT <25TT      | 162.86                |
|                                       | (Or) POLE FIBER RWY <257 | FT 162.86             |
| Fiberglass with Foundation $=>25$ ft. | POLE FIBER RWY =>25TT    | 185.67                |
| Metallic Standard                     |                          |                       |
| Metallic Direct Embedded (No Fdn.)    | POLE METAL EMB TT        | 253.37                |
| Metallic with Foundation              | POLE METAL=>25' TT       | 304.55                |
| 3. <u>Other Fees and Charges:</u>     |                          |                       |
| Fee or Charge Type                    | <u>(</u>                 | Charge Amount         |
| Reactivation Charge                   |                          | \$25.00               |
| Crew Protection                       | Cus                      | stomer Responsibility |
|                                       |                          | Polibiolity           |

#### DETERMINATION OF MONTHLY BILL FOR TEMPORARY TURN OFF SERVICE

The monthly bill will be based on the annual Temporary Turn Off Charges above. The monthly charge will be based on the annual charge divided by the number of days in the calendar year to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date immediately following the prior bill to the current bill date.

## MAINTENANCE

Temporary Turn Off Service under this tariff does not include routine maintenance of lighting facilities temporarily discontinued by the Customer.

## NOTICE FOR TEMPORARY TURN OFF SERVICE

In order for a municipal Customer to be served under the Temporary Turn Off Service provision of this tariff, the Customer must provide written notice to the Company requesting such temporary turn off service. Such notice shall take the form of that provided by the Company and shall include the specific identification of Company street and area lighting facilities to be temporarily turned off and the estimated length of the temporary discontinuance, however, will be not less than one year and not more than three years. Such identification shall include sufficient information for the Company to easily locate its street and area lighting facilities to be temporarily turned off for the purpose of turning off (red capping) the facilities.

The Company shall use its best effort to turn off retail delivery service to its street and area lighting facilities within a reasonable length of time after receipt of the written notice required above. Depending upon the number of street and area lighting facilities to be temporarily turned off and the availability of the Company's crews, the Company may schedule such turn off over a period of time to allow for efficient operations. The Company reserves the right to be flexible in responding to the Customer's request. However, the Company shall complete all requests according to a mutually accepted schedule between the Customer and the Company upon receipt of written notice.

## **CREW PROTECTION**

The Customer shall be responsible for the cost of any required police details or road flaggers for services provided under this option.

## REINSTATEMENT OF GENERAL STREET AND AREA LIGHTING - FULL SERVICE

The provision of this service by the Company is predicated on the municipal Customer reinstating General Street and Area Lighting – Full Service. The Customer's request to reinstate all or a portion of the Company's street and area lighting facilities served under this rate, after complying with the term of service provision of this tariff, must be in written form and identify the specific street and area lighting facilities for the Company to reinstate. Upon receipt of the Customer's request, the Company shall use its best efforts to return the street and area lighting facilities to full lighting service as soon as possible after receiving the request. However, the Company reserves the right to flexibility in scheduling the reinstatement in an appropriate manner based on crew availability and the quantity of street and area lighting facilities requested to be reinstated. If the Customer requests reinstatement of the General Street and Area Lighting – Full Service prior to the maximum term of three years, the Company will charge the Customer a reactivation charge per street or area lighting facility.

## TERM OF SERVICE

The municipal Customer may remain on this provision for a minimum period of one year but not to exceed a maximum period of three years. At the end of the three year period, the Customer must provide written notice for (i) the municipal Customer's return to General Street and Area Lighting – Full Service as provided for above, (ii) the permanent discontinuance of the street and area lighting facilities, as provided for above in Section I, or (iii) the Customer's ability to take advantage of another lighting tariff for retail delivery service to the street and area lighting facilities. The Company will continue to bill the Temporary Turn Off Charge until such time as the street and area lighting facilities are transferred to another delivery service selected by the Customer, or as assigned by the Company following the maximum three year term of service.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 1, 20112012

# THE NARRAGANSETT ELECTRIC COMPANY STANDARD OFFER ADJUSTMENT PROVISION

The prices contained in the applicable rates of the Company are subject to adjustment to reflect the power purchase costs incurred by the Company in arranging Standard Offer Service, which costs are not recovered from customers through the Standard Offer Service rates, including, but not limited to, the costs incurred by the Company to comply with the Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs to comply with the Commission's Rules Governing Energy Source Disclosure and administrative costs.

On an annual basis, the Company shall perform two reconciliations for its total cost of providing Standard Offer Service: 1) the Standard Offer Service Supply Reconciliation and 2) the Standard Offer Administrative Cost Reconciliation. In the Standard Offer Service Supply Reconciliation, the Company shall reconcile its total cost of purchased power for Standard Offer Service supply against its total purchased power revenue (appropriately adjusted to reflect the Rhode Island Gross Receipts Tax), and the excess or deficiency ("Standard Offer Adjustment Balance") shall be refunded to, or collected from, customers through the rate recovery/refund methodology approved by the Commission at the time the Company files its annual reconciliation. Any positive or negative balance will accrue interest calculated at the rate in effect for customer deposits.

For purposes of this reconciliation, total purchased power revenues shall mean all revenue collected from Standard Offer Service customers through the Standard Offer Service rates for the applicable 12 month reconciliation period. If there is a positive or negative balance in the then current Standard Offer Adjustment Balance outstanding from the prior period, the balance shall be credited against or added to the new reconciliation amount, as appropriate, in establishing the Standard Offer Adjustment Balance for the new reconciliation period.

Annually, the Company shall determine the Standard Offer Service Supply Adjustment Balance for the prior calendar year and make a filing with the Commission. The Company will propose at that time a rate recovery/refund methodology to recover or refund the balance, as appropriate, over the subsequent twelve month period or as otherwise determined by the Commission. The Commission may order the Company to collect or refund the balance over any reasonable time period from (i) all customers, (ii) only Standard Offer Service customers, or (iii) through any other reasonable method.

In the Standard Offer Administrative Cost Reconciliation, the Company shall reconcile its administrative cost of providing Standard Offer Service with its Standard Offer Service revenue associated with the recovery of administrative costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be refunded to, or collected from, Standard Offer Service Customers in the subsequent year's Standard Offer Service Administrative Cost Factor. The Company may file to change the Standard Offer Service Administrative Cost Factor at any time should significant over- or under- recoveries of Standard Offer Service administrative costs occur.

For purposes of calculating the Standard Offer Service Administrative Cost Factors, which

# THE NARRAGANSETT ELECTRIC COMPANY **STANDARD OFFER ADJUSTMENT PROVISION**

is applicable to customers receiving Standard Offer Service, administrative costs associated with arranging Standard Offer Service pursuant to this provision shall include:

- 1. the cost of working capital;
- 2. the administrative costs of complying with the requirements of Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs of creating the environmental disclosure label, and the costs associated with NEPOOL's Generation Information System attributable to Standard Offer Service;
- 3. the costs associated with the procurement of Standard Offer Service including requests for bids, contract negotiation, and execution and contract administration;
- 4. the costs associated with notifying Standard Offer Service customers of the rates for Standard Offer Service and the costs associated with updating rate change in the Company's billing system; and
- 5. an allowance for Standard Offer Service-related uncollectible accounts receivables associated with amounts billed through Standard Offer Service rates and the Standard Offer Service Administrative Cost Factors at the rate approved by the Commission.

The allowance for Standard Offer-related uncollectible amounts shall be estimated for purposes of setting the Standard Offer Service Administrative Cost Factors for the upcoming year as the approved rate applied to the sum of (1) an estimate of Standard Offer costs associated with each customer group pursuant to the Standard Offer Procurement Plan in effect at the time, as approved by the Commission, and (2) any over- or under-recoveries of Standard Offer Service from the prior year associated with each customer group. This amount shall be subject to reconciliation only for actual Standard Offer Service revenue billed by the Company over the applicable period.

Standard Offer Service Administrative Cost Factors:

| Residential Customer Group (Rates A-16 and A-60)                  | <u>0.138¢ per kWh</u> |
|---|-----------------------|
| Commercial Customer Group (Rates C-06, G-02, S-06, S-10 and S-14) | <u>0.128¢ per kWh</u> |
| Industrial Customer Group (Rates G-32, G-62, B-32, B-62, X-01)    | <u>0.115¢ per kWh</u> |

This provision is applicable to all Retail Delivery Service rates of the Company.

Effective: April 1, 2011/2012

#### NARRAGANSETT ELECTRIC COMPANY

#### **RATE SCHEDULE FOR STANDARD OFFER SERVICE**

In accordance with the terms of the Tariff for Standard Offer Service, the rates for Standard Offer Service for eustomers receiving such service from the Company, are as follows. All rates will be applied as a uniform ¢ per kWh charge, for usage on and after the first day of each calendar month.

|   |                                       | Renewable   |
|---|---------------------------------------|---|
|   | Standard                              | Energy Standard   |
| Rate Class/Effective Date   | Offer Charge                          | <u>Charge</u>   |
|   |                                       |   |
| Residential Group (Rates A 16, A 60)  |                                       |   |
|   | 7.589¢ per kWh                        |   |
| <u>— Commercial Group (Rates C 06, G 02, S 06, S 10, S 14)</u>  |                                       |   |
| Variable Price Option (2)   |                                       |   |
|   | 9 704 d por LWh                       | (0.021d) per lWk  |
| January 2012:   | 8.704¢ per kWh                        | $\frac{(0.031 \text{¢}) \text{ per kWl}}{(0.021 \text{¢}) \text{ per kWl}}$ |
| February 2012:<br>March 2012:   | 8.434¢ per kWh                        | $\frac{(0.031 \text{ ¢}) \text{ per kW}}{(0.021 \text{ ¢}) \text{ per kW}}$ |
| April 2012:   | 7.022¢ per kWh                        | $\frac{(0.031 \text{¢}) \text{ per kWt}}{(0.021 \text{¢}) \text{ per kWt}}$ |
| May 2012:   | <u>6.798¢ per kWh</u>                 | $\frac{(0.031 \text{¢}) \text{ per kW}}{(0.021 \text{ ¢}) \text{ per kW}}$  |
| June 2012:  | <u>6.712¢ per kWh</u>                 | $\frac{(0.031\text{¢}) \text{ per kW}}{(0.021\text{ ¢}) \text{ per kW}}$    |
| <del>June 2012.</del>   | 6.572¢ per kWh                        |   |
| Fixed Price Option (3)  | 7.412¢ per kWh                        |   |
|   |                                       |   |
| Industrial Group (Rates B-32, G-32, B-62, G-62 and X-01)  | )(4)                                  |   |
| January 2012  | 8.604¢ per kWh                        | (0.031¢) per kWl  |
| February 2012   | 7.990¢ per kWh                        | (0.031¢) per kWł  |
| March 2012  | <u>6.340¢ per kWh</u>                 | (0.031¢) per kWl  |
|   |                                       |   |
| i <del>cludes the Standard Offer Base Charge of 7.492¢, the Standard O</del><br>- Adjustment Factor of (0.041¢)                       | Her Administrative Cost Factor (      | or 0.158¢, and the Stand  |
| cludes the Standard Offer Base Charge of 8.549¢, 8.279¢, 6.867¢.  | , 6.643¢, 6.557¢ and 6.417¢ for .     | January 2012 through J  |
| , respectively, the Standard Offer Administrative Cost Factor of 0.   |                                       |   |
| cludes the Standard Offer Base Charge of 7.257¢, the Standard O<br>Adjustment Factor of 0.027¢  | ffer Administrative Cost Factor (     | of 0.128¢, and the Stand  |
| cludes the Standard Offer Base Charge of 8.414¢, 7.800¢, and 6.1<br>ctively, the Standard Offer Administrative Cost Factor of 0.115¢, |                                       |   |
| ,,  | · · · · · · · · · · · · · · · · · · · |   |
|   |                                       |   |
|   |                                       |   |
|   |                                       |   |

#### NARRAGANSETT ELECTRIC COMPANY

#### **RATE SCHEDULE FOR STANDARD OFFER SERVICE**

#### BILLING ADJUSTMENT WHEN LEAVING STANDARD OFFER SERVICE

Pursuant to the provisions of the Standard Offer Service tariff, customers in the Residential Group and customers in the Commercial Group with the Fixed Priced Option who leave Standard Offer Service to receive Generation Service from a non-regulated power producer shall be subject to a billing adjustment for the time they were billed under the Standard Offer Service rate during the current pricing period. The rates used to calculate the adjustment for the current pricing period are as follows:

|                    |  | Commercial Group                            |
|--------------------|--|---|
| <br>January 2012:  | <u>Residential Group</u><br>8.778¢ per kWh | <u>Fixed Price Option</u><br>8.704¢ per kWh |
| <br>February 2012: | 8.770¢ per kWh                             | 8.434¢ per kWh                              |
| March 2012:        | 7.055¢ per kWh                             | 7.022¢ per kWh                              |
| <br>April 2012:    | 6.979¢ per kWh                             | 6.798¢ per kWh                              |
| <br>May 2012:      | 6.840¢ per kWh                             | 6.712¢ per kWh                              |
| June 2012:         | 6.587¢ per kWh                             | <del>6.572¢ per kWh</del>                   |

R.I.P.U.C.

## THE NARRAGANSETT ELECTRIC COMPANY NET METERING PROVISION

## I. <u>Definitions</u>

"Company" shall mean The Narragansett Electric Company d/b/a National Grid.

"Commission" shall mean the Rhode Island Public Utilities Commission.

**"Eligible Net Metering Resource"** shall mean eligible renewable energy resource as defined in R.I.G.L. Chapter 39-26-5 including biogas created as a result of anaerobic digestion, but, specifically excluding all other listed eligible biomass fuels.

"Eligible Net Metering System" shall mean a facility generating electricity using an Eligible Net Metering Resource that is reasonably designed and sized to annually produce electricity in an amount that is equal to or less than the Renewable Self-generator's usage at the Eligible Net Metering System Site measured by the three (3) year average annual consumption of energy over the previous three (3) years at the electric distribution account(s) located at the Eligible Net Metering System Site. A projected annual consumption of energy may be used until the actual three (3) year average annual consumption of energy over the previous three (3) years at the electric delivery service account(s) located at the Eligible Net Metering System Site becomes available for use in determining eligibility of the generating system. The Eligible Net Metering System must be owned by the same entity that is the customer of record on the Net Metered Accounts. Notwithstanding any other provisions of this chapter, any Eligible Net Metering Resource: (i) owned by a municipality or Multi-municipal Collaborative or (ii) owned and operated by a renewable generation developer on behalf of a municipality or Multi-municipal Collaborative through a Municipal Net Metering Financing Arrangement shall be treated as an Eligible Net Metering System and all municipal delivery service accounts designated by the municipality or Multi-municipal Collaborative shall be eligible for net metering within an Eligible Net Metering System Site.

**"Eligible Net Metering System Site"** shall mean the site where the Eligible Net Metering System is located or is part of the same campus or complex of sites contiguous to one another and the site where the Eligible Net Metering System is located or a farm in which the Eligible Net Metering System is located. Except for an Eligible Net Metering System owned by or operated on behalf of a municipality or multi-municipal collaborative through a municipal net metering financing arrangement, the purpose of this definition is to reasonably assure that energy generated by the Eligible Net Metering System is consumed by net metered electric delivery service account(s) that are actually located in the same geographical location as the Eligible Net Metering System. Except for an Eligible Net Metering System owned by or operated on behalf of a municipality or Multi-municipal Collaborative through a Municipal Net Metering Financing Arrangement, all of the Net Metered Accounts at the Eligible Net Metering System Site must be the accounts of the same customer of record and customers are not permitted to enter into agreements or arrangements to change the name on accounts for the purpose of artificially expanding the Eligible Net Metering System Site to contiguous sites in an attempt to avoid this restriction. However, a property owner may change the nature of the metered service at the delivery service accounts at the site to be master metered (as allowed by applicable state law) in the owner's name, or become the customer of record for each of the delivery service accounts, provided that the owner becoming the customer of record actually owns the property at which the delivery service account is located. As long as the Net Metered Accounts meet the requirements set forth in this definition, there is no limit on the number of delivery service accounts that may be net metered within the Eligible Net Metering System Site.

**"Excess Renewable Net Metering Credit"** shall mean a credit that applies to an Eligible Net Metering System for that portion of the Renewable Self-generator's production of electricity beyond one hundred percent (100%) and no greater than one hundred twenty-five (125%) of the Renewable Self-generator's own consumption at the eligible net metering system site during the applicable billing period. Such Excess Renewable Net Metering Credit shall be equal to the Company's avoided cost rate, defined for this purpose as the Standard Offer Service kilowatt-hour (kWh) charge for the rate class and time-of-use billing period, if applicable, applicable to the delivery service account(s) at the Eligible Net Metering System Site. Where there are delivery service accounts at the Eligible Net Metering Credit based on the average of the Standard Offer Service rates applicable to those on-site delivery service accounts. The Company has the option to use the energy received from such excess generation to serve the Standard Offer Service load. The Commission shall have the authority to make determinations as to the applicability of this credit to specific generation facilities to the extent there is an uncertainty or disagreement.

**"Farm"** shall be defined in accordance with section 44-27-2, except that all buildings associated with the farm shall be eligible for Renewable Net Metering Credits and Excess Renewable Net Metering Credits as long as: (i) the buildings are owned by the same entity operating the farm or persons associated with operating the farm; and (ii) the buildings are on the same farmland as the project on either a tract of land contiguous with or reasonably proximate to such farmland or across a public way from such farmland.

**"ISO-NE"** shall mean The Independent System Operator – New England established in accordance with the NEPOOL Agreement and applicable FERC approvals, which is responsible for managing the bulk power generation and transmission systems in New England.

**"Multi-municipal Collaborative"** shall mean a group of towns and/or cities that enter into an agreement for the purpose of co-owning a renewable generation facility or entering into a Municipal Net Metering Financing Arrangement.

**"Municipal Net Metering Financing Arrangement"** shall mean arrangements entered into by a municipality or Multi-municipal Collaborative with a private entity to facilitate the financing and operation of a net metering resource, in which the private entity owns and operates an

Eligible Net Metering Resource on behalf of a municipality or Multi-municipal Collaborative, where: (i) the Eligible Net Metering Resource is located on property owned or controlled by the municipality or one of the municipalities, as applicable, and (ii) the production from the Eligible Net Metering Resource and primary compensation paid by the municipality or Multi-municipal Collaborative to the private entity for such production is directly tied to the consumption of electricity occurring at the designated Net Metered Accounts.

**"Municipality and towns and cities"** shall mean any Rhode Island town or city, including any agency or instrumentality thereof, with the powers set forth in title 45 of the general laws.

**"Net Metering"** shall mean using electricity generated by an Eligible Net Metering System for the purpose of self-supplying power at the Eligible Net Metering System Site and thereby offsetting consumption at the Eligible Net Metering System Site through the netting process established in this provision.

"Net Metered Accounts" shall mean one or more electric delivery service billing accounts owned by a single customer of record on the same campus or complex of sites contiguous to one another and the site where the Eligible Net Metering System is located or a farm in which the Eligible Net Metering System is located, or all municipal delivery service accounts associated with an Eligible Net Metering System that is: (i) owned by a municipality or Multi-municipal Collaborative or (ii) owned and operated by a renewable generation developer on behalf of a municipality or Multi-municipal Collaborative through a municipal net metering financing arrangement, provided that the Net Metering Customer or the municipality or Multi-municipal Collaborative has submitted Schedule B (attached) with the individual billing account information for each Net Metered Account. It is the responsibility of the Net Metering Customer or the municipality or Multi-municipal Collaborative to submit a revised Schedule B should there be a change to any of the information contained therein.

**"Net Metering Customer"** shall mean a customer of the Company receiving and being billed for electric delivery service whose delivery account(s) are being net metered.

**"Person"** shall mean an individual, firm, corporation, associations, partnership, farm, town or city of the State of Rhode Island, Multi-municipal Collaborative, or the State of Rhode Island or any department of the state government, governmental agency or public instrumentality of the state.

**"Project"** shall mean a distinct installation of an Eligible Net Metering System. An installation will be considered distinct if it is installed in a different location, or at a different time, or involves a different type of renewable energy.

**"Renewable Net Metering Credit"** shall mean a credit that applies to an Eligible Net Metering System up to one hundred percent (100%) of the Renewable Self-generator's usage at the Eligible Net Metering System Site over the applicable billing period. This credit shall be equal to the total kilowatt-hours of electricity generated and consumed on-site during the billing period multiplied by the sum of the:

- (i) Standard offer Service kilowatt-hour charge for the rate class applicable to the net metering customer;
- (ii) Distribution kilowatt-hour charge;
- (iii) Transmission kilowatt-hour charge; and
- (iv) Transition kilowatt-hour charge.

**"Renewable Self-generator"** shall mean an electric delivery service customer who installs or arranges for an installation of renewable generation that is primarily designed to produce electricity for consumption by that same customer at its delivery service account(s).

# II. <u>Terms and Conditions</u>

The following policies regarding Net Metering of electricity from Eligible Net Metering Systems and regarding any Person that is a Renewable Self-generator shall apply:

- 1. The maximum allowable capacity for Eligible Net Metering Systems, based on name plate capacity, shall be five megawatts (5 MW),
- The aggregate amount of Net Metering in Rhode Island shall not exceed three percent (3%) of peak load, provided that at least two megawatts (2 MW) are reserved for Projects of less than fifty kilowatts (50 kW),
- 3. For ease of administering Net Metered Accounts and stabilizing Net Metered Account bills, the Company may elect (but is not required) to estimate for any twelve (12) month period i) the production from the Eligible Net Metering System and ii) aggregate consumption of the Net Metered Accounts at the Eligible Net Metering System Site and establish a monthly billing plan that reflects the expected Renewable Generation Credits and Excess Renewable Generation Credits that would be applied to the Net Metered Accounts over twelve (12) months. The billing plan would be designed to even out monthly billings over twelve (12) months, regardless of actual production and usage. If such election is made by the Company, the Company would reconcile payments and credits under the billing plan to actual production and consumption at the end of the twelve (12) month period and apply any credits or charges to the Net Metered Accounts for any positive or negative difference, as applicable. Should there be a material change in circumstances at the Eligible Net Metering System Site or associated Net Metered Accounts during the twelve (12) month period, the estimate and credits may be adjusted by the Company during the reconciliation period. The Company also may elect (but is not required) to issue checks to any Net Metering Customer in lieu of billing credits or carry forward credits or charges to the next billing period. For residential Eligible Net Metering Systems twenty-five kilowatts (25) kW or smaller, the Company, at its option, may administer Renewable Net Metering Credits month to month allowing unused

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credits to carry forward into following billing period.

- 4. If the electricity generated by an Eligible Net Metering System during a billing period is equal to or less than the Net Metering Customer's usage during the billing period for Net Metered Accounts at the Eligible Net Metering System Site, the customer shall receive Renewable Net Metering Credits, which shall be applied to offset the Net Metering Customer's usage on Net Metered Accounts at the Eligible Net Metering System Site.
- 5. If the electricity generated by an Eligible Net Metering System during a billing period is greater than the Net Metering Customer's usage on Net Metered Accounts at the eligible Net Metering System Site during the billing period, the customer shall be paid by Excess Renewable Net Metering Credits for the excess electricity generated beyond the Net Metering Customer's usage at the Eligible Net Metering System Site up to an additional twenty-five percent (25%) of the Renewable Self-generator's consumption during the billing period; unless the Company and Net Metering Customer have agreed to a billing plan pursuant to Section II.3.
- 6. As a condition to receiving Renewable Generation Credits or Excess Renewable Generation Credit pursuant to this provision, customers who install Eligible Net Metering Systems must enter into an interconnection agreement and comply with the Company's Standards for Connecting Distributed Generation, as amended and superseded from time to time.
- 7. Customers eligible to receive Renewable Net Metering Credits or Excess Renewable Net Metering Credits pursuant to Sections II.4 and II.5, respectively, shall be required to complete Schedule B, attached hereto as Appendix A.
- 8. As a condition to receiving any payments pursuant to this provision, Customers who install Eligible Net Metering Systems with a nameplate capacity in excess of 60 kW must comply with any and all applicable New England Power Pool ("NEPOOL") and ISO-NE rules, requirements, or information requests that are necessary for the Eligible Net Metering System's electric energy output to be sold into the ISO-NE administered markets. If the Company must provide to NEPOOL or ISO-NE any information regarding the operation, output, or any other data in order to sell the output of the Eligible Net Metering System into the ISO-NE administered markets, the Eligible Net Metering System must provide such information to the Company in a timely manner.
- 9. NEPOOL and ISO-NE have the authority to impose fines, penalties, and/or sanctions on participants if it is determined that a participant is violating established rules in certain instances. Accordingly, to the extent that a fine, penalty, or sanction is levied by NEPOOL or the ISO-NE as a result of the Eligible Net Metering System's failure to comply with a NEPOOL or ISO-NE rule or information request, the Eligible Net Metering System will be responsible for the costs incurred by the Company, if any, associated with such fine, penalty or sanction.

# III. <u>Rates for Distribution Service to Eligible Net Metering System and Net Metered</u> <u>Accounts</u>

- 1. Retail delivery service by the Company to the Eligible Net Metering System and Net Metered Accounts shall be governed by the tariffs, rates, terms, conditions, and policies for retail delivery service which are on file with the Commission.
- 2. The Standard Offer Service and retail delivery rates applicable to any Net Metered Account shall be the same as those that apply to the rate classification that would be applicable to such delivery service account in the absence of Net Metering including customer and demand charges and no other charges may be imposed to offset net metering credits.
- 3. Net Metered Accounts associated with an Eligible Net Metering System shall be exempt from backup service rates commensurate with the size of the Eligible Net Metering System.

# IV. Cost Recovery

- Any prudent and reasonable costs incurred by the Company pursuant to achieving compliance with R.I.G.L. Section 39-26.2 and the annual amount of the distribution component of any Renewable Net Metering Credits or Excess Renewable Net Metering Credits provided to Eligible Net Metering Systems, shall be aggregated by the Company and billed to all distribution customers on an annual basis through a uniform per kilowatt hour (kWh) <u>Net Metering surCe</u>harge embedded in the distribution component of the rates reflected on customer bills
- 2. The Company will include the energy market payments received from ISO-NE for the electricity generated by Eligible Net Metering Systems in the Company's annual reconciliation of the <u>Net Metering ChargeStandard Offer Service</u>. Eligible Net Metering Systems with a nameplate capacity in excess of 60 kWs shall provide all necessary information to, and cooperate with, the Company to enable the Company to obtain the appropriate asset identification for reporting generation to ISO-NE. The Company will report all exported power to the ISO-NE as a settlement only generator and net this reported usage and associated payment received against the annual amount of Standard Offer Service component of any renewable net metering credits or excess renewable net metering credits provided to accounts associated with eligible net metering systems.

Effective: December 21, 2011 April 1, 2012

## THE NARRAGANSETT ELECTRIC COMPANY QUALIFYING FACILITIES POWER PURCHASE RATE

## I. <u>Applicability</u>

The Company will purchase the electrical output from any qualifying facility as defined under the Public Utility Regulatory Policies Act of 1978 and constructed after November 9, 1978, under the following terms and conditions. Qualifying facilities include the following:

- a. Small power production facilities of 20 megawatts or less which use biomass,
   waste, renewable resources, or any combination thereof for at least 75 percent of
   their total energy input in the aggregate during any calendar year period.
- b. Cogeneration facilities of 20 megawatts or less which first generate electricity and then use at least five percent of the total energy output for thermal production, provided that the useful power output of the facility plus one-half the useful thermal energy output must be:
  - no less than 42.5 percent of the total energy input of natural gas and oil to the facility in any calendar year; or
  - if the useful thermal energy output is less than 15 percent of the total energy output of the facility, no less than 45 percent of the total energy input of natural gas and oil to the facility in any calendar year.
- c. Cogeneration facilities of 20 megawatts or less which first provide useful thermal energy and then use reject heat to generate electricity, provided that the useful power output must be no less than 45 percent of the total energy input of natural gas and oil during any calendar year period.

## II. <u>Terms and Conditions</u>

1. Any qualifying facility that desires to sell electricity to the Company must

provide the Company with sufficient prior written notice. At the time of

notification, the qualifying facility shall provide the Company with the following

information:

- a. The name and address of the applicant and location of the qualifying facility.
- b. A brief description of the qualifying facility, including a statement indicating whether such facility is a small power production facility or a cogeneration facility.
- c. The primary energy source used or to be used by the qualifying facility.
- d. The power production capacity of the qualifying facility and the maximum net energy to be delivered to the Company's facilities at any clock hour.
- e. The owners of the qualifying facility including the percentage of ownership by any electric utility or by any public utility holding company, or by any entity owned by either.
- f. The expected date of installation and the anticipated on-line date.
- g. The anticipated method of delivering power to the Company.
- h. A copy of the qualifying facility's Federal Energy Regulatory Commission certification as a qualifying facility.

Such notice shall be sent to:

Director, Wholesale Electric Supply Energy Procurement National Grid USA Service Company, Inc. 100 East Old Country Rd. Hicksville, NY 11801

Following such notification, the qualifying facility and the Company shall

execute the standard purchase power agreement setting forth the terms of the sale,

a form of which is attached in Schedule A, which shall be executed no later than

thirty (30) days prior to the desired commencement date of the sale. The actual

commencement date of the sale shall be the first day of the calendar month

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following the acceptance by ISO-New England, Inc. ("ISO-NE") of the registration of the qualifying facility in the ISO-NE settlement system.

- The qualifying facility shall furnish and install the necessary meter socket and wiring in accordance with the Company's Standards for Connecting Distributed Generation.
- 3. The qualifying facility shall install equipment approved by the Company which prevents the flow of electricity into the Company's system when the Company's supply is out of service, unless the qualifying facility's generation equipment can be controlled by the Company's supply.
- 4. The qualifying facility's equipment must be compatible with the character of service supplied by the Company at the qualifying facility's location.
- The qualifying facility shall be required to install metering pursuant to the requirements contained in the Company's Standards for Connecting Distributed Generation.
- 6. The qualifying facility shall enter into an interconnection agreement and follow all other procedures outlined in the Company's Standards for Connecting Distributed Generation, as amended and superseded from time to time.
- 7. The qualifying facility shall reimburse the Company for any equipment and the estimated total cost of construction (excluding costs which are required for system improvements or for sales to the qualifying facility, such as the cost of a standard metering installation, in accordance with the Company's Terms and Conditions) which are necessary to meter purchases under this rate and to interconnect the qualifying facility to the Company's distribution or transmission

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system in accordance with the Company's Standards for Connecting Distributed Generation. The Company will install, own, and maintain the equipment.

- 8. The qualifying facility shall save and hold harmless the Company from all claims for damage to the qualifying facility's equipment or injury to any person arising out of the qualifying facility's use of generating equipment in parallel with the Company's system; provided that nothing in this paragraph shall relieve the Company from liability for damage or injury caused by its own fault or neglect.
- 9. As a condition to receiving any payments required by this rate, the qualifying facility must comply with any and all applicable New England Power Pool ("NEPOOL") and ISO-NE rules, requirements, or information requests that are necessary for the qualifying facilities' output to be sold into the ISO-NE administered markets (whether the Company or the qualifying facility is actually submitting information to ISO-NE). The Company is not obligated to seek to obtain capacity market payments from ISO-NE for qualifying facilities. If the Company must provide to NEPOOL or ISO-NE any information regarding the operation, output, or any other data in order to sell the output of the qualifying facility into the ISO-NE administered markets, the qualifying facility must provide such information to the Company in a timely manner. The Company will not be liable to pay the qualifying facility for the output of the qualifying facility if the Company is unable to sell the output into the ISO-NE administered markets because of a failure of the qualifying facility to provide to the Company,

NEPOOL or ISO-NE any information on a timely basis that was required for sale S:\RADATA1\2012 neco\Annual Rate Filing\Schedule 19 - Tariffs\QFRATE 040112-REDLINE.doc of the facility output into the ISO-NE

administered markets. For any perceived errors or omissions in the data reported to NEPOOL or ISO-NE or the transactions from ISO-NE to the Company or qualifying facility, the qualifying facility must notify the Company within 30 days of such error or omission occurring.

10. NEPOOL and ISO-NE have the authority to impose fines, penalties, and/or sanctions on participants if it is determined that a participant is violating established rules in certain instances. Accordingly, to the extent that a fine, penalty, or sanction is levied by NEPOOL or the ISO-NE as a result of the qualifying facility's failure to comply with a NEPOOL or ISO-NE rule or information request, the qualifying facility will be responsible for the costs incurred by the Company, if any, associated with such fine, penalty or sanction.

## III. <u>Rates for Purchases</u>

## Rates for Qualifying Facilities

For qualifying facilities not eligible for net metering under the Company's Net Metering Provision, R.I.P.U.C. No. 2075, as amended and superseded from time to time, the Company will pay the following rates:

> For facilities meeting the definition of renewable energy resources as defined in R.I.G.L. Section 39-26-5, the Company will pay the Standard Offer Service rate for the applicable retail delivery rate as determined in

Section IV for each kilowatt-hour generated in excess of the facility requirements.

2. For all other qualifying facilities, the Company will pay the hourly clearing prices at the ISO-NE for the hours in which the qualifying facility generated electricity in excess of its requirements. Additionally, the Company shall make payments to a qualifying facility for capacity and/or reserves-related products if the sale is recognized by NEPOOL or ISO-NE as a capacity and/or reserves-related product sale. The Company shall pay rates equal to the payments received for the sale of any capacity and/or reserves-related products associated with such qualifying facility output to ISO power exchange.

# IV. Rates for Distribution Service to Qualifying Facilities

Retail distribution delivery service by the Company to the qualifying facility shall be governed by the tariffs, rates, terms, conditions, and policies for retail delivery service which are on file with the Public Utilities Commission. The selection of the appropriate retail rate will be determined as follows:

- for qualifying facilities with generating capacity of less than 10kW, the appropriate residential or small general service rate will apply unless the customer's load necessitates use of G-02, G-32, or G-62 rate;
- for qualifying facilities serving non-profit affordable housing, Residential Rate A-16 will apply;

- for qualifying facilities with generating capacity of at least 10kW but not more than 200 kW, Rate G-02 will apply, unless the customer's load necessitates the use of the G-32 or G-62 rate;
- for qualifying facilities with generating capacity of at least 200kW but not more than 3,000 kW, Rate G-32 will apply unless the customer's load necessitate the use of the G-62 rate;
- for qualifying facilities with generating capacity of 3,000 kW or more, Rate G-62 will apply.

# V. <u>Cost Recovery</u>

The Company shall be entitled to recover the difference between the payments made to qualifying facilities for purchases pursuant to Section III. and the actual energy market payments received by ISO-NE for the electricity generated by those qualifying facilities from all customers through a uniform per kilowatt hour (kWh) surcharge embedded in the distribution component of the rates reflected on customer bills.

Effective: December 21, 2011 April 1, 2012

# Schedule A

## THE NARRAGANSETT ELECTRIC COMPANY QUALIFYING FACILITY POWER PURCHASE AGREEMENT

The Agreement is between \_\_\_\_\_\_, a Qualifying Facility ("QF") and The Narragansett Electric Company (the "Company") for energy purchases by the Company from the QF's facility located at \_\_\_\_\_\_, Rhode Island.

# Agreement to Purchase under the Qualifying Facilities Power Purchase Rate Tariff

Effective as of \_\_\_\_\_\_, the Company agrees to purchase electricity from the QF and QF agrees to sell electricity to the Company under the terms and conditions of the Company's <u>Qualifying Facilities Power Purchase Rate Tariff</u> as currently in effect or amended by the Company in the Company's sole discretion. The QF agrees to comply with the terms and conditions of the <u>Qualifying Facilities Power Purchase Rate Tariff</u>, the Company's <u>Standards for Connecting Distributed Generation</u>, as currently in effect or as amended from time to time, and associated policies of the Company that are on file with the Rhode Island Public Utilities Commission as currently in effect or as modified, amended, or revised by the Company, and to pay any metering and interconnection costs required under such tariff and policies.

## Payments for Energy

The Company will pay the QF at the rates in effect at the time of delivery as provided for in the <u>Qualifying Facilities Power Purchase Rate Tariff</u>.

# Notice

The Company or QF may terminate this agreement on thirty (30) days written notice which includes a statement of reasons for such termination.

Agreed and Accepted

Date

The Narragansett Electric Company Date