

October 16, 2020

**VIA ELECTRONIC MAIL**

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

**RE: Docket 4935 – 2020 Standard Offer Service Procurement Plan &  
Docket 4978 – 2021 Last Resort Service Procurement Plan  
Compliance Filing**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”), enclosed please find an electronic version<sup>1</sup> of the Company’s compliance filing in connection with the above-referenced dockets. The purpose of this compliance filing is to change references of standard offer service (“SOS”) contained within the Company’s tariffs to last resort service (“LRS”). The updated tariffs are to become effective January 1, 2021.

In accordance with R.I. Gen. Laws § 39-1-27.3(b), SOS is set to expire on December 31, 2020. As proposed by the Company and approved by the Public Utilities Commission (“Commission”) in Docket No. 4978, the Company is essentially replacing SOS with LRS.<sup>2</sup> At an Open Meeting that occurred on July 23, 2020, the Commission directed the Company to use the term “Last Resort Service” when referring to LRS necessitating the updating of all tariffs that make reference to SOS. In compliance with the Commission’s directive and as the Company indicated in its response to Commission Data Request 1-1 in Docket No. 4935 dated August 26, 2020<sup>3</sup>, the Company has updated the enclosed tariffs (both redlined and clean versions are enclosed):

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<sup>1</sup> Per Commission counsel’s update on October 2, 2020, concerning the COVID-19 emergency period, the Company is submitting an electronic version of this filing followed by an original and five hard copies filed with the Clerk within 24 hours of the electronic filing. Given this filing is on a Friday, the hard copies will be sent on Monday.

<sup>2</sup> The 2021 LRS Procurement Plan mirrors the 2020 SOS Procurement Plan with two minor modifications: (1) The LRS Procurement Plan will be filed with the Commission every two years as opposed to every year; and (2) Two steps (the filings of indicative and final bids within 24 hours of receipt) of the solicitation process will be eliminated and the Company will report one summary of the solicitation.

<sup>3</sup> See [http://www.ripuc.ri.gov/eventsactions/docket/4935-NGrid-DR-PUC1%20\(8-26-2020\).pdf](http://www.ripuc.ri.gov/eventsactions/docket/4935-NGrid-DR-PUC1%20(8-26-2020).pdf)

<b>Tariff</b>	<b>Tariff Number (New)</b>	<b>Tariff Number Being Replaced</b>
BASIC RESIDENTIAL RATE (A-16)	2224	2183
LOW INCOME RATE (A-60)	2225	2215
LARGE DEMAND BACK-UP SERVICE RATE (B-32)	2226	2185
SMALL C&I RATE (C-06)	2227	2186
GENERAL C&I RATE (G-02)	2228	2187
LARGE DEMAND RATE (G-32)	2229	2188
STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1)	2230	2189
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)	2231	2190
DECORATIVE STREET AND AREA LIGHTING SERVICE (S-06)	2232	2191
LIMITED SERVICE - PRIVATE LIGHTING (S-10)	2233	2192
GENERAL STREET AND AREA LIGHTING SERVICE (S-14)	2234	2193
ELECTRIC PROPULSION RATE (X-01)	2235	2194
TARIFF FOR LAST RESORT SERVICE	2236	2202
LAST RESORT SERVICE ADJUSTMENT PROVISION	2237	2157
TERMS AND CONDITIONS FOR GREENUP SERVICE	2238	2004
RESIDENTIAL ASSISTANCE PROVISION	2239	2216
QUALIFYING FACILITIES POWER PURCHASE RATE	2240	2221
NET METERING PROVISION	2241	2207
OFF CYCLE METER READ FOR SWITCH OF SUPPLIER	2242	2204
TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE	2243	2217

In addition to the enclosed tariffs listed above, the Company has or will be updating the following tariffs and documents in separate dockets.

[Table starts on next page]

<b>Tariff</b>	<b>Tariff Number (New)</b>	<b>Tariff Number Being Replaced</b>	<b>Notes</b>
SUMMARY OF RATES	2096	N/A	Filed on 9/30/2020 as a part of a compliance filing in Docket Nos. 4915, 5039, 5054, and 4935.
TERMS AND CONDITIONS FOR NONREGULATED POWER PRODUCERS	2223	1191	Pending in Docket No. 5059.
RENEWABLE ENERGY GROWTH PROGRAM FOR RESIDENTIAL CUSTOMERS	TBD	2151-G	Docket No. TBD
RENEWABLE ENERGY GROWTH PROGRAM FOR NON-RESIDENTIAL CUSTOMERS	TBD	2152-G	
RENEWABLE ENERGY GROWTH SMALL SCALE SOLAR RULES	N/A	N/A	
RENEWABLE ENERGY GROWTH SOLAR WIND HYDRO AD RULES	N/A	N/A	

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

Sincerely,



Andrew S. Marcaccio

Enclosures

cc: Docket 4935 Service List  
Docket 4978 Service List  
Christy Hetherington, Esq.

Certificate of Service

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



\_\_\_\_\_  
Joanne M. Scanlon

October 16, 2020  
Date

**Docket No. 4935 - National Grid – 2020 Standard Offer Service (SOS) and  
2020 Renewable Energy Standard (RES) Procurement Plans  
Service List updated 7/17/2020**

<b>Name/Address</b>	<b>E-mail Distribution</b>	<b>Phone</b>
Andrew Marcaccio, Esq. Raquel Webster, Esq. National Grid. 280 Melrose St. Providence, RI 02907	<a href="mailto:Andrew.marcaccio@nationalgrid.com">Andrew.marcaccio@nationalgrid.com;</a>	401-784-7263 781-907-2121
	<a href="mailto:Raquel.webster@nationalgrid.com">Raquel.webster@nationalgrid.com;</a>	
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	<a href="mailto:Stephen.McCauley@nationalgrid.com">Stephen.McCauley@nationalgrid.com;</a>	
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	<a href="mailto:Robin.pieri@nationalgrid.com">Robin.pieri@nationalgrid.com;</a>	
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	<a href="mailto:Joseph.shilling@dpuc.ri.gov">Joseph.shilling@dpuc.ri.gov;</a>	
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	<a href="mailto:dmacrae@riag.ri.gov">dmacrae@riag.ri.gov;</a> <a href="mailto:Mfolcarelli@riag.ri.gov">Mfolcarelli@riag.ri.gov;</a>	
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<b>File an original &amp; 9 copies w/:</b> Luly E. Massaro, Commission Clerk John Harrington, Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	<a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov;</a>	401-780-2017
	<a href="mailto:Alan.nault@puc.ri.gov">Alan.nault@puc.ri.gov;</a>	
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	<a href="mailto:Todd.bianco@puc.ri.gov">Todd.bianco@puc.ri.gov;</a>	
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Certificate of Service

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



\_\_\_\_\_  
Joanne M. Scanlon

October 16, 2020

Date

**Docket No. 4978 - National Grid – 2021 Last Resort Service Procurement Plan**

**Service List updated 5/7/2020**

<b>Name/Address</b>	<b>E-mail Distribution</b>	<b>Phone</b>
Andrew Marcaccio, Esq. Raquel Webster, Esq. National Grid. 280 Melrose St. Providence, RI 02907	<a href="mailto:Andrew.marcaccio@nationalgrid.com">Andrew.marcaccio@nationalgrid.com;</a>	401-784-4263 781-907-2121
	<a href="mailto:Raquel.webster@nationalgrid.com">Raquel.webster@nationalgrid.com;</a>	
	<a href="mailto:Celia.obrien@nationalgrid.com">Celia.obrien@nationalgrid.com;</a>	
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	<a href="mailto:Adam.crary@nationalgrid.com">Adam.crary@nationalgrid.com;</a>	
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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 street and area lighting 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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

## RATE ADJUSTMENT PROVISIONS

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- Infrastructure, Safety, and Reliability Provision
- [Last Resort Service Adjustment Provision](#)
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision

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

Residential Assistance Provision  
Revenue Decoupling Mechanism Provision  
~~Standard Offer Service Adjustment Provision~~  
Storm Fund Replenishment Provision  
Transition Cost Adjustment Provision  
Transmission Service Cost Adjustment Provision

~~STANDARD OFFER~~LAST RESORT SERVICE

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

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 both of the following criteria:

1. Must be the head of a household or principal wage earner; and
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 the Rhode Island Works Program (formerly known as Family Independence Program) or successor programs.

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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

## RATE ADJUSTMENT PROVISIONS

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
 Energy Efficiency Programs Provision  
 Infrastructure, Safety, and Reliability Provision  
[Last Resort Service Adjustment Provision](#)  
 LIHEAP Enhancement Plan Provision  
 Long Term Contracting for Renewable Energy Recovery Provision  
 Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Revenue Decoupling Mechanism Provision  
 Residential Assistance Provision  
[Standard Offer Service Adjustment Provision](#)  
 Storm Fund Replenishment Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

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

~~STANDARD OFFER~~LAST RESORT SERVICE

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

**LOW INCOME DISCOUNT**

The Customer's total bill for service as determined based upon the provisions above, in addition to charges for generation service billed under the Complete Billing Service option pursuant to §2.1.1 of the Company's Terms and Conditions for Nonregulated Power Producers in effect from time to time, will be discounted by twenty-five (25) percent. Customers receiving benefits through the following programs will receive an additional discount of five (5) percent, totaling a total bill discount of thirty (30) percent: Medicaid, General Public Assistance, or the Rhode Island Works Program or successor programs.

**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.

**THE NARRAGANSETT ELECTRIC COMPANY  
LARGE DEMAND BACK-UP SERVICE RATE (B-32)  
RETAIL DELIVERY SERVICE**

**AVAILABILITY**

This service shall apply to Customers receiving service on any of the Company's retail delivery service tariffs who have a facility demand of 25 kilowatts or greater and meet the criteria 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.

Customers who receive incentive payments for the installation of non-emergency generation units configured for Combined Heat and Power ("CHP") through the Company's approved Energy Efficiency Plan after the effective date of this tariff, and who would otherwise be eligible for this rate, will receive retail delivery service on General C&I Rate G-02 or Large Demand Rate G-32, as applicable.

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**

Customer 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.

**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:

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND BACK-UP SERVICE RATE (B-32)**  
 RETAIL DELIVERY SERVICE

- 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) Rates for Back-Up Retail Delivery Service**

Customer Charge per month                      See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

Distribution Charge per kW                      See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

The Distribution Charge per kW applicable to Back-up Retail Delivery Service shall be equal to \$7.35 (representing the base distribution kW charge applicable to Back-up Service as approved in R.I.P.U.C. Docket No. 4770), plus the approved Operation and Maintenance and CapEx factors applicable to Back-up Service, both per the Company's approved Infrastructure, Safety, and Reliability Plan, 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 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) Installation of Meters on Generation**

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.

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND BACK-UP SERVICE RATE (B-32)**  
 RETAIL DELIVERY SERVICE

**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) Rates for Supplemental Retail Delivery Service**

<u>Transmission Charge per kW</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates
<u>Distribution Charge per kW in excess of 200 kW</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates
<u>Distribution Charge per kWh</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates
<u>Non-Bypassable Transition Charge per kWh</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

**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~~ Last Resort Service, Non-Bypassable Transition Charge, and Energy Efficiency Programs, Customers will be billed on actual kWh delivered by the Company.

**c) Determination of Kilowatt Demand**

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 the greater of:

- 1) The fifteen-minute peak from the meter(s) at the Customer's service entrance(s) as measured in kW at the time of Billing Demand; or
- 2) 90% of the fifteen-minute peak demand from the meter(s) at the Customer's service entrance(s)

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND BACK-UP SERVICE RATE (B-32)**  
 RETAIL DELIVERY SERVICE

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**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Programs Provision
- Infrastructure, Safety, and Reliability Provision
- [Last Resort Service Adjustment Provision](#)
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- ~~Standard Offer Service Adjustment Provision~~
- Storm Fund Replenishment Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

**~~STANDARD OFFER~~ [LAST RESORT SERVICE](#)**

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND BACK-UP SERVICE RATE (B-32)**  
RETAIL DELIVERY SERVICE

Any Customer served under this rate who is eligible for ~~Standard Offer~~Last Resort Service shall receive such service pursuant to the ~~Standard Offer~~Last Resort 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 per kilowatt of supplemental distribution billing demand for such month shall be allowed against the amount determined under the preceding provisions. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

An additional credit per kilowatt of the supplemental distribution billing demand for such month shall also be allowed if the Customer accepts delivery at transmission level voltage, not less than 69 kV, and the Company is saved the cost of installing any transformer and associated equipment. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

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 a charge per 90% of KVA of reserved second feeder capability. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates. 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 Line Extension and 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 charge per 90% of KVA of reserved second feeder capability equal to the credit for high voltage delivery for customers taking service at not less than 2400 volts shall be charged if an additional transformer is required at the Customer's facility. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

### **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**

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND BACK-UP SERVICE RATE (B-32)**  
RETAIL DELIVERY SERVICE

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.

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 Large Demand Rate G-32.

### MONTHLY CHARGE

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

### RATE ADJUSTMENT PROVISIONS

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Programs Provision
- Infrastructure, Safety, and Reliability Provision
- [Last Resort Service Adjustment Provision](#)
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- ~~Standard Offer Service Adjustment Provision~~
- Storm Fund Replenishment Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

### ~~STANDARD OFFER~~[LAST RESORT SERVICE](#)

Any Customer served under this rate who is eligible for ~~Standard Offer~~[Last Resort](#) Service shall receive such service pursuant to the ~~Standard Offer~~[Last Resort](#) Service tariff.

### MINIMUM CHARGE

Metered Service: See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates  
 Unmetered Service: See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

However, if the kVA transformer capacity needed to serve a customer exceeds 25 kVA, the minimum charge will be increased for each kVA in excess of 25 kVA. See Additional Minimum Charge, R.I.P.U.C. No.

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

2095, Summary of Retail Delivery Rates.

**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. 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 aforesaid 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 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.

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 Large Demand Rate G-32.

This rate will also apply to customers who receive incentive payments for the installation of non-emergency generation configured to provide Combined Heat and Power ("CHP") through the Company's approved Energy Efficiency Plan after the effective date of this tariff, and who would otherwise be eligible to receive service on Large Back-up Service Rate B-32.

This rate is also available to customer accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, who 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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

## RATE ADJUSTMENT PROVISIONS

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Programs Provision
- Infrastructure, Safety, and Reliability Provision
- [Last Resort Service Adjustment Provision](#)
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- ~~[Standard Offer Service Adjustment Provision](#)~~
- Storm Fund Replenishment Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

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

~~STANDARD OFFER~~ LAST RESORT SERVICE

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

Any Demand established during the Scheduled Maintenance Period, as defined below, will not be considered during billing periods subsequent to the Scheduled Maintenance Period in the calculation of c) above.

**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.

**COMBINED HEAT AND POWER (“CHP”) PROGRAM PROVISIONS**

Minimum Demand

Customers who receive an incentive payment for the installation of a CHP non-emergency generation unit through the Company's Energy Efficiency Program after the effective date of this tariff will be subject to a monthly Minimum Demand Charge. For Customers subject to this CHP Minimum Demand Provision, the monthly Demand will be the greater of:

- a) the Demand as determined above; or
- b) the Minimum Demand, which shall be 50% of the greatest fifteen-minute reading from the Customer's generation meter(s) as measured in kilowatts during the month;

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

The Customer Charge, Transmission Demand Charge, all per kWh charges, and any other applicable charges and credits will be in addition to the Minimum Demand Charge.

Scheduled Maintenance

Customers may, at their option, request one annual Scheduled Maintenance Period which may occur during no more than five (5) consecutive week-days during the months of April, May, October and November. This request must be submitted to the Company in writing at least 30 days in advance, and must specify the exact dates and duration of the Scheduled Maintenance Period. The Company will notify the Customer in writing within five (5) business days of receiving the Customer's request whether the Scheduled Maintenance Period is acceptable. Meter readings during this Scheduled Maintenance Period will be used in determining the Customer's Demand for the current month, but will not be used during subsequent billing periods for purposes of determining Demand (See Demand above).

Metering Requirements

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.

**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 per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**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

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

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.

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND RATE (G-32)**  
 RETAIL DELIVERY SERVICE

### 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 metered demand of 200 kW or greater for 3 consecutive months as soon as practicable, based on the greatest fifteen minute peak, as measured in kilowatts, occurring during any hour of the month.

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.

Customers Placed on Rate G-32: Service will initially be taken under this rate by any new customer who requests service capability of 225 kVA or greater. The Company may require a customer with a 12-month average metered demand greater than 200 kW for twelve consecutive months to receive service on this rate.

Transfers From Rate G-32: Any customer whose 12-month average demand is less than 180 kW for twelve consecutive months may elect to transfer from the Large Demand Rate G-32 to another available rate. The Company may require a customer with a 12-month average metered demand of less than 180 kW for twelve consecutive months to receive service on another available rate.

This rate will apply to customers who receive incentive payments for the installation of non-emergency generation configured to provide Combined Heat and Power ("CHP") through the Company's approved Energy Efficiency Plan after the effective date of this tariff, and who would otherwise be eligible to receive service on Large Back-up Service Rate B-32.

This rate is also available to customer accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, who 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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

### PEAK 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,

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND RATE (G-32)**  
 RETAIL DELIVERY SERVICE

President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
 Energy Efficiency Program Provision  
 Infrastructure, Safety, and Reliability Provision  
[Last Resort Service Adjustment Provision](#)  
 LIHEAP Enhancement Plan Provision  
 Long Term Contracting for Renewable Energy Recovery Provision  
 Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision  
~~Standard Offer Service Adjustment Provision~~  
 Storm Fund Replenishment Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

**~~STANDARD OFFER~~[LAST RESORT](#) SERVICE**

Any Customer served under this rate who is eligible for ~~Standard Offer~~[Last Resort](#) Service shall receive such service pursuant to the ~~Standard Offer~~[Last Resort](#) Service tariff.

**BILLING DEMAND**

The Billing 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 Billing Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

Any Billing Demand established during the Scheduled Maintenance Period, as defined below, will not be considered during billing periods subsequent to the Scheduled Maintenance Period in the calculation of c) above.

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND RATE (G-32)**  
RETAIL DELIVERY SERVICE

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

A Customer who has been served hereunder for one year or more may upon written request have the Billing 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.

### **COMBINED HEAT AND POWER (“CHP”) PROVISIONS**

#### Minimum Demand

Customers who receive an incentive payment for the installation of a CHP non-emergency generation unit through the Company’s Energy Efficiency Program after the effective date of this tariff will be subject to a monthly Minimum Demand Charge. For Customer’s subject to this CHP Minimum Demand Charge Provision, the monthly Billing Demand will be the greater of:

- a) the Billing Demand as determined above; or
- b) the Minimum Billing Demand, which shall be 50% of the greatest fifteen-minute reading from the Customer’s generation meter(s) as measured in kilowatts during peak hours.

The Customer Charge, Transmission Demand Charge, all per kWh charges, and any other applicable charges and credits will be in addition to the Minimum Demand Charge.

#### Scheduled Maintenance

Customers may, at their option, request one annual Scheduled Maintenance Period which may occur during no more than five (5) consecutive week-days during the months of April, May, October, and November. This request must be submitted to the Company in writing at least 30 days in advance, and must specify the exact dates and duration of the Scheduled Maintenance Period. The Company will notify the Customer in writing within five (5) business days of receiving the Customer’s request whether the Scheduled Maintenance Period is acceptable. Meter readings during this Scheduled Maintenance Period will be used in determining the Customer’s Billing Demand for the current month, but will not be used during subsequent billing periods for purposes of determining Billing Demand (See Billing Demand above).

#### Metering Requirements

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.

### **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

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND RATE (G-32)**  
RETAIL DELIVERY SERVICE

Company is saved the cost of installing any transformer and associated equipment, a credit per kilowatt of Billing Demand for such month shall be allowed against the amount determined under the preceding provisions. See R.I.P.U.C. 2095, Summary of Retail Delivery Rates.

An additional credit per kilowatt of the Billing Demand for such month shall also be allowed if said customer accepts delivery at transmission level voltage, not less than 69 kV, and the Company is saved the cost of installing any transformer and associated equipment. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

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 a charge per 90% of KVA of reserved second feeder capability. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates. 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 Line Extension and 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 charge per 90% of KVA of reserved second feeder capability equal to the credit for high voltage delivery for customers taking service at not less than 2400 volts shall be charged if an additional transformer is required at the Customer's facility. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

### **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

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND RATE (G-32)**  
RETAIL DELIVERY SERVICE

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.

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 consist 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 RIPUC No. 2095, Summary of Retail Delivery Rates 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 Program Charge, 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 Program Charge, 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**

Option A – Monthly Netting

The charges for delivery service under Option A of this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- LIHEAP Enhancement Plan Provision
- Transition Cost Adjustment Provision

Option B – Hourly Netting

The charges for delivery service under Option B this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- LIHEAP Enhancement Plan Provision
- Transition Cost Adjustment Provision

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 ~~Standard Offer~~Last Resort Service Tariff.

**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.

**THE NARRAGANSETT ELECTRIC COMPANY  
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)  
RETAIL DELIVERY SERVICE**

**AVAILABILITY**

Street and Area Lighting Service is available under this rate to any municipal city or town, any fire district, any regional school district, any municipal water utility board, Kent County Water Authority, Rhode Island Commerce Corporation, Quonset Development Corporation, Rhode Island Airport Corporation, Narragansett Bay Commission, and the State of Rhode Island (collectively, and each individually, hereinafter referred to as Customer) in accordance with the qualifications and specifications set forth below and all provisions and terms as further defined in applicable attachment agreements.

Customers who have received service under the Company’s General Street and Area Lighting Rate S-14 or Decorative Street and Area Lighting Service Rate S-06 and (1) have purchased street and area lighting facilities, including dedicated poles, standards, or accessories pursuant to R.I.G.L § 39-30-1 *et seq.*; or (2) have otherwise purchased street and area lighting facilities consistent with the requirements described in R.I.G.L § 39-30-1 *et seq.*, shall be served under this rate, provided that the Customer has complied with all provisions and terms of the rates and any related attachment agreements. Service under this rate is contingent upon the execution of a written purchase and sale agreement for the Company’s designated street and area lighting facilities, and dedicated poles, standards or accessories, the completed transfer of title to the facilities from the Company to the Customer, and the execution of and compliance with associated attachment agreements between the Customer and the Company. Any street and area lighting additions, removals, or replacements performed by the Customer shall be served on this tariff provided the Customer is compliant with all terms and provisions of this tariff and attachment agreements, and written notice is provided to the Company.

Service provided under this tariff shall be unmetered. The type of service supplied and delivery service voltage shall be determined by the Company in accordance with the Company’s Specifications for Electrical Installations.

Street and Area Lighting Service under this rate does not include maintenance of street and area lighting equipment owned by the Customer. The Customer shall be responsible for providing maintenance, and absent a separate written contract between the Company and the Customer, the Company shall have no obligation to maintain facilities and equipment owned by the Customer.

**STREET AND AREA LIGHTING – CUSTOMER-OWNED EQUIPMENT**

**RATE**

The following are unmetered annual billable kWh delivered values for specific individual light source types functioning on a designated operating schedule for applicable customer-owned street and area lights. These annual billable kWh deliveries for the specified light source type/wattage and operating schedule shall be applied to customer-owned street and area lights that require annual kWh deliveries that are less than or equal to the values indicated below as determined by the Company.

1. Annual Billable kWh Deliveries

Incandescent & High Intensity Discharge (HID) Light Sources:

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Incandescent (INC)	105	105	920	438	392	285
	205	205	1,796	856	766	557

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
 RETAIL DELIVERY SERVICE

Incandescent & High Intensity Discharge (HID) Light Sources (continued):

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Operating Schedule</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Mercury Vapor (MV)	100	130	1,139	543	486	353
	175	211	1,848	881	789	573
	250	307	2,689	1,282	1,147	834
	400	477	4,179	1,991	1,783	1,295
	1,000	1,095	9,592	4,572	4,092	2,973
Metal Halide (MH)	400	451	3,951	1,883	1,685	1,224
	1,000	1,078	9,443	4,501	4,028	2,927
High Pressure Sodium (HPS)	50	61	534	255	228	166
	70	86	753	359	321	233
	100	118	1,034	493	441	320
	150	173	1,515	722	647	470
	250	304	2,663	1,269	1,136	825
	400	470	4,117	1,962	1,756	1,276

<sup>1</sup> Billable Wattage represents the total luminaire energy consumption including the ballast, control, and other applicable adjustments.

Solid State Lighting (SSL) Sources

Light Source Type: Light Emitting Diode (LED)

<u>Nominal Wattage<sup>2</sup> (Range)</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>				
		<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>	<u>Dimming-50%</u>
0.1 to 20.0	10	88	42	37	27	31
20.1 to 40.0	30	263	125	112	81	92
40.1 to 60.0	50	438	209	187	136	154
60.1 to 100.0	80	701	334	299	217	246
100.1 to 140.0	120	1,051	501	448	326	370
140.1 to 220.0	180	1,577	752	673	489	554
220.1 to 300.0	260	2,278	1,086	972	706	801

<sup>2</sup> LED Nominal Wattage includes the total device system wattage (LED array, driver, and control) and applicable adjustments. For billing purposes, a streetlight will be placed on an operating schedule based on the following: (1) if the streetlight's annual operating hour equivalent is no more than five (5) percent above the closest operating schedule's annual operating hour equivalent identified below in the Hours of Operation section, the streetlight shall be placed on that operating schedule; or (2) if the streetlight's annual operating hour equivalent is more than five (5) percent above the closest operating schedule's annual operating hour equivalent, the streetlight shall be placed on the operating schedule with the next highest annual operating hour equivalent.

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
 RETAIL DELIVERY SERVICE

2. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service
Field/Office Survey Charge	See Attachment Agreement for Customer-Owned Street and Area Lighting Attachments

3. Rates for Retail Delivery Service

Customers receiving delivery service under this rate shall be charged the applicable charges contained in the Summary of Retail Delivery Rates, R.I.P.U.C. No. 2095, as in effect from time to time.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
 Energy Efficiency Program Provision  
 Infrastructure, Safety, and Reliability Provision  
[Last Resort Service Adjustment Provision](#)  
 LIHEAP Enhancement Plan Provision  
 Long Term Contracting for Renewable Energy Recovery Provision  
 Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision  
~~Standard Offer Service Adjustment Provision~~  
 Storm Fund Replenishment Provision  
 Street Light Metering Pilot Cost Recovery Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

~~STANDARD OFFER~~ [LAST RESORT SERVICE](#)

Any Customer served under this rate who is eligible for ~~Standard Offer~~ [Last Resort](#) Service shall receive such service pursuant to the ~~Standard Offer~~ [Last Resort](#) 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.

**DETERMINATION OF MONTHLY BILL**

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
RETAIL DELIVERY SERVICE

The monthly bill will be based on the following:

1. ENERGY CHARGES

The Energy Charges for customer-owned street and area lighting are determined by multiplying the current energy rates by the aggregation of Billable kWh Delivered for each light per billing period.

The monthly billable kWh delivered shall be determined by allocating the Annual Billable kWh Delivered to each month based upon the Monthly Operating Hour Equivalents for lights and Operating Schedule as shown below. Applicable to lights under each Operating Schedule, the sum of the monthly billable kWh delivered for each light equals the annual billable kWh delivered in this tariff. Each month's daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in the month. The daily kWh amount is multiplied by the actual number of days for each month during the billing period as measured from the prior billing date to the current billing date, and then multiplied by the energy charges per kWh.

Hours of Operation

The Customer's street and area lighting may be operated for the hours and at the light level of the Customer's choice. However, for billing purposes all individual street and area lighting sources will be billed on an applicable Operating Schedule based upon the nature of the street and area lighting services as follows:

1. Continuous – Street and area lights operate continuously each day of the year, a total of approximately 8,760 hours each year.
2. Dusk-To-Dawn – Street and area lights operate daily at full energy requirements from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of no greater than 4,175 hours each year.
3. Dimming to 70% – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a time equal to the mid-point of the previous Dusk-To-Dawn service period, then an assumed 30% reduction in wattage and energy requirements for a period of reduced light output not to exceed four hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 2,715 hours at full energy requirements and 1,460 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,737 hours each year.
4. Part-Night – Street and area lights operate daily from approximately one-half hour after sunset then turn off at a time equal to the mid-point of the previous Dusk-To-Dawn service period and, as necessary, turn back on four hours later until approximately one-half hour before sunrise, a total of no greater than 2,715 hours each year.
5. Dimming to 50% – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a time equal to the mid-point of the previous Dusk-To-Dawn service period, then an assumed 50% reduction in wattage and energy requirements for a period of reduced light output not to exceed six hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 1,985 hours at full energy requirements and 1,095 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,080 hours each year.

For billing purposes, a streetlight will be placed on an operating schedule based on the following: (1) if the streetlight's annual operating hour equivalent is no more than five (5) percent above the closest operating schedule's

**THE NARRAGANSETT ELECTRIC COMPANY  
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)  
RETAIL DELIVERY SERVICE**

annual operating hour equivalent identified below in the Hours of Operation section, the streetlight shall be placed on that operating schedule; or (2) if the streetlight’s annual operating hour equivalent is more than five (5) percent above the closest operating schedule’s annual operating hour equivalent, the streetlight shall be placed on the operating schedule with the next highest annual operating hour equivalent.

Customers requesting a change in Hours of Operation of a light due to installation or removal of a control device will be required to provide the estimated annual operating hours and energy reduction conditions it anticipates that the control device will provide as defined by the manufacturer’s specifications. The Company will assign the Customer to the appropriate Operating Schedule based upon the Customer’s light source type, billable wattage and expected annual operating hours.

Monthly Operating Hour Equivalents

The Monthly Operating Hour Equivalents provided below represents the equivalent time of full energy deliveries to an individual light following the defined Hours of Operation defined above:

Table of Monthly Operating Hour Equivalents (Hrs)

<u>Month</u>	<u>Days</u>	<u>Operating Schedule</u>				
		<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>	<u>Dimming-50%</u>
January	31	744	442	401	316	348
February	28	672	367	332	254	282
March	31	744	363	326	238	270
April	30	720	309	273	188	218
May	31	744	280	244	156	187
June	30	720	251	218	132	162
July	31	744	267	233	146	176
August	31	744	301	267	179	210
September	30	720	338	300	218	247
October	31	744	392	353	268	298
November	30	720	418	379	297	328
December	31	744	447	411	323	354
Annual	365	8,760	4,175	3,737	2,715	3,080

2. OTHER FEES AND CHARGES

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreements, 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.

**INVENTORY OF LIGHTS**

The Customer shall be responsible for reporting to the Company the quantity, type of light source, Operating Schedule, type of luminaires by location, and the applicable Customer identification reference for all lights that are operating at any time. The Customer shall provide the Company with a complete listing of all luminaires served under this rate within thirty (30) days following the beginning of each calendar year of all facilities in-service as of December 31 of the preceding calendar year. Such reporting is necessary to ensure that the Company bills the Customer accurately for the cost of distribution, transmission, transition, energy efficiency, and any other applicable delivery service charges and, where appropriate, ~~Standard Offer~~ Last Resort Service. The Company may perform random confirmation of operating lights in a municipality to ensure the accuracy of such reports. If the Customer fails to meet the referenced reporting requirements or the identification of unreported lights by the Company, the Company will bill

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
RETAIL DELIVERY SERVICE

the Customer for all charges that would have been billed pursuant to the provisions of the tariff, plus interest charges at a rate of one and one quarter percent per month, from the point in time that the change(s) was estimated to have occurred until the point in time when the change(s) is reflected in the Company's billing system.

**TERMINATION OF SERVICE**

If a Customer that has purchased designated Company street and area lighting facilities subsequently chooses to terminate the service provided by the Company under this tariff, the Customer must provide six months advance written notice of such termination.

**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.

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

## 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,

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

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 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. Luminaire Charges:

An annual charge as enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, includes 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>				
<u>Luminaire Type</u>	<u>Lumen</u>	<u>Nominal</u>		<u>Annual</u>
<u>Luminaire Style</u>	<u>Rating</u>	<u>Wattage</u>	<u>Description</u>	<u>kWh</u>
<u>High Pressure Sodium Vapor</u>				
<u>Decorative Post Top</u>				
Traditional	4,000	50	DEC HPS TR 50W	255
Traditional	9,600	100	DEC HPS TR 100W	493
Aspen Grove	4,000	50	DEC HPS AG 50W	255
Aspen Grove	9,600	100	DEC HPS AG 100W	493
Williamsville	4,000	50	DEC HPS WL 50W	255
Williamsville	9,600	100	DEC HPS WL 100W	493
<u>Decorative Post Top - Twin</u>				
Traditional	4,000	50	DEC HPS TR-TW 50W	510
Traditional	9,600	100	DEC HPS TR-TW 100W	986
Aspen Grove	4,000	50	DEC HPS AG-TW 50W	510
Aspen Grove	9,600	100	DEC HPS AG-TW 100W	986
Williamsville	4,000	50	DEC HPS WL-TW 50W	510
Williamsville	9,600	100	DEC HPS WL-TW 100W	986
<u>Light Emitting Diode ("LED")</u>				
<u>Decorative Post Top</u>				
Traditional	5,000	60	DEC LED TR 60W	255
<u>Decorative Post Top – Twin</u>				
Traditional	5,000	60	DEC LED TR-TW 60W	510

The Company shall use its best efforts to replace existing luminaire with LED luminaire within a reasonable

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

length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company’s crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year 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.

2. Support and Accessory Charges:

An additional annual charge as enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each 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.

Service Type

Support Type  
Standard Style

Description

Underground Service

Decorative Standard  
 Villager with Foundation  
 Washington with Foundation

DEC VILL PT/FDN  
 DEC WASH PT/FDN

Accessory Type

None

3. Other Fees and Charges:

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 Lighting Service 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 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**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following

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

provisions:

Customer Credit Provision  
 Energy Efficiency Program Provision  
 Infrastructure, Safety, and Reliability Provision  
[Last Resort Service Adjustment Provision](#)  
 LIHEAP Enhancement Plan Provision  
 Long Term Contracting for Renewable Energy Recovery Provision  
 Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision  
~~Standard Offer Service Adjustment Provision~~  
 Storm Fund Replenishment Provision  
 Street Light Metering Pilot Cost Recovery Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

**~~STANDARD OFFER~~[LAST RESORT SERVICE](#)**

Any Customer served under this rate who is eligible for ~~Standard Offer~~[Last Resort](#) Service shall receive such service pursuant to the ~~Standard Offer~~[Last Resort](#) 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.

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

2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire. 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. Other Fees and Charges

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 and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

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

### **FAILURE OF LIGHTS TO OPERATE**

Should any decorative 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.

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

**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.

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 enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, are applicable to all street and area lighting facilities:

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual Description</u>	<u>kWh</u>
<u>Incandescent*</u>					
	Roadway	1,000*	105	LUM INC RWY 105W	443
<u>Mercury Vapor*</u>					
	Roadway	4,400*	100	LUM MV RWY 100W	543
		8,500*	175	LUM MV RWY 175W	881
		23,000*	400	LUM MV RWY 400W	1,991
		63,000*	1,000	LUM MV RWY 1000W	4,572
	Floodlight	23,000*	400	LUM MV FLD 400W	1,991
		63,000*	1,000	LUM MV FLD 1000W	4,572
<u>High Pressure Sodium Vapor</u>					
	Roadway	4,000	50	LUM HPS RWY 50W	255
		6,300	70	LUM HPS RWY 70W	359
		9,600	100	LUM HPS RWY 100W	493
		16,000	150	LUM HPS RWY 150W	722
		27,500	250	LUM HPS RWY 250W	1,269
		50,000	400	LUM HPS RWY 400W	1,962
	Wallighter	27,500 (24 hr)	250	WALL HPS 250W 24 HR	2,663
	Floodlight	27,500	250	LUM HPS FLD 250W	1,269
		50,000	400	LUM HPS FLD 400W	1,962
	Post Top	4,000*	50	LUM HPS POST 50W	255
		9,600*	100	LUM HPS POST 100W	493
	Shoebox	9,600*	100	LUM HPS REC 100W-C1	493

THE NARRAGANSETT ELECTRIC COMPANY  
**LIMITED SERVICE - PRIVATE LIGHTING (S-10)**  
 RETAIL DELIVERY SERVICE

RATE (Continued)

Lamp Type

<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual Description</u>	<u>kWh</u>
<u>Metal Halide</u>				
Floodlight				
	32,000	400	LUM MH FLD 400W	1,883
	107,800*	1,000	LUM MH FLD 1000W	4,502
<u>Light Emitting Diode ("LED")</u>				
Roadway				
	2,000	20	LUM LED RWY 20W	88
	2,700	30	LUM LED RWY 30W	130
	5,000	60	LUM LED RWY 60W	255
	13,000	140	LUM LED RWY 140W	589
	25,000	275	LUM LED RWY 275W	1,153
Post Top				
	5,000	60	LUM LED POST 60W	255

The Company shall use its best efforts to replace existing luminaires with LED luminaires within a reasonable length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company's crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year 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. Requests for LED luminaires are also limited to the replacement of existing luminaires at existing locations per the availability of this tariff. \* 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 in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each 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.

Service Type

<u>Support Type</u>	<u>Description</u>
<u>Overhead Service</u>	
<u>Non-Distribution Pole</u>	
Wood Pole	POLE-WOOD

THE NARRAGANSETT ELECTRIC COMPANY  
**LIMITED SERVICE - PRIVATE LIGHTING (S-10)**  
 RETAIL DELIVERY SERVICE

**RATE (Continued)**Service TypeSupport TypeDescriptionUnderground ServiceNon-Metallic Standard

Fiberglass without Foundation\*

POLE FIBR PT EMB&lt;25

Fiberglass with Foundation &lt;25 ft.

POLE FIBER RWY &lt;25'

Fiberglass with Foundation =&gt;25 ft.

POLE FIBER RWY =&gt;25

Metallic Standard

Metallic with Foundation

POLE METAL =&gt;25FT

Accessory Type

None

3. Other Fees and Charges

Additional fees or charges 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 Lighting Service 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 TypeCharge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision

Energy Efficiency Program Provision

Infrastructure, Safety, and Reliability Provision

[Last Resort Service Adjustment Provision](#)

LIHEAP Enhancement Plan Provision

Long Term Contracting for Renewable Energy Recovery Provision

THE NARRAGANSETT ELECTRIC COMPANY  
**LIMITED SERVICE - PRIVATE LIGHTING (S-10)**  
 RETAIL DELIVERY SERVICE

Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision  
~~Standard Offer Service Adjustment Provision~~  
 Storm Fund Replenishment Provision  
 Street Light Metering Pilot Cost Recovery Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

~~STANDARD OFFER~~ LAST RESORT SERVICE

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

THE NARRAGANSETT ELECTRIC COMPANY  
**LIMITED SERVICE - PRIVATE LIGHTING (S-10)**  
 RETAIL DELIVERY SERVICE

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. Other Fees and Charges

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 and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

**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

THE NARRAGANSETT ELECTRIC COMPANY  
**LIMITED SERVICE - PRIVATE LIGHTING (S-10)**  
RETAIL DELIVERY SERVICE

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/linaires 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.

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

**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 provision of this tariff and any related 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

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

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 enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, 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:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>Incandescent*</u>					
	Roadway				
		1,000*	105	LUM INC RWY 105W	443
		2,500*	205	LUM INC RWY 205W	860
<u>Mercury Vapor*</u>					
	Roadway				
		4,400*	100	LUM MV RWY 100W	543
		8,500*	175	LUM MV RWY 175W	881
		13,000*	250	LUM MV RWY 250W	1,282
		23,000*	400	LUM MV RWY 400W	1,991
		63,000*	1,000	LUM MV RWY 1000W	4,572
	Floodlight				
		23,000*	400	LUM MV FLD 400W	1,991
		63,000*	1,000	LUM MV FLD 1000W	4,572
	Post Top				
		8,500*	175	LUM MV POST 175W	881
<u>Metal Halide</u>					
	Floodlight				
		32,000	400	LUM MH FLD 400W	1,883
		107,800*	1,000	LUM MH FLD 1000W	4,502

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

**RATE (Continued)**Lamp Type

<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>High Pressure Sodium Vapor</u>				
Roadway				
	4,000	50	LUM HPS RWY 50W	255
	6,300	70	LUM HPS RWY 70W	359
	9,600	100	LUM HPS RWY 100W	493
	16,000	150	LUM HPS RWY 150W	722
	27,500	250	LUM HPS RWY 250W	1,269
	50,000	400	LUM HPS RWY 400W	1,962
Wallighter				
	27,500 (24 Hr)	250	WALL HPS 250W 24 HR	2,663
Post Top				
	4,000**	50	LUM HPS POST 50W	255
	9,600**	100	LUM HPS POST 100W	493
Floodlight				
	27,500	250	LUM HPS FLD 250W	1,269
	50,000	400	LUM HPS FLD 400W	1,962
<u>Light Emitting Diode ("LED")</u>				
Roadway				
	2,000	20	LUM LED RWY 20W	88
	2,700	30	LUM LED RWY 30W	130
	5,000	60	LUM LED RWY 60W	255
	13,000	140	LUM LED RWY 140W	589
	25,000	275	LUM LED RWY 275W	1,153
Post Top				
	5,000**	60	LUM LED POST 60W	255

\* 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.

The Company shall use its best efforts to replace existing luminaires with LED luminaires within a reasonable length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company's crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year 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.

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

**RATE (Continued)**

2. **Support and Accessory Charges:**

An additional annual charge as enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each 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.

Service Type

Support Type

Description

Overhead Service

Non-Distribution Pole

Wood Pole

POLE-WOOD

Underground Service

Non-Metallic Standard

Fiberglass without Foundation\*

POLE FIBR PT EMB<25

Fiberglass with Foundation <25 feet

POLE FIBER PT <25'  
(Or) POLE FIBER RWY<25'

Fiberglass with Foundation =>25 feet

POLE FIBER RWY =>25

Metallic Standard

Metallic Direct Embedded (No Fdn.)\*

POLE METAL EMBEDDED

Metallic with Foundation

POLE METAL =>25FT

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

Accessory Type

None

3. **Other Fees and Charges:**

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 Lighting Service 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 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.

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

Fee or Charge TypeCharge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
 Energy Efficiency Program Provision  
 Infrastructure, Safety, and Reliability Provision  
[Last Resort Service Adjustment Provision](#)  
 LIHEAP Enhancement Plan Provision  
 Long Term Contracting for Renewable Energy Recovery Provision  
 Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision  
~~Standard Offer Service Adjustment Provision~~  
 Storm Fund Replenishment Provision  
 Street Light Metering Pilot Cost Recovery Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

**~~STANDARD OFFER~~ [LAST RESORT SERVICE](#)**

Any Customer served under this rate who is eligible for ~~Standard Offer~~ [Last Resort](#) Service shall receive such service pursuant to the ~~Standard Offer~~ [Last Resort](#) 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 NARRAGANSETT ELECTRIC COMPANY  
**GENERAL STREET AND AREA LIGHTING SERVICE (S-14)**  
 RETAIL DELIVERY 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. 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. Other Fees and Charges

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

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

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 and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

### **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.

### **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

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

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 charges enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, for the temporary turn off.

### 1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>Incandescent</u>	Roadway	1,000	105	LUM INC RWY 105WTT	n/a
		2,500	205	LUM INC RWY 205WTT	n/a
<u>Mercury Vapor</u>	Roadway	4,400	100	LUM MV RWY 100W TT	n/a
		8,500	175	LUM MV RWY 175W TT	n/a
		13,000	250	LUM MV RWY 250W TT	n/a

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

23,000      400      LUM MV RWY 400W TT      n/a

**RATE (Continued)**Lamp Type

<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
Floodlight	63,000	1,000	LUM MV RWY 1000WTT	n/a
	23,000	400	LUM MV FLD 400W TT	n/a
Post Top	63,000	1,000	LUM MV FLD 1000WTT	n/a
	8,500	175	LUM MV POST 175W TT	n/a

Metal Halide

Floodlight	32,000	400	LUM MH FLD 400W TT	n/a
	107,800	1,000	LUM MH FLD 1000W TT	n/a

High Pressure Sodium Vapor

Roadway	4,000	50	LUM HPS RWY 50W TT	n/a
	6,300	70	LUM HPS RWY 70W TT	n/a
	9,600	100	LUM HPS RWY 100W TT	n/a
	16,000	150	LUM HPS RWY 150W TT	n/a
	27,500	250	LUM HPS RWY 250W TT	n/a
	50,000	400	LUM HPS RWY 400W TT	n/a
Wallighter	27,500 (24 Hr)	250	WALL HPS 250W 24 TT	n/a
Post Top	4,000	50	LUM HPS POST 50W TT	n/a
	9,600	100	LUM HPS POST 100W TT	n/a
Floodlight	27,500	250	LUM HPS FLD 250W TT	n/a
	50,000	400	LUM HPS FLD 400W TT	n/a

Light Emitting Diode ("LED")

Roadway	2,000	20	LUM LED RWY 20W TT	n/a
	2,700	30	LUM LED RWY 30W TT	n/a
	5,000	60	LUM LED RWY 60W TT	n/a
	13,000	140	LUM LED RWY 140W TT	n/a
	25,000	275	LUM LED RWY 275W TT	n/a

Post Top

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

5,000\*\*      60      LUM LED POST 60W TT      n/a

**RATE (Continued)**

2. Support and Accessory Charges:

Service Type

Support Type

Description

Overhead Service

Non-Distribution Pole

Wood Pole

POLE – WOOD TEMPOFF

Underground Service

Non-Metallic Standard

Fiberglass without Foundation

POLE FIBR EMB<25TT

Fiberglass with Foundation < 25 ft.

POLE FIBER PT <25TT

(Or) POLE FIBER RWY <25TT

Fiberglass with Foundation =>25 ft.

POLE FIBER RWY =>25TT

Metallic Standard

Metallic Direct Embedded (No Fdn.)

POLE METAL EMB TT

Metallic with Foundation

POLE METAL=>25' TT

3. Other Fees and Charges:

Fee or Charge Type

Charge Amount

Reactivation Charge

\$25.00

Crew Protection

Customer Responsibility

**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 municipal Customer must provide written notice to the Company requesting such temporary turn off

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

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 minimum term of one year, 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 of the General Street and Area Lighting tariff for 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.

**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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**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**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
Energy Efficiency Program Provision  
Infrastructure, Safety, and Reliability Provision  
[Last Resort Service Adjustment Provision](#)  
LIHEAP Enhancement Plan Provision

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

Long Term Contracting for Renewable Energy Recovery Provision  
Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
Net Metering Provision  
Pension Adjustment Mechanism Provision  
Performance Incentive Recovery Provision  
Qualifying Facilities Power Purchase Rate  
Renewable Energy Growth Program Cost Recovery Provision  
Residential Assistance Provision  
Revenue Decoupling Mechanism Provision  
~~Standard Offer Service Adjustment Provision~~  
Storm Fund Replenishment Provision  
Transition Cost Adjustment Provision  
Transmission Service Cost Adjustment Provision

~~STANDARD OFFER~~ LAST RESORT SERVICE

The customer may take ~~Standard Offer~~ Last Resort Service pursuant to the terms of the ~~Standard Offer~~ Last Resort 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 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**

REDLINED

R.I.P.U.C. No. ~~2194~~2235

Sheet 3

Canceling R.I.P.U.C. No. ~~2108~~2194

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

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.

NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR ~~STANDARD OFFER~~LAST RESORT SERVICE

## AVAILABILITY

~~Standard Offer~~Last Resort Service shall be available to all Customers (including new Customers) who have not elected to take their electric supply from a non-regulated power producer or any Customer who, for any reason, has stopped receiving Generation Service from a non-regulated power producer.

## MONTHLY CHARGE

The Charge for ~~Standard Offer~~Last Resort Service will be the sum of the applicable ~~Standard Offer~~Last Resort Service charges in addition to all appropriate Retail Delivery charges as stated in the applicable tariff. The monthly charge for ~~Standard Offer~~Last Resort Service shall also include the costs incurred by the Company to comply with the Renewable Energy Standard, established in R.I.G.L. Section 39-26-1 and the costs to comply with the Commission's Rules Governing Energy Source Disclosure. The charge for ~~Standard Offer~~Last Resort Service will include the administrative costs associated with the procurement of ~~Standard Offer~~Last Resort Service, including an adjustment for uncollectible accounts as approved by the Commission.

## RATE FOR ALL CLASSES

The Summary of ~~Standard Offer~~Last Resort Service Charges, RIPUC Tariff No. 2096 to this tariff sets forth the rates for each rate class for the specified period. These rates are subject to change at the end of the period specified in the Summary of ~~Standard Offer~~Last Resort Service Charges, RIPUC Tariff No. 2096. The Company will file a new Summary of ~~Standard Offer~~Last Resort Service Charges, RIPUC Tariff No. 2096 for the next pricing period prior to the expiration of the current period.

The rates for each rate class shall be as follows:

Residential Group (Rates A-16, A-60). The rate applicable to this class shall be a fixed price that represents a weighted average of the actual monthly contract prices over the period specified in the Summary of ~~Standard Offer~~Last Resort Service Charges, RIPUC Tariff No. 2096, plus an estimate of the costs of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from the Independent System Operator – New England (“ISO-NE”).

Commercial Group (Rates C-06, G-02, S-06, S-10, S-14). There are two rate options available to customers in the Commercial Group. The Summary of ~~Standard Offer~~Last Resort Service Charges, RIPUC Tariff No. 2096 to this tariff sets forth the rate options for each rate class for the specified six month period. One option is referred to as the “Fixed Price Option”. The second option is referred to as the “Variable Price Option”. The rates for each option are subject to change at the end of the six month period specified in the Summary of ~~Standard Offer~~Last Resort Service Charges, RIPUC Tariff

NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR ~~STANDARD OFFER~~LAST RESORT SERVICE

No. 2096.

Fixed Price Option: represents a weighted average of the applicable winning bid over six months plus an estimate of the costs of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from ISO-NE. Customers receiving retail delivery service on Rate C-06 will be placed on the Fixed Price Option when initially requesting ~~Standard Offer~~Last Resort Service from the Company.

Variable Price Option: represents the actual monthly price from the applicable winning bid for each month of the same six month period plus an estimate of the costs of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from ISO-NE. Customers receiving retail delivery service on Rates G-02, S-06, S-10, and S-14 will be placed on the Variable Price Option when initially requesting ~~Standard Offer~~Last Resort Service from the Company.

All customers in the Commercial Group will have the option to switch to a different pricing option once during a twelve month period. After the initial assignment to a pricing option, each customer may choose a different pricing option, however, once the election has been made, the customer must remain on the chosen pricing option for a period of at least twelve (12) months.

Customers may notify the Company at any time to elect a different pricing option, provided that such notification is received at least two business days prior to the Customer's scheduled meter read date that occurs prior to either a January 1 or July 1 ~~Standard Offer~~Last Resort rate change. After receiving the notice, the switch will be made by the Company on the scheduled meter read date immediately preceding the next scheduled ~~Standard Offer~~Last Resort Service rate change (either January 1 or July 1).

Industrial Group (Rates B-32, G-32, and X-01). The rates applicable to this class shall be fixed monthly prices, representing the actual monthly contract prices for each month of the period specified in the Summary of ~~Standard Offer~~Last Resort Service Charges, RIPUC Tariff No. 2096, or may be based upon estimates of the cost of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from ISO-NE.

**TERMINATION OF ~~STANDARD OFFER~~LAST RESORT SERVICE**

~~Standard Offer~~Last Resort Service may be terminated by a Customer upon the next scheduled meter read provided that notice of the change of supplier was received in accordance with the Company's Terms and Conditions for Non-regulated Power Producers.

REDLINED

RIPUC No. ~~2202~~2236

Sheet 3

Canceling RIPUC No. ~~2155~~2202

NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR ~~STANDARD OFFER~~LAST RESORT SERVICE

There shall be no fee for terminating ~~Standard Offer~~Last Resort Service.

**RATE CHANGES**

The rates set forth in this tariff are effective for usage on and after the Effective Date. Any changes will be filed with the Commission and are subject to Commission review and approval.

THE NARRAGANSETT ELECTRIC COMPANY  
**STANDARD OFFER LAST RESORT SERVICE 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 Last Resort Service, which costs are not recovered from customers through the Standard Offer Last Resort 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 Last Resort Service: 1) the Standard Offer Last Resort Service Supply Reconciliation and 2) the Standard Offer Last Resort Administrative Cost Reconciliation. In the Standard Offer Last Resort Service Supply Reconciliation, the Company shall reconcile its total cost of purchased power for Standard Offer Last Resort Service supply against its total purchased power revenue. Total purchased power revenue shall mean all revenue billed to Standard Offer Service customers through the Standard Offer Last Resort Service rates for the applicable 12 month reconciliation period, adjusted by the "Revenue Adjustment," as defined below. The Revenue Adjustment shall increase revenue in the reconciliation if the variable rate billing less fixed rate billing is positive, and the Revenue Adjustment shall decrease revenue in the reconciliation if the variable rate billing less the fixed rate billing is negative. The excess or deficiency ("Standard Offer Last Resort Adjustment Balance") shall be credited to, or recovered from, customers through a 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.

If there is a positive or negative balance in the then current Standard Offer Last Resort 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 Last Resort Adjustment Balance for the new reconciliation period.

Beginning July 1, 2015, for customers leaving Standard Offer Last Resort Service during a pricing period to receive their electric supply from a Non-regulated Power Producer, the Company shall calculate a "Revenue Adjustment" which shall be the difference between the amount customers in the Residential (Retail Delivery Service Rates A-16 and A-60) and Commercial (Retail Delivery Service Rates C-06, G-02, S-05, S-06, S-10, and S-14) Groups were billed for Standard Offer Last Resort Service at the fixed rate as provided for in the Company's Tariff for Standard Offer Last resort Service, R.I.P.U.C. No. [21552236](#), as may be amended from time to time, and the amount they would have been billed at the monthly variable rates underlying the applicable fixed rate. The calculation shall cover the time between the beginning of a pricing period for the fixed rate and the last day the customer received and was billed for Standard Offer Last Resort Service. The amount, including interest calculated at the rate in effect for customer deposits, shall be recovered from or credited to all retail delivery service customers.

THE NARRAGANSETT ELECTRIC COMPANY  
**STANDARD-OFFERLAST RESORT SERVICE ADJUSTMENT PROVISION**

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

In the Standard-OfferLast Resort Administrative Cost Reconciliation, the Company shall reconcile its administrative cost of providing Standard-OfferLast Resort Service with its Standard OfferLast Resort 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 credited to, or recovered from, Standard-OfferLast Resort Service Customers in the subsequent year's Standard-OfferLast resort Service Administrative Cost Factor. The Company may file to change the Standard-OfferLast Resort Service Administrative Cost Factor at any time should significant over- or under- recoveries of Standard-OfferLast Resort Service administrative costs occur.

For purposes of calculating the Standard-OfferLast Resort Service Administrative Cost Factors, which is applicable to customers receiving Standard-OfferLast Resort Service, administrative costs associated with arranging Standard-OfferLast Resort 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-OfferLast Resort Service;
3. the costs associated with the procurement of Standard-OfferLast Resort Service including requests for bids, contract negotiation, and execution and contract administration;
4. the costs associated with notifying Standard-OfferLast Resort Service customers of the rates for Standard-OfferLast Resort Service and the costs associated with updating rate change in the Company's billing system; and
5. an allowance for Standard-OfferLast Resort Service- related uncollectible accounts receivables associated with amounts billed through Standard-OfferLast Resort Service rates, the Renewable Energy Standard charge and the Standard-OfferLast Resort Service Administrative Cost Factors at the rate approved by the Commission.

THE NARRAGANSETT ELECTRIC COMPANY  
**STANDARD OFFER LAST RESORT SERVICE ADJUSTMENT PROVISION**

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

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

Effective: July 1, 2015

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

1. Applicability

1A The following Terms and Conditions shall apply to every GreenUp Service Supplier authorized to do business within the State of Rhode Island and Providence Plantations, and to every Customer and Distribution Company doing business with said GreenUp Service Supplier.

1B Nothing in these Terms and Conditions shall be construed to affect the Distribution Company's obligations under the Distribution Company's residential rates and Small C&I Rate (C-06), each as revised, amended, supplemented, or supplanted in whole or in part from time to time pursuant to the procedures established in R.I.P.U.C. regulations and Rhode Island law.

1C These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time pursuant to the procedures established in R.I.P.U.C. regulations and Rhode Island law. In the case of a conflict between these Terms and Conditions and any orders or regulations of the R.I.P.U.C., said orders or regulations shall govern. In the event of: (i) a change in Rhode Island law or R.I.P.U.C. regulations that, in the Company's sole judgment, adversely affects the provision of GreenUp Service as set forth in these Terms and Conditions or (ii) in the event that twenty percent (20%), in the aggregate, of the Company's Customers currently taking Distribution Service under the Company's residential rates select an NPP to provide generation service, the Company will institute a review of GreenUp Service with interested parties to evaluate the need for the continuation of GreenUp Service.

1D No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary hereto. Any such modification to these Terms and Conditions or any such promise contrary hereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the R.I.P.U.C., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the R.I.P.U.C.

2. Definitions

Any capitalized term used in these Terms and Conditions and not otherwise defined herein shall have the meaning ascribed to it in the R.I.P.U.C.'s rules and requirements or in the New England Power Pool ("NEPOOL") Generation Information System Operating Rules.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who: (i) obtains Distribution Service at a Customer Delivery Point under the Company’s residential rates or Small C&I Rate (C-06) (ii) is a customer of record of the Company, and (iii) is receiving ~~Standard Offer or~~ Last Resort Service from the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Distribution Company” or “Company” shall mean The Narragansett Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“EBT Standards” shall mean the Electronic Business Transactions (“EBT”) Standards found on the Company’s website at [https://www9.nationalgridus.com/narragansett/non\\_html/supplier\\_rieht.pdf](https://www9.nationalgridus.com/narragansett/non_html/supplier_rieht.pdf).

<http://www.narragansett.com/inside/suppinfo/eht/index.htm>.

“Effective Date” shall mean the date on which GreenUp Service commences for a given Customer, pursuant to Section 4B below.

“Enrollment period” shall mean, for a particular Customer, the period of time during which a GreenUp Service Supplier may submit an enrollment transaction to a Distribution Company for initiation of GreenUp Service concurrent with the start of the Customer’s next billing cycle.

“Environmental Disclosure Statement” shall mean a statement or label provided by GreenUp Service Supplier to the Customer in compliance with the R.I.P.U.C. Consumer Protection Requirements for NPPs and prepared in accordance with these Terms and Conditions.

“GIS” shall mean the New England Power Pool Generation Information System.

“GreenUp Service” shall mean the program under which GreenUp Service Supplier will sell RECs to Customers who are provided ~~Standard Offer and~~ Last Resort Service by the Company and will purchase on the behalf of Customers the number of RECs equal to GreenUp Service Supplier’s billed REC obligation, and the Company will perform the functions necessary to bill and account for the RECs.

“GreenUp Service Supplier” shall mean any entity selling RECs to Customers and purchasing RECs on behalf of Customers in Rhode Island pursuant to these Terms and Conditions.

“Last Resort Service” shall mean the service provided by the Distribution Company pursuant to the Distribution Company’s tariffs, on file with the R.I.P.U.C.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

“Nonregulated Power Producer” or “NPP” shall have the meaning set forth in the Rhode Island General Laws §39-1-2.

“Proper Authorities” shall mean the R.I.P.U.C., the Rhode Island State Energy Office, the Division of Public Utilities and Carriers, and the Attorney General of the State of Rhode Island and Providence Plantations.

“Quarterly Billed Obligation” shall mean the RECs billed to Customers in any given quarter, as adjusted for transmission and distribution losses, using the methodology set forth in Appendix A to these Terms and Conditions.

“REC” shall mean Renewable Energy Certificate, which shall be one one-thousandth (1/1000<sup>th</sup>) of a GIS certificate from a generator that is eligible under the New England region-specific portions of the Green-e Standard for Electricity Products (II. Qualifying Sources of Renewable Generation), as established by the Center for Resource Solutions, ~~and found at [http://www.green-e.org/ipp/standard\\_for\\_marketers.html](http://www.green-e.org/ipp/standard_for_marketers.html)~~. The definition of REC does not encompass the Green-e Tradable Renewable Certificate Certification Standard, also established by the Center for Resource Solutions, ~~and found at [http://www.green-e.org/pdf/trc\\_standard.pdf](http://www.green-e.org/pdf/trc_standard.pdf)~~. RECs transferred through the GreenUp Service program represent all of the value, attributes, and credits of the associated unit of energy. Specifically, RECs will not be eligible for inclusion in the GreenUp Service program if the associated emissions credits or emission allowances have been or are scheduled to be sold in a separate market.

“R.I.P.U.C.” shall mean the Rhode Island Public Utilities Commission.

~~“Standard Offer Service” shall mean the service provided by the Distribution Company pursuant to the Distribution Company's tariffs, on file with the R.I.P.U.C.~~

“Terms and Conditions” shall mean these Terms and Conditions for GreenUp Service, applicable to GreenUp Service Suppliers.

“Trading Period” shall have the meaning set for in the GIS Operating Rules.

### 3. Obligations of the Parties

#### 3A Customer

A Customer shall select one GreenUp Service Supplier per account at any given time, or authorize an agent to make the selection for the Customer. The Customer must provide the selected GreenUp Service Supplier with the information necessary to allow the

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

GreenUp Service Supplier to initiate GreenUp Service, in accordance with Section 4B below.

3B    Distribution Company

The Company shall:

- (1)    Read meters;
- (2)    Submit bills to Customers for the GreenUp Service Supplier's sale of the RECs to the Customer;
- (3)    Address billing inquiries for GreenUp Service;
- (4)    Account for the RECs billed to each Customer receiving GreenUp Service;
- (5)    Process EBTs submitted by GreenUp Service Suppliers and send the necessary EBTs to GreenUp Service Suppliers, in accordance with Section 4 and Section 8 below and the rules and procedures set forth in the EBT Standards;
- (6)    Coordinate the accounting of the RECs with GIS;
- (7)    Send quarterly activity reports specifying each GreenUp Service Supplier's Quarterly Billed Obligation, deposits of GIS certificates into each GreenUp Service Supplier's account, net balance of RECs in each GreenUp Service Supplier's subaccount, and revenues billed and collected by the Company for each GreenUp Service Supplier, together with any adjustments to those revenues, to GreenUp Service Suppliers prior to the start of the subsequent Trading Period as described in Section 5B below; and
- (8)    Send to GreenUp Service Suppliers, on a quarterly basis, the information necessary for GreenUp Service Suppliers to create their Environmental Disclosure Statements.

3C.    GreenUp Service Supplier

- (1)    GreenUp Service Supplier shall comply with all R.I.P.U.C. and Division

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

of Public Utilities and Carriers requirements relating to NPPs and shall register as an NPP pursuant to the rules, regulations, and prerequisites established by and under the Proper Authorities and Rhode Island law, including, but not limited to, the Rules Applicable to NPPs as promulgated by the State of Rhode Island and Providence Plantations – Division of Public Utilities and Carriers; provided, however, that GreenUp Service Suppliers shall not be required to comply with Rule II, Section A(10) of the Rules Applicable to NPPs unless such GreenUp Service Supplier is engaged in the business of producing, manufacturing, generating, buying, aggregating, marketing, or brokering electricity for sale at wholesale or for retail sale to the general public.

- (2) GreenUp Service Supplier shall be required to execute a standard service agreement (“Service Agreement”) with the Company.
- (3) GreenUp Service Supplier shall be required to complete testing of the transactions included in the EBT Standards prior to the initiation of GreenUp Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the EBT Standards.
- (4) GreenUp Service Supplier shall purchase RECs in quantities sufficient to meet the commitments outlined in Section 5 below for Customers who are purchasing GreenUp Service.
- (5) GreenUp Service Supplier shall deliver RECs to the Company at such times and in such quantities sufficient to meet the commitments outlined in Section 5 below. GreenUp Service Supplier's obligation to deliver RECs in accordance with Section 5 shall not be reduced, cancelled, or otherwise affected by Customer's nonpayment for GreenUp Service; provided, however, that pursuant to Section 4C(1) below of these Terms and Conditions, GreenUp Service Supplier shall have the right to terminate GreenUp Service to a Customer for, among other things, such Customer's nonpayment for GreenUp Service.
- (6) GreenUp Service Supplier shall obtain the Necessary Authorization from each Customer by an approved method prior to initiating GreenUp Service to any Customer. For the purposes of this section, the term “Necessary Authorization” may be evidenced by a customer-signed Letter of Authorization, Third-party Verification, electronic correspondence initiated by Customer to the GreenUp Service Supplier indicating Customer's authorization or the completion by Customer of an electronic authorization form located on the website of GreenUp Service Supplier, or the completion of a toll-free call made by the Customer to an independent third party operating in a location

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

physically separate from the telemarketing representative who has obtained the Customer's initial oral authorization to select a GreenUp Service Supplier.

- (i) Letter of Authorization. For the purposes of this section, the term “Letter of Authorization” means an easily separable document, including, but not limited to, the enrollment cards or ballots inserted by the Company in its monthly electric bills to Customers, whose sole purpose is to authorize a GreenUp Service Supplier to initiate GreenUp Service to a Customer. The Letter of Authorization must be signed and dated by the Customer.
- (ii) Third-party Verification. For the purposes of this section, the term “Third-party Verification” means an appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's oral authorization to select a GreenUp Service Supplier, such authorization to include appropriate verification data, such as the Customer's date of birth and social security number or other voluntarily submitted information; provided, however, any such information or data in the possession of the third party verifier or the marketing company shall not be used, in any instance, for commercial or other marketing purposes, and shall not be sold, delivered, or shared with any other party for such purposes.
- (7) GreenUp Service Supplier shall be solely responsible for responding to Customer questions related to GreenUp Service Supplier’s obligations under these Terms and Conditions, the Service Agreement, and any related agreements.
- (8) GreenUp Service Supplier may not require customers to: (i) participate in GreenUp Service for a fixed term or length of time or (ii) purchase a minimum number of RECs as a condition of participating in GreenUp Service, beyond the monthly GreenUp Service purchases by customer during the period the customer is enrolled in GreenUp Service. Upon termination of GreenUp Service by either customer or GreenUp Service Supplier, GreenUp Service Supplier may not assess a termination fee or other penalty to such customer.
- (9) GreenUp Service Supplier may not require Customers receiving GreenUp Service to post deposits with GreenUp Service Supplier or assess Customers any charges, fees, or penalties associated with GreenUp Service beyond the charges for GreenUp Service reflected on the billings by the Company to the Customer for GreenUp Service.
- (10) GreenUp Service Supplier shall provide Environmental Disclosure Statements to Customers in accordance with Section 5E below.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

4. GreenUp Service Options; Initiation and Termination of GreenUp Service4A. Options for GreenUp Service

Each GreenUp Service product offered to Customers by GreenUp Service Suppliers shall be based on the following options: (i) RECs corresponding to fixed blocks of energy consumption (“Fixed Block Option”) or (ii) RECs corresponding to percentages of actual energy consumption (“Percentage of Energy Option”). For each GreenUp Service product offered to Customers, the GreenUp Service Supplier shall inform the Company of the percentage of RECs included in that particular GreenUp Service product offering, disaggregated to a level of detail sufficient to determine whether the GreenUp Service Supplier has provided the required Generation Attribute mix corresponding to that product offering.

- (i) **Fixed Block Option** – GreenUp Service Supplier offers Customers products based on blocks of RECs. The size of the individual blocks will be determined by each GreenUp Service Supplier. For this option, the quantity of RECs provided by GreenUp Service Supplier to the Company would be the lesser of: (a) the block amount or (b) the Customer’s billed consumption.
- (ii) **Percentage of Energy Option** – GreenUp Service Supplier offers Customers different prices per kilowatt-hour applied to all billed consumption based on the following options: (a) purchase of RECs equal to twenty-five percent (25%) of billed consumption; (b) purchase of RECs equal to fifty percent (50%) of billed consumption; (c) purchase of RECs equal to seventy-five percent (75%) of billed consumption; or (d) purchase of RECs equal to one-hundred percent (100%) of billed consumption. For any GreenUp Service Supplier product offering based upon this option, the percentage of RECs contained in that product offering shall be no less than twenty-five percent (25%).

4B. Initiation of GreenUp Service

To initiate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit an “enroll customer” transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The GreenUp Service Supplier shall hold the “enroll customer” transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the GreenUp Service Supplier a “successful enrollment” transaction, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall commence on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted the enrollment transaction at least two business days before the meter read date, GreenUp Service shall commence on the date of the Customer's subsequent meter read.

If a second GreenUp Service Supplier submits an "enroll customer" transaction for the same Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

#### 4C. Termination of GreenUp Service

##### (1) Termination Initiated by the GreenUp Service Supplier

To terminate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall be terminated on the date of the customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Distribution Company shall send a "confirm drop date" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service Supplier shall have the right, in its sole discretion, to terminate GreenUp Service to a Customer for any reason pursuant to these Terms and Conditions.

##### (2) Termination Initiated by Customer

To terminate GreenUp Service with a GreenUp Service Supplier, a Customer may inform either the Distribution Company or the GreenUp Service Supplier. If the Customer informs the Distribution Company directly, GreenUp Service to the Customer shall be terminated within two business days. The Distribution Company shall send a "customer drops supplier" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

If the GreenUp Service Supplier informs the Distribution Company of the Customer's desire to terminate GreenUp Service, the GreenUp Service Supplier shall send a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Standards. The Customer's GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read.

(3) Customer Switches GreenUp Service Supplier

In those instances when a Customer who is receiving GreenUp Service from an existing GreenUp Service Supplier initiates GreenUp Service with a new GreenUp Service Supplier, the Distribution Company shall send the existing GreenUp Service Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Standards.

(4) Customer Leaves ~~Standard Offer or~~ Last Resort Service

GreenUp Service to a Customer shall be terminated automatically and the Company shall send a "customer drops supplier" transaction when a Customer leaves ~~Standard Offer or~~ Last Resort Service for any reason, including but not limited to the following: (i) the Customer selects an NPP to provide Customer's generation service; (ii) the Customer moves out of the Distribution Company's service territory; ~~or (iii) the Customer is transferred to an alternative electric service provider at the end of Standard Offer Service.~~

4D Customer Moves

A Customer participating in GreenUp Service that moves within Distribution Company's service territory shall have the opportunity to notify the Distribution Company that Customer seeks to continue GreenUp Service with Customer's existing GreenUp Service Supplier and shall not be required to re-enroll in GreenUp Service. Upon such notification, the Distribution Company shall send a "customer move" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

4E Other Provisions

Distribution Companies and GreenUp Service Suppliers shall send "change enrollment detail" transactions to change any information included in the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Standards.

If any of the transactions described in these Terms and Conditions are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the GreenUp Service Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Standards.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

5. GreenUp Service Supplier Purchase and Delivery Obligations; Reporting; REC Deficiency; Environmental Disclosure Statements5A GreenUp Service Supplier's Delivery of RECs; Accounting

On behalf of each GreenUp Service Supplier, the Company shall establish one or more GIS subaccounts to track and account for the RECs required to be delivered by each GreenUp Service Supplier to the Company. The Company shall calculate the GreenUp Service Supplier's Quarterly Billed Obligation within each subaccount and compare that total to the RECs delivered by each GreenUp Service Supplier to the Company. Delivered RECs shall be deposited into GreenUp Service Supplier's subaccount(s) as directed by the GreenUp Service Supplier. Each GreenUp Service Supplier shall be responsible for providing sufficient RECs to comply with its agreements with its Customers and all applicable regulatory requirements, and, subject to those requirements, shall retain the discretion to provide to the Company greater or fewer quantities of RECs during a given Trading Period than required to meet GreenUp Service Supplier's Quarterly Billed Obligation. By the close of such Trading Period, the Company shall deposit into each GreenUp Service Supplier's subaccount(s) the number of RECs actually delivered by GreenUp Service Supplier to the Company during the Trading Period. The GreenUp Service Supplier's REC deliveries and Quarterly Billed Obligation will be used by GreenUp Service Supplier to develop GreenUp Service Supplier's Environmental Disclosure Statement in accordance with Section 5E below and Appendix A to these Terms and Conditions. The GreenUp Service Supplier shall be solely responsible for assuring that sufficient RECs are delivered to each of its subaccounts to meet its contractual obligations to its Customers.

5B Reporting

The Company shall provide to each GreenUp Service Supplier a report, in electronic form, of activity generated from GreenUp Service Supplier's subaccounts on a quarterly basis, as described in Section 3B(7) above. The subaccount activity report shall be provided prior to the start of each Trading Period and shall include load information pertaining to GreenUp Service Supplier through the prior calendar quarter corresponding to such Trading Period. In providing load information to the GreenUp Service Supplier, the Company shall not be responsible to the GreenUp Service Supplier for any estimating errors associated with the load information nor for any costs, revenue losses, or other losses or damages suffered by GreenUp Service Supplier in connection with such estimating errors.

In addition, the Company will provide quarterly reports of each GreenUp Service Supplier's subaccount activities to the Proper Authorities with a request that the

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

information be treated on a confidential basis under the regulations governing the Proper Authorities. Where possible, the subaccount activity reports for each GreenUp Service Supplier submitted to the Proper Authorities shall be based on aggregate data within each subaccount without identification of the Customers served by specific GreenUp Service Suppliers.

5C Disqualification in the Event of REC Deficiency

If GreenUp Service Supplier commits a material breach of this Section 5, as determined by a Proper Authority, such GreenUp Service Supplier shall be barred from providing GreenUp Service in the future, the Company shall discontinue the performance of its GreenUp Service obligations to the breaching GreenUp Service Supplier, and the Company will notify the other Proper Authorities of the GreenUp Service Supplier's failure to meet its commitments. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or other losses or damages suffered by the GreenUp Service Supplier as a result of the GreenUp Service Supplier's disqualification or the Company's discontinuance.

5D Responsibilities for REC Deficiency

The Company shall not be responsible to the Customer or the GreenUp Service Supplier for any deficiency between the GreenUp Service Supplier's REC obligations pursuant to this Section 5 and the quantity of RECs actually delivered by the GreenUp Service Supplier to the Company.

5E Environmental Disclosure Statements

GreenUp Service Suppliers shall provide Environmental Disclosure Statements to Customers in accordance with the R.I.P.U.C. Consumer Protection Requirements for NPPs and these Terms and Conditions.

6. Distribution Service Interruption6A. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in its tariffs. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's GreenUp Service Supplier of record upon final billing to the Customer. Upon the discontinuance of Distribution Service to a Customer, the provision of GreenUp Service to the Customer shall also be terminated and a new enrollment transaction shall be

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

required to reinstate GreenUp Service. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or any other losses or damages suffered by the GreenUp Service Supplier as a result of any such disconnection.

The Customer shall not be subject to disconnection of Distribution Service solely for the nonpayment of GreenUp Service.

7. Metering7A Meter Reading

The Company shall meter each Customer in accordance with the Company's tariff provisions.

7B Ownership of Metering Equipment

Should a Customer or a GreenUp Service Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or GreenUp Service Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and shall be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier for the provision and installation of the meter or communication device upon installation of the meter or communication device.

8. Billing8A. Billing Procedure

The Company shall issue a single bill for electric service and GreenUp Service to each Customer receiving GreenUp Service.

The Company shall use the pricing options and rates supplied by the GreenUp Service Supplier to calculate the GreenUp Service Supplier's portion of Customer bills, and integrate the billing relating to the GreenUp Service Supplier with the Company's own billing in a single mailing to the Customer. The Company shall send a "customer usage

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

and billing information” transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

Gross earnings tax and sales tax shall be computed, billed, treated, and paid in accordance with the Company’s Terms and Conditions for NPPs.

Upon receipt of Customer payments, the Company shall send a “payment/adjustment” transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. Customer revenue due to the GreenUp Service Supplier shall be transferred to the GreenUp Service Supplier in accordance with the Service Agreement entered into between the GreenUp Service Supplier and the Company.

A Customer’s payment shall be allocated between the Distribution Company and the GreenUp Service Supplier in the following manner: 1) Company arrears; 2) GreenUp Service Supplier arrears; 3) Company current bill; and 4) GreenUp Service Supplier current bill.

No interest will accrue on Customer arrears associated with GreenUp Service.

#### 8B. Summary Billing

The Company has offered certain of the Company’s Customers with multiple electric service accounts a Summary Billing option. Customers who have previously elected this option will have GreenUp Service charges included in their summary bill.

#### 9. Fees

As approved by the R.I.P.U.C., the Company shall charge GreenUp Service Suppliers for the Company’s reasonable administrative costs to administer GreenUp Service, which shall include, but not be limited to:

- (a) Incremental postage for separate mailing of marketing information about GreenUp Service, if applicable;
- (b) Reasonable administrative costs for tracking the GreenUp Service Supplier’s REC obligations to Customers and GreenUp Service Supplier’s delivery of RECs to the Company;
- (c) Reasonable administrative costs for developing the information and billing systems necessary to implement GreenUp Service; and

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

- (d) Reasonable administrative costs to provide environmental disclosure information to GreenUp Service Suppliers as determined by GIS and NEPOOL.

Any billing charges for such reasonable administrative costs that are owed by the GreenUp Service Supplier to the Company, which are included in Appendix B, shall be billed to the GreenUp Service Supplier directly. The Company will provide estimates and details for said charges to the GreenUp Service Supplier prior to the commencement of GreenUp Service to a Customer by a GreenUp Service Supplier.

10. Liability and Indemnification

The Company and the GreenUp Service Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties (including, but not limited to, the GreenUp Service Supplier's Customers and the Proper Authorities) arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements. The Company and the GreenUp Service Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements.

Effective: January 21, 2008

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

The implementation of GreenUp Service and the measurement of compliance of GreenUp Service Supplier's commitments to Customers are achieved through the GIS and the Environmental Disclosure Statement, consistent with the R.I.P.U.C. Consumer Protection Requirements for Nonregulated Power Producers and these Terms and Conditions. The following provisions set forth the protocol for: (1) calculating each GreenUp Service Supplier's Quarterly Billed Obligation for each of its GreenUp Service product offerings and accounting for REC deposits into the GreenUp Service Supplier's subaccount(s); (2) determining the Company's environmental attributes for ~~Standard Offer and~~ Last Resort Service in order for GreenUp Service Suppliers to create their Environmental Disclosure Statements; and (3) the development of Environmental Disclosure Statements by GreenUp Service Suppliers for each of the GreenUp Service Supplier's product offerings.

**1. Accounting for GreenUp Service Supplier's Quarterly Billed Obligation and REC Deposits into GreenUp Service Supplier's Subaccount**

The accounting process begins with the determination of the GreenUp Service Supplier's sales of RECs at retail to its Customers. The Company will develop a separate product identification and subaccount for each product offering developed by each GreenUp Service Supplier, with a separate subaccounts for Customers served under ~~Standard Offer and~~ Last Resort Service. The Company will provide at the end of each quarter a report to the GreenUp Service Supplier that includes the following information calculated on a current quarter and trailing four quarters basis for each such product offering made by the GreenUp Service Supplier:

- (a) The kilowatthours delivered to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses;
- (b) The RECs billed to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses (the latter figure is the GreenUp Service Supplier's Quarterly Billed Obligation, which is the quantity of RECs that the GreenUp Service Supplier must deposit into the subaccount to meet the sales included in the subaccount);
- (c) The RECs deposited by the GreenUp Service Supplier in the subaccount; and

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

(d) Any excess or deficiency in the subaccount at the time of the report.

**2. Determining the Company's Environmental Attributes for ~~Standard Offer and Last Resort Service for GreenUp Service Supplier's Preparation of Environmental Disclosure Statements~~**

In order to implement GreenUp Service in a meaningful fashion, the Company has developed a methodology to determine the environmental attributes of its ~~Standard Offer and Last Resort Service~~, which, in turn will be used in the creation of GreenUp Service Suppliers' Environmental Disclosure Statements. This new methodology uses the GIS reporting system and assures the accuracy of the GreenUp Service Supplier's environmental disclosures. The methodology, which the Company will implement on the effective date of the Terms and Conditions, is as follows:

- (a) The Company's total kilowatthours as a load serving entity, ~~including both Standard Offer and Last Resort Service~~, will be reported to it by the ISO and will be adjusted for transmission and distribution losses and included in a single main account. The certificates provided by the Company's wholesale suppliers of ~~Standard Offer and Last Resort Service~~ or purchased by the Company will be deposited into the main account;
- ~~(b) The Standard Offer and Last Resort Service obligations as adjusted for transmission and distribution losses will be placed into separate subaccounts;~~
- ~~(c) The GIS Certificates provided by Standard Offer Service wholesale suppliers and the GIS Certificates provided by Last Resort Service wholesale suppliers will be deposited into the respective Standard Offer and Last Resort Service Subaccounts.~~
- ~~(d)~~(b) The GIS administrator assigns residual certificates to balance obligations and certificates in each of the subaccounts; and
- ~~(e)~~(c) The Company then calculates the environmental attributes for its ~~Standard Offer and Last Resort Service~~ based on the GIS certificates in the balanced subaccounts.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS**3. Developing the GreenUp Suppliers' Environmental Disclosure Statements**

Under the Terms and Conditions, the GreenUp Service Supplier is obligated to prepare and mail Environmental Disclosure Statements to Customers taking GreenUp Service. This section sets forth the process for creating the GreenUp Service Supplier's Environmental Disclosure Statements. The process is as follows:

- (a) Subaccounts are established, as described in Section 1, for each of the GreenUp Service Supplier's product offerings provided to the Company's ~~Standard Offer and Last Resort Service~~ customers and under Section 2(~~ba~~), for the ~~Standard Offer and Last Resort Service~~ provided by the Company. In each quarter, the kilowatthours delivered to the GreenUp Service Supplier's Customers as adjusted for transmission and distribution losses are recorded as an obligation in the GreenUp Service Supplier's subaccount and are excluded from the Company's ~~Standard Offer or Last Resort Service~~ subaccount. Similarly, the kilowatthours delivered to all other customers who supplied ~~Standard Offer or Last Resort Service~~ by the Company, but not taking GreenUp Service, are included in the Company's ~~Standard Offer and Last Resort Service~~ subaccounts. The sum of the subaccounts for ~~Standard Offer Service should equal 100 percent of the Company's Standard Offer Service obligations, adjusted for transmission and distribution losses, and the sum of the subaccounts for Last Resort Service, adjusted for transmission and distribution losses should equal 100 percent of the obligations associated with Last Resort Service;~~
- (b) The GIS Certificates provided by the GreenUp Service Supplier are deposited in the GreenUp Service Supplier's subaccounts as designated by that GreenUp Service Supplier;
- (c) The Company allocates the GIS certificates provided by its ~~Standard Offer or Last Resort Service~~ wholesale suppliers to the ~~Standard Offer or Last Resort Service~~ subaccounts based on the percentage of obligations not otherwise met through Section 3(b) in each subaccount to total ~~Standard Offer or Last Resort Service~~ obligations;
- (d) The GIS Administrator allocates Residual Certificates to balance the obligations and certificates in each subaccount;

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

- (e) Each GreenUp Service Supplier calculates the Environmental Disclosure in each subaccount for the quarter using the data generated by the process set forth above. The GreenUp Service Supplier then prepares the Environmental Disclosure Statement in accordance with the R.I.P.U.C. Consumer Protection Requirements for Nonregulated Power Producers and these Terms and Conditions.

**4. Other Requirements**

In addition, GreenUp Service Supplier shall meet the following requirements:

- (a) GreenUp Service Supplier shall be subject to the same rules and regulations as a Nonregulated Power Producer and will be directly responsible to all Customers to whom it provides GreenUp Service. The Company shall have no obligation to provide Environmental Disclosure Statements or information disclosures to any Customers, whether or not such Customers take GreenUp Service.
- (b) GreenUp Service Supplier shall prepare the Environmental Disclosure Statement in accordance with and using the information developed through the process described above. The Company will provide the GreenUp Service Supplier price information for ~~Standard Offer and~~ Last Resort Service for the purposes of preparing the GreenUp Service Supplier's Environmental Disclosure Statement.
- (c) GreenUp Service Supplier shall comply with the rules and regulations of the Proper Authorities.
- (d) GreenUp Service Supplier will include its toll free number for customer service and complaints on the Environmental Disclosure Statement.
- (e) GreenUp Service Supplier shall develop the Environmental Disclosure Statement using the processes described in Sections 2 and 3 of this Appendix A. The reporting period shall be the most recent one year period. For its first year of operation, the GreenUp Service Supplier shall rely on a reasonable estimate of its resource portfolio (determined by projected deposits of GIS certificates in the GreenUp Service Supplier's subaccount) for the first three months of its operation, and thereafter, shall rely on the historic information that is available for the portion of the year that the GreenUp Service Supplier has operated to produce the

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

Environmental Disclosure Statement. GIS shall be the exclusive method for determining GreenUp Service Supplier's portfolio for the Environmental Disclosure Statement, and known resources, system power, imports, and energy storage facilities shall apply to the Environmental Disclosure Statement only to the extent that these resources are reflected in the GIS.

- (f) GreenUp Service Supplier may disaggregate its resource portfolio into separate products using the subaccount methodology set forth in this Protocol.
- (g) GreenUp Service Supplier shall file an annual report with the R.I.P.U.C. for the GreenUp Service it provides to Customers.
- (h) GreenUp Service Supplier shall be responsible for developing the fuel source characteristics used in the Environmental Disclosure Statements for GreenUp Service. GreenUp Service Suppliers will use GIS and this Appendix to determine the fuel source characteristics of its resource portfolios.
- (i) GreenUp Service Supplier shall be responsible for developing the emissions characteristics used in the Environmental Disclosure Statements for GreenUp Service. GreenUp Service Suppliers will use GIS and this Appendix to determine the emissions characteristics of its resource portfolios. GIS shall be the exclusive source of emission data used in the development of the Environmental Disclosure Statements by GreenUp Service Suppliers.
- (j) GreenUp Service Supplier shall be responsible for sending an Environmental Disclosure Statement to its new GreenUp Service Customers prior to the initiation of service and for sending the quarterly Environmental Disclosure Statements to Customers. In addition, the GreenUp Service Supplier shall provide Environmental Disclosure Statements to Customers or Proper Authorities upon request.

THE NARRAGANSETT ELECTRIC COMPANY  
TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX B

SCHEDULE OF FEES AND CHARGES

The following fees shall be a part of the Terms and Conditions for GreenUp Service of Narragansett Electric Company (the “Company”).

Pursuant to the Terms and Conditions for GreenUp Service, the Company may assess the following charges to GreenUp Service Suppliers requesting such additional services relating to the provision of GreenUp Service:

I. Marketing Design and Production Service Charge

The Company may assess a Marketing Design and Production Service Charge for the design of initial marketing materials on behalf of one or more than one GreenUp Service Supplier, including text and logos, approval of the postcard by the U.S. Postal Service, pre-press and printing production. The Marketing Design and Production Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Marketing Design and Production Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

II. Insert Printing Service Charge

The Company may assess an Insert Printing Service Charge for the printing and insertion of a bill insert in its bills issued during a billing month, on behalf of one or more than one GreenUp Service Supplier. The Insert Printing Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Insert Printing Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

III. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX B

SCHEDULE OF FEES AND CHARGES

location, on behalf of one or more than one GreenUp Service Supplier. The Shipping Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

[Effective January 21, 2008](#)

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

The rates for Retail Delivery Service contained in all of the Company's rate classes except for the Low Income Rate A-60 ("Rate A-60") are subject to adjustment to reflect a Low Income Discount Recovery Factor ("LIDRF") to recover the cost of bill discounts provided to customers receiving Retail Delivery Service on Rate A-60. In addition, the rates for Retail Delivery Service contained in all of the Company's rate classes are subject to adjustment to reflect an Arrearage Management Adjustment Factor ("AMAF") to recover the cost associated with the operation of the Arrearage Management Program ("AMP"). For billing purposes, the LIDRF and the AMAF shall be included with the distribution kilowatt-hour ("kWh") charge on customers' bills.

**LOW INCOME BILL DISCOUNTS**

On an annual basis, the Company shall estimate the discount to be provided to Rate A-60 customers. The estimated discount will be twenty five (25) percent of the forecasted Rate A-60 monthly billing units multiplied by the Rate A-60 customer charge and the sum of the Retail Delivery Service and semi-annual ~~Standard Offer Service~~ Last Resort Service energy rates in effect during the period. For those customers who are receiving benefits through Medicaid, General Public Assistance, and/or the Rhode Island Works Program (formerly known as Family Independence Program) or successor programs, the estimated discount will be thirty (30) percent of the forecasted Rate A-60 monthly billing units multiplied by the Rate A-60 customer charge and the sum of the Retail Delivery Service and semi-annual ~~Standard Offer Service~~ Last Resort Service energy rates in effect during the period. This estimate of the discount shall be used to determine the amount to be reflected in Retail Delivery Service rates on a prospective basis. The amount shall be divided by the estimated kilowatt-hours to be delivered by the Company to all customers excluding customers on Rate A-60. Such per kWh charge is referred to as the LIDRF.

The revenue billed through the LIDRF shall be subject to reconciliation against the actual bill discounts provided during the twelve month reconciliation period for which the LIDRF is in effect, and any over- or under-recovery of the actual discount provided shall be reflected in a subsequent LIDRF.

For purposes of the above reconciliation, the Company shall accumulate the actual discounts provided to Rate A-60 customers and the revenue billed through the LIDRF and shall accrue interest on the difference between these amounts at the interest rate paid on customer deposits on a monthly basis.

Should any balance remain subsequent to the recovery of the over- or under-recovery balance as described above, the Company shall reflect, as an adjustment in the then-current reconciliation period, the amount of the remaining balance.

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

**ARREARAGE MANAGEMENT PROGRAM**

In accordance with R.I. Gen. Laws § 39-2-1(d)(2), commencing on September 1, 2016, the Company shall implement an AMP pursuant to this tariff provision.

I. Program Eligibility

In order to be considered eligible for enrollment in the AMP, a customer who has been terminated from electric service or is recognized, pursuant to a rule or decision by the Division of Public Utilities and Carriers, as being scheduled for actual shut-off of service on a specific date, shall meet all of the following criteria:

- The applicant must be the customer of record, although the customer of record may authorize someone else to communicate with the Company to help enroll the customer of record in the AMP;
- The applicant must be eligible for the federal low-income home energy assistance program (“LIHEAP”);
- The account must be receiving retail delivery service on Rate A-60;
- The customer’s account must have a minimum balance of \$300.00 that is more than 60 days past due;
- If service to the account has been terminated, the customer must make an initial payment of 25% of the total unpaid balance (current and past due), unless otherwise directed by the Public Utilities Commission (“PUC”) as a result of an emergency regulation;
- The customer must agree to a payment plan, as further described in Section III;
- The customer must agree to remain current with payments. “Remaining current” means that the customer:
  - 1) misses no more than two (2) payments in the 12-month term of the payment plan; and
  - 2) pays the amount due under the payment plan in full by the conclusion of the payment plan’s 12-month term;
- The customer must agree to participate in the Company’s Energy Efficiency programs; and
- The customer must apply for other available energy assistance programs, such as fuel assistance and weatherization.

II. Enrollment

To participate, the customer must affirmatively apply to participate in the AMP.

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

The Company shall administer the AMP enrollment process in compliance with the eligibility qualifications outlined in Section I. By applying to participate in the AMP, the customer agrees to comply with the terms of the AMP, including the customer's specific payment plan. After a customer has applied to the AMP, the Company shall determine whether the customer has met all of the AMP eligibility criteria set forth in Section I, based on the Company's records. The Company will coordinate with the Community Action Program ("CAP") agencies to validate customer eligibility when appropriate.

III. Payment Plan

AMP participants shall enroll in a 12-month payment plan, paid in equal monthly installments, that will cover new charges based upon their current estimated annual usage ("Payment Plan").

The current component of the Payment Plan shall be based on the customer's average monthly usage for the previous year less the customer's actual or anticipated fuel assistance commitments, and shall be converted to a fixed monthly payment.

IV. Arrears Forgiveness

AMP participants will be eligible for forgiveness of their account balance that is past due at the time of the first bill under their Payment Plan, up to an annual maximum of \$1,500. With each payment under the Payment Plan, a portion of the participant's outstanding past due account balance as described above is forgiven in an amount equal to the total past due account balance or \$1,500, whichever is less, divided by 12; provided, however, that the annual arrearage forgiveness amount shall not exceed \$1,500.

If an AMP participant's past due account balance at the time their Payment Plan takes effect exceeds \$1,500, the AMP participant may request an extension of the Payment Plan beyond the initial 12-month term to establish a new Payment Plan to accommodate the additional account balance in excess of \$1,500. To be eligible for an extension, the AMP participant must be current with their Payment Plan at the conclusion of the initial 12-month term. Such AMP participant's Payment Plan will be extended upon the AMP participant's timely request for an extension.

V. Payment Plan Review

Customers applying to participate in the AMP will be advised that the amount of their required monthly payment under their Payment Plan may change over the lifetime of the Payment Plan.

The Company shall review the Payment Plans of active AMP participants every three months and may adjust the installment payments based on the following:

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

- A fuel assistance commitment is made subsequent to enrollment;
- There is a change in fuel assistance, such as a change in the amount, from what was understood at enrollment;
- The customer moves to a new address with a different average monthly usage for the previous year;
- Actual usage patterns differ from what was estimated as annual usage at enrollment; or
- There is a significant change in the Company's rates from what was anticipated at enrollment.

## VI. Default

The Company shall consider the AMP participant's billing account in default if either of the following occurs:

- The AMP participant misses more than two (2) payments in the 12-month Payment Plan term; or
- If the amount due under the Payment Plan is not paid in full by the conclusion of the 12-month Payment Plan term.

Upon default, the Company shall terminate an AMP participant from the AMP and the customer's unpaid balance will be due and payable in full. However, any arrearage forgiven under the AMP prior to termination of participation in the AMP will remain forgiven.

Customers shall have the option to opt out of continued participation in the AMP at any time, with the understanding that any unpaid balance will be due and payable in full. Customers who voluntarily opt out of the AMP will receive the same treatment as those customers who default on their Payment Plans under the AMP, as set forth in Section X (Subsequent Eligibility).

## VII. Termination

In addition to termination upon default, a customer's participation in the AMP shall terminate if the AMP participant moves outside of the Company's service territory.

If a customer is terminated from AMP participation, the customer's unpaid balance will be due and payable in full. However, any arrearage forgiven under the AMP prior to termination of participation in the AMP will remain forgiven.

## VIII. Collection Activity

AMP participants shall not be subject to the Company's normal collections activities while actively participating in the AMP. The Company shall resume normal collections activities if an AMP participant defaults while participating in the AMP or terminates the AMP.

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

IX. AMP Billing and Active Plan Noticing

The Company shall remove the amount of an AMP participant's arrears balance up to \$1,500 from the "current amount due" field on certain views of AMP participant accounts in the Company's billing system. However, the arrears balance up to \$1,500 shall remain on the customer's bill.

Customers who are enrolled in the AMP will receive an AMP "Enrollment Letter" outlining the terms and conditions of their participation in the AMP.

Customers in danger of defaulting from the AMP will receive a default letter advising them of the need to make all required payments or risk default, termination from the AMP, and a return to the Company's normal collections activities.

X. Subsequent Eligibility

A customer is eligible for subsequent enrollment in the AMP provided two years have passed since either (a) the date of the customer's successful completion of the AMP, or (b) the date on which the customer's participation in the AMP was terminated as a result of default or because the customer voluntarily opted out of the AMP, so long as a CAP agency has provided a recommendation to allow eligibility notwithstanding the customer's default or voluntary opt out of the AMP. The Company shall review requests for re-enrollment on a case-by-case basis to determine that the foregoing criteria are met.

XI. Reporting Metrics

The Company shall report monthly and annually the metrics below to allow for the evaluation of the effectiveness of the AMP. The monthly and annual reports shall be submitted to the PUC in Docket No. 4290.

- Number of customers enrolled in the program at the end of the reporting period;
- Number of customers added to the program during the reporting period;
- Number of customers terminated from the program (by choice or default) during the reporting period;
- Number of customers who successfully completed the program during the reporting period;
- Total customer payments during the reporting period;
- Total amount to be forgiven for all participating customers at the end of the reporting period;
- Average amount to be forgiven for all participating customers at the end of the reporting period;
- Total amount to be paid under a payment plan for all participating customers at the end of the reporting period;

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

- Average arrears balance not yet forgiven of all participating customers at the end of the reporting period;
- Average arrears balance as a percentage of the total balance due for all participating customers at the end of the reporting period;
- Total amount of arrears outstanding for all participants at the end of the reporting period;
- Total amount of forgiveness credits (allowances) given during the reporting period;
- Number of forgiveness credits (allowances) given during the reporting period;
- Average amount of forgiveness credits (allowances) given during the reporting period;
- Number of participants receiving LIHEAP at the end of the reporting period;
- Percentage of participants receiving LIHEAP at the end of the reporting period; and
- Total LIHEAP payments received during the reporting period.

The Company shall also provide a schedule with the number of customers enrolled in the AMP, by month, together with the number of defaults and program terminations.

## XII. AMP Cost Recovery

The rates for Retail Delivery Service contained in all the rates of the Company are subject to adjustment to reflect the AMAF designed to recover incremental costs incurred associated with the AMP. Incremental costs include the amount of arrearage forgiven. The recovery of the arrearage amounts forgiven by the Company through the AMP is dependent on the following criteria:

- i. If a customer does not satisfy the conditions of R.I. Gen. Laws § 39-2-1(d)(2), the amount of arrearage forgiven by the Company to that point shall remain forgiven and be written off by the Company. However, the amount of arrearage forgiven by the Company is recoverable in full.
- ii. If a customer does satisfy the conditions of R.I. Gen. Laws § 39-2-1(d)(2), all arrearage amounts forgiven will be treated as bad debt. At the end of each calendar year, the Company will perform a test to determine if the amount of bad debt for the year exceeds the adjusted allowable bad debt from the Company's most recent general rate case. This adjusted allowable bad debt will be calculated using the distribution uncollectible amount determined in the last general rate case, updated for the current calendar year ~~Standard Offer Service~~ [Last Resort Service](#), transmission, Renewable Energy Growth, Long Term Contracting for Renewable Energy Recovery, and energy efficiency-related bad debt. Should the actual amount of bad debt incurred by the Company for the year exceed this adjusted allowable bad debt amount, the Company will be entitled to recover, in the following year, all amounts of arrearage forgiven under R.I. Gen. Laws § 39-2-1(d)(2)(xiv) in the prior year in excess of the allowable bad debt. If, however, the amount of the arrearage forgiven under § 39-2-1(d)(2)(xiv) in excess of the adjusted allowable bad debt for a given year is not significant enough to calculate an annual

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

reconciling factor for that year, the Company may reflect such amount in its next Revenue Decoupling Mechanism reconciliation filing.

The AMAF shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours to be delivered by the Company to its retail delivery customers over a 12-month period. Should any balance remain outstanding subsequent to the recovery of costs associated with the AMP as described above, the Company shall reflect this balance as an adjustment in the subsequent period's AMP recovery.

**ADJUSTMENT TO RATES**

Adjustments to rates pursuant to the Residential Assistance Provision are subject to review and approval by the PUC. Modifications to the factors contained in this Provision shall be made in accordance with a notice filed with the PUC pursuant to R.I. Gen. Laws § 39-3-11(a) setting forth the amount(s) of the revised factor(s) and the amount(s) of the increase(s) or decrease(s). The notice shall further specify the effective date of such charges.

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

**I. Applicability**

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:
  - 1) no less than 42.5 percent of the total energy input of natural gas and oil to the facility in any calendar year; or
  - 2) 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. Terms and Conditions**

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.

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

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.

1. The qualifying facility shall furnish and install the necessary meter socket and wiring in accordance with the Company's Standards for Connecting Distributed Generation.
2. 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.
3. The qualifying facility's equipment must be compatible with the character of service supplied by the Company at the qualifying facility's location.
4. The qualifying facility shall be required to install metering pursuant to the requirements contained in the Company's Standards for Connecting Distributed Generation.
5. 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.
6. 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.
7. 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

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

paragraph shall relieve the Company from liability for damage or injury caused by its own fault or neglect.

8. 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 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.
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 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. Rates for Purchases

#### Rates for Qualifying Facilities

For qualifying facilities not eligible for net metering under the Company’s Net Metering Provision, RIPUC No. 2207, as amended and superseded from time to time, the Company will pay the following rates:

1. 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~~ Last Resort 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

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

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:

1. 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 or Rate G-32 rate;
2. for qualifying facilities serving non-profit affordable housing, Residential Rate A-16 will apply;
3. 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 Rate G-32 rate;
4. for qualifying facilities with generating capacity of at least 200kW, Rate G-32 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.

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

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 Qualifying Facilities Power Purchase Rate Tariff 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 Qualifying Facilities Power Purchase Rate Tariff, the Company’s Standards for Connecting Distributed Generation, 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 Qualifying Facilities Power Purchase Rate Tariff.

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

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

**I. Definitions**

“**Commission**” shall mean the Rhode Island Public Utilities Commission.

“**Community Remote Net Metering System**” shall mean an Eligible Net Metering System that allocates Net Metering Credits to an Eligible Credit Recipient pursuant to this Tariff. The Community Remote Net Metering System may be owned by either the same entity that is the customer of record on the Net Metered Account or a Third Party.

“**Company**” shall mean The Narragansett Electric Company d/b/a National Grid.

“**Eligible Credit Recipient**” means one of the following whose electric service account or accounts may receive Net Metering Credits from a Community Remote Net Metering System:

- (a) Residential Credit Recipient means a residential account in good standing.
- (b) Low or Moderate-Income Housing Eligible Credit Recipient means an electric service account or accounts in good standing associated with any housing development or developments owned and operated by a public agency, nonprofit organization, limited equity housing cooperative, or private developer, that receives assistance under any federal, state, or municipal government program to assist the construction or rehabilitation of housing affordable to low or moderate-income households, as defined in the applicable federal or state statute, or local ordinance, encumbered by a deed restriction or other covenant recorded in the land records of the municipality in which the housing is located, that:
  - (1) Restricts occupancy of no less than fifty percent (50%) of the housing to households with a gross annual income that does not exceed eighty percent (80%) of the area median income, as defined annually by the United States Department of Housing and Urban Development (“HUD”);
  - (2) Restricts the monthly rent, including a utility allowance, that may be charged to residents, to an amount that does not exceed thirty percent (30%) of the gross monthly income of a household earning eighty percent (80%) of the area median income, as defined annually by HUD; or
  - (3) Has an original term of not less than thirty (30) years from initial occupancy. Electric service account or accounts in good standing associated with housing developments that are under common ownership or control may be considered a single low or moderate-income housing Eligible Credit Recipient. The value of the credits shall be used to provide benefits to tenants.

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

The Net Metering Customer must submit documentation in the form of a letter from Rhode Island Housing certifying that each Low or Moderate-Income Housing Eligible Credit Recipient meets the eligibility criteria specified in this section.

**“Educational Institutions”** shall mean public and private schools at the primary, secondary and post-secondary levels.

**“Eligible Net Metering Resource”** shall mean eligible renewable energy resource, as defined in R.I. Gen. Laws § 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 Net Metering Customer’s usage at the Eligible Net Metering System Site measured by the three-year average annual consumption of energy over the previous three years at the Net Metered Account(s) located at the Eligible Net Metering System Site. A projected annual consumption of energy may be used until the actual three-year average annual consumption of energy over the previous three years at the Net Metered 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 may be owned by the same entity that is the customer of record on the Net Metered Accounts or may be owned by a Third Party that is not the Net Metering Customer or the customer of record on the Net Metered Accounts and which may offer a Third-Party Net Metering Financing Arrangement or Net Metering Financing Arrangement, as applicable. Notwithstanding any other provisions of this Tariff, any Eligible Net Metering Resource: (i) owned by a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-municipal Collaborative, (ii) owned and operated by a renewable generation developer on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-municipal Collaborative through a Net Metering Financing Arrangement or (iii) that is a Community Remote Net Metering System, shall be treated as an Eligible Net Metering System, and all delivery service accounts designated by the Public Entity, Educational Institution, Hospital, Nonprofit, Multi-Municipal Collaborative, or Net Metering Customer for a Community Remote Net Metering System for net metering shall be treated as accounts 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 Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement, or a Community Remote Net Metered System, 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

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Metering System. All energy generated from any Eligible Net Metering System is and will be considered consumed at the meter where the Eligible Net Metering System is interconnected for valuation purposes. Except for an Eligible Net Metering System owned by or operated on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement, or a Community Remote Net Metering System, 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 production of electrical energy beyond one hundred percent (100%) and no greater than one hundred twenty-five percent (125%) of the Net Metering Customer's own consumption at the Eligible Net Metering System Site or the aggregate consumption of the Net Metered Accounts 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~~[Last Resort](#) Service kilowatt-hour (kWh) charge for the rate class and time-of-use billing period, if applicable, that is applicable to the Net Metering Customer for the Eligible Net Metering System. 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 R.I. Gen. Laws § 44-27-2, except that all buildings associated with the Farm shall be eligible for 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.

**“Hospital”** shall mean and shall be defined and established as set forth in Chapter 17 of Title 23 of Rhode Island General Laws.

**“ISO-NE”** shall mean the Independent System Operator New England, Inc. established in accordance with the NEPOOL Agreement and applicable Federal Energy Regulatory Commission approvals, which is responsible for managing the bulk power generation and transmission systems in New England.

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

**“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 Net Metering Financing Arrangement.

**“Municipality”** shall mean any Rhode Island town or city, including any agency or instrumentality thereof, with the powers set forth in Title 45 of Rhode Island General Laws.

**“NEPOOL”** shall mean New England Power Pool.

**“Net Metered Accounts”** shall mean one or more electric delivery service 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 the electric delivery service account(s) associated with an Eligible Net Metering System that is: (i) owned by a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative or (ii) owned and operated by a renewable generation developer on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement; or (iii) a Community Remote Net Metering System, provided that the Net Metering Customer has submitted Schedule B (attached) with the individual billing account information for each Net Metered Account. Should there be a change to any of the information contained in Schedule B, the Net Metering Customer is responsible for submitting a revised Schedule B in order for the Company to determine eligibility for the accounts 30 business days prior to making any such change.

**“Net Metering”** shall mean using electrical energy generated by an Eligible Net Metering System for the purpose of self-supplying electrical energy and power at the Eligible Net Metering System Site or, with respect to a Community Remote Net Metering System or a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative system, for the purpose of generating Net Metering Credits to be applied to the electric bills of the Net Metered Accounts of the Net Metering Customer.

**“Net Metering Credits”** shall mean the combination of Renewable Net Metering Credits and Excess Renewable Net Metering Credits, if Excess Renewable Net Metering Credits are produced.

**“Net Metering Customer”** shall mean an electric delivery service customer of record for the Eligible Net Metering System.

**“Nonprofit”** shall mean a nonprofit corporation as defined and established through Chapter 6 of Title 7 of Rhode Island General Laws, and shall include religious organizations that are tax exempt pursuant to 26 U.S.C. §501(d).

**“Person”** shall mean an individual, firm, corporation, association, partnership, farm, town or city

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

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.

**“Public Entity”** means the federal government, State of Rhode Island, Municipalities, wastewater treatment facilities, public transit agencies or any water distributing plant or system employed for the distribution of water to the consuming public within the State of Rhode Island, including the water supply board of the City of Providence.

**“Net Metering Financing Arrangement”** shall mean arrangements entered into by a Public Entity, Educational Institution, Hospital, Nonprofit, 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 Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative, where: (i) the Eligible Net Metering Resource is located on property owned or controlled by the Public Entity, Educational Institution, Hospital, or one of the Municipalities, as applicable, and (ii) the production from the Eligible Net Metering Resource and primary compensation paid by the Public Entity, Educational Institution, Hospital, Nonprofit, 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.

**“Renewable Net Metering Credit”** shall mean a credit that applies up to one hundred percent (100%) of a Net Metering Customer’s consumption at the Eligible Net Metering System Site or the aggregate consumption of the Net Metered Accounts over the applicable billing period. This credit shall be equal to the total kilowatt-hours of electrical energy generated up to the amount consumed on-site by the Net Metering Customer or the Net Metered Accounts during the billing period multiplied by the sum of the:

- (i) ~~Standard Offer~~Last Resort Service kilowatt-hour charge for the rate class applicable to the Net Metering Customer, not including the Renewable Energy Standard charge;
- (ii) Distribution kilowatt-hour charge;
- (iii) Transmission kilowatt-hour charge; and
- (iv) Transition kilowatt-hour charge.

Notwithstanding the foregoing, except for systems that have requested an interconnection study for which payment has been received by the Company by December 31, 2018, or if an interconnection study is not required, a completed and paid interconnection application has been received by the Company by December 31, 2018, commencing January 1, 2050, the Renewable Net Metering Credit for all remote Public Entity and Multi-Municipal Collaborative Net

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Metering systems shall not include the distribution kilowatt-hour charge.

“**Third Party**” means and includes any person or entity other than the Net Metering Customer who owns or operates the Eligible Net Metering System for the benefit of the Net Metering Customer.

“**Third Party Net Metering Financing Arrangement**” means the financing of Eligible Net Metering Systems through lease arrangements or power/credit purchase agreements between a Third Party and a Net Metering Customer, except for those entities under a Net Metering Financing Arrangement. A Third Party engaged in providing financing arrangements related to such Eligible Net Metering Systems with a public or private entity is not a public utility as defined in R.I. Gen. Laws § 39-1-2.

## II. Terms and Conditions

The following policies regarding Net Metering of electricity from Eligible Net Metering Systems and regarding any Person or entity that is a Net Metering Customer shall apply:

- (1) The maximum allowable capacity for Eligible Net Metering Systems, based on name plate capacity, is 10MW.
- (2) Through December 31, 2018, the maximum aggregate amount of Community Remote Net Metering Systems built shall be thirty megawatts (30 MW). Any of the unused MW amount after December 31, 2018 shall remain available to Community Remote Net Metering Systems until the 30 MW aggregate amount is interconnected. After December 31, 2018, the Commission may expand or modify the aggregate amount after a public hearing upon petition by the OER. The Commission shall determine, within six (6) months of such petition being docketed by the Commission, whether the benefits of the proposed expansion exceed the cost. This 30 MW aggregate amount shall not apply to any Net Metering Financing Arrangement involving Public Entity facilities, Multi-Municipal Collaborative facilities, Educational Institutions, the federal government, Hospitals, or Nonprofits.
  - (i) Net Metering Customers with a Community Remote Net Metering System must obtain an allocation of capacity under the cap set forth in Section II.(2) above. Customers applying for such capacity must provide or show proof of the following: a) a completed Impact Study for Renewable Distributed Generation or a valid fully executed interconnection service agreement; b) site control for the location of the Eligible Net Metering System; and c) a performance deposit as set forth in section (iii) below. If an application meets these requirements, until the capacity limit has been reached, the Community Remote Net Metering System will be provided a cap allocation that will be valid for 24 months from the date of issuance, except as provided in sections 2(v) and 2(vi), below. Projects that apply

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

for a capacity allocation after the MW of applications approved has reached the cap will be kept on a waiting list in the order of complete application with the exception of the performance deposit, which will not be required for the waiting list, but must be paid within five business days from time of notification that capacity becomes available for a project. Applicants that fail to pay the performance deposit within this time frame shall lose their spot on the waiting list.

(ii) If a Community Remote Net Metering System with a cap allocation (a) is not commercially operational or (b) has not met the credit allocation requirements under Section II.(7) below on or before the date that is 24 months from the issuance of the cap allocation (“Cap Expiration Date”), the capacity allocation for the Community Remote Net Metering System will be cancelled, and that capacity will be made available to other applicants, except as provided in sections 2(v) and 2(vi), below. Once cancelled, a customer may apply for a cap allocation again with payment of another performance deposit.

(iii) Customers seeking a Community Remote Net Metering System cap allocation under item (i) above will be required to submit a performance deposit equal to \$25.00 multiplied by the expected annual megawatt-hour output of the system, or \$75,000.00, whichever is less. The deposit will be refunded after the Company verifies that the Community Remote Net Metering System has achieved commercial operation and has met the credit allocation requirements under Section II.(7) below. In the event that the Community Remote Net Metering System does not achieve commercial operation or meet the credit allocation requirements prior to the Cap Expiration Date, the deposit will be forfeited and will be refunded to all customers through the Net Metering Surcharge.

(iv) The Company will track the amount of capacity that has been allocated and that remains available under the Community Remote Net Metering System cap, and will post such information on its website, which will be updated on a monthly basis until the cap has been reached. The Company may establish additional procedures and guidelines to implement a system of processing, obtaining, and maintaining net metering cap allocations for Community Remote Net Metering Systems.

(v) The Cap Expiration Date may be extended by six (6) months (to 30 months) with no additional performance deposit. The Cap Expiration Date may be extended for an additional six (6) months beyond that (to 36 months) by posting one-half of the original performance deposit if a Community Remote Net Metering System still does not achieve commercial operation or has not met the credit allocation requirements under Section II.(7) below because of :

1) Demonstrable lack of action or failure on the part of a governmental

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

agency to issue a required permit or approval in the normal course. The Customer must provide to the Company evidence that it filed either a preapplication or completed state or municipal permit application for the Community Remote Net Metering System and that such preapplication or permit application was officially accepted by the applicable state agency or municipality as a complete application within the first six (6) months of being awarded capacity by the Company; providing such evidence shall be deemed sufficient for the Company to grant the additional six (6) months (to 36 months) extension to the Customer; or

2) Project construction related delays associated with weather, materials, or labor, which are in good faith and beyond the control of the Customer, and could not have been prevented or avoided (each, a “Delay Event”).

(vi) If the Cap Expiration Date cannot be met because 1) the Company’s interconnection work is not complete (“Interconnection Delay”), or 2) there is a pending legal challenge or moratorium (collectively, a “Permit Delay”) after the permit process has been started, affecting one or more required governmental permits or approvals that is not resolved by the expiration of the 36-month period set forth in section 2(v) above, and the Interconnection Delay or Permit Delay, as applicable is not attributable to any action or inaction of the Customer, the Cap Expiration Date shall be extended by the period of the Interconnection Delay or Permit Delay, as applicable, with no additional performance deposit required. With respect to a Permit Delay, the Customer must provide evidence of the legal challenge or moratorium to the Company and Office of Energy Resources and a monthly update on the status of the pending legal challenge or moratorium. Failure by the Customer to provide such status updates to the Company and Office of Energy Resources may result in the termination of capacity with the Customer by the Company. Nothing herein shall be construed to alter or amend any timeframes set forth in the Customer’s interconnection service agreement and/or the Company’s interconnection tariff.

(vii) In the event of a request for an extension due to a Delay Event under section 2(v), above and/or a Permit Delay under section 2(vi), above, the Customer must give the Company, and Office of Energy Resources written notice within thirty (30) days of pending project deadline milestone (i.e. 24, 30, 36 months) and certify to the existence of the Delay Event and/or the Permit Delay prior to the Cap Expiration Date, providing details regarding the nature, extent of, and expected duration of the Delay Event and/or the Permit Delay.

- (3) 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 at the Eligible Net Metering System Site, or the aggregate consumption of the Net Metered Accounts, the Net

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Metering 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 Site, or shall be used to credit the Net Metered Accounts, as applicable.

- (4) Unless the Company and Net Metering Customer have agreed to a billing plan pursuant to Section II(8) of this Tariff, if the electricity generated by an Eligible Net Metering System during a billing period is greater than the Net Metering Customer's usage or the aggregate consumption of the Net Metered Accounts, as applicable, during the billing period, the Net Metering Customer shall be paid Excess Renewable Net Metering Credits for the excess generation up to an additional twenty-five percent (25%) of the Net Metering Customer's consumption or the aggregate consumption of the Net Metered Accounts during the billing period.
- (5) For purposes of administering Sections II(3) and II(4) of this Tariff, on a monthly basis, the Company will apply Renewable Net Metering Credits to the Net Metered Accounts for all kWh generated by the Eligible Net Metering System. On an annual basis, the Company will compare kWh generated by the Eligible Net Metering System during the applicable 12-month period to the on-site consumption of the Net Metering Customer or the aggregate consumption of the Net Metered Accounts, as applicable, or to the three-year average aggregate sum of the on-site consumption of the Net Metered Accounts of a Community Remote Net Metering System. If such consumption is less than the kWh generated by the Eligible Net Metering System during the applicable 12-month period, the Company will apply a billing charge to the Net Metering Customer's account equal to the difference between the Renewable Net Metering Credit and the Excess Renewable Net Metering Credit in effect during the applicable 12-month period multiplied by the difference between the kWh generated by the Eligible Net Metering System and the consumption during the same 12-month period. If the kWh generated by the Eligible Net Metering System during the applicable 12-month period exceeds such consumption by more than 25 percent, the Company will apply a billing charge to the Net Metering Customer's account equal to the Renewable Net Metering Credit in effect during the applicable 12-month period multiplied by the kWh generated in excess of 125 percent of the consumption.
- (6) All Net Metering Customers shall be required to complete Schedule B. Renewable Net Metering Credits will be applied to Net Metered Accounts in the manner specified on Schedule B. Changes to Schedule B may be submitted to the Company on a quarterly basis.
- (7) A Community Remote Net Metering System must allocate Net Metering Credits to a minimum of (i) one account for a system associated with Low or Moderate Income Housing Eligible Credit Recipient or (ii) three (3) Eligible Credit Recipient accounts.

If Net Metering Credits are allocated to three or more Eligible Credit Recipient accounts,

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

the following shall apply to all accounts except for those accounts associated with Low or Moderate-Income Housing Eligible Credit Recipients:

- a. No more than fifty percent (50%) of the Net Metering Credits may be allocated to one Eligible Credit Recipient; and
- b. At least fifty percent (50%) of the Net Metering Credits must be allocated to the remaining Eligible Credit Recipients in an amount allocated to each Recipient that does not exceed that which is produced annually by a twenty-five kilowatt (25 kW) AC capacity.

These requirements must be met before the Company authorizes the project to operate.

The Community Remote Net Metering System may transfer credits to Eligible Credit Recipients in an amount that is equal to or less than the aggregate consumption of the Net Metered Accounts measured by the three-year average annual consumption of energy over the previous three years. A projected annual consumption of energy may be used until the actual three-year average annual consumption of energy over the previous three years at the Net Metered Accounts becomes available.

- (8) 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 12-month period (i) the production from the Eligible Net Metering System and (ii) aggregate consumption of the Net Metered Accounts and establish a monthly billing plan that reflects the expected Net Metering Credits that would be applied to the Net Metered Accounts over 12 months. The billing plan would be designed to even out monthly billings over 12 months, regardless of actual production and usage. If the Company makes such an election, the Company would reconcile payments and credits under the billing plan to actual production and consumption at the end of the 12-month period and apply any credits or charges to the Net Metered Customer 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 12 month period, the Company may adjust the estimate and credits during the reconciliation period. The Company may also (but is not required to) elect 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 that are 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.
- (9) As a condition to receiving Net Metering Credits pursuant to this Tariff, 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.

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

- (10) As a condition to receiving any payments pursuant to this provision, Net Metering Customers who install Eligible Net Metering Systems with a nameplate capacity in excess of 25 kW must comply with any and all applicable 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 Net Metering Customer who installs an Eligible Net Metering System must provide such information to the Company prior to the project being authorized to operate in parallel with the Company's electric distribution system.
- (11) 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, and/or sanction is levied by NEPOOL or the ISO-NE as a result of the Net Metering Customer's failure to comply with a NEPOOL or ISO-NE rule, requirement, or information request, the Net Metering Customer will be responsible for the costs incurred by the Company, if any, associated with such fine, penalty, and/or sanction.

**III. Rates for Distribution Service to Net Metering Customers and Net Metered Accounts**

- (1) Retail delivery service by the Company to the Net Metering Customer and Net Metered Accounts shall be governed by the tariffs, rates, terms, conditions, and policies for retail delivery service that are on file with the Commission.
- (2) The ~~Standard Offer~~ Last Resort 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 Metering Customers 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. Gen. Laws § 39-26.2-3(a) and the annual amount of any Net Metering Credits provided to Net Metering Customers or Net Metered Accounts shall be aggregated by the Company and billed to all distribution customers on an annual basis

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

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 25 kW 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~~ [Last Resort Service](#) component of any Net Metering Credits provided to Net Metering Customers or Net Metered Accounts.

~~Effective: August 1, 2018~~

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

**Schedule B – Additional Information Required for Net Metering Service**

THE NARRAGANSETT ELECTRIC COMPANY  
NET-METERING APPLICATION OF CREDITS

Customer Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Facility Address: \_\_\_\_\_

City: \_\_\_\_\_ State: RI Zip Code: \_\_\_\_\_

The Agreement is between \_\_\_\_\_, a Net Metering Customer (“NMC”) and The Narragansett Electric Company (the “Company”) for application of Net Metering Credits earned through Net Metering from the NMC located at \_\_\_\_\_, Rhode Island.

The NMC agrees to comply with the provisions of the Net Metering Provision, the applicable retail delivery tariffs, and the Terms and Conditions for Distribution Service 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.

A) NMC Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nameplate rating (AC) of the Eligible Net Metering System \_\_\_\_\_ kW  
Estimated annual generation in kWhs of Eligible Net Metering System \_\_\_\_\_ kWh

Net Metered Account(s)

The following information must be provided for each individual Net Metered Account in a proposed Eligible Net Metering System Site:

Name: \_\_\_\_\_ (Except in the case of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative or Community Remote Net Metered System, the customer of record must be the same the customer for each Net Metered Account)

Service Address: \_\_\_\_\_

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

National Grid Account number: \_\_\_\_\_

Three-year average kWh usage for this account \_\_\_\_\_

Total three-year average kWh usage for all accounts as associated with an Eligible Net Metering System Site \_\_\_\_\_

Once this information is received, the Company will determine whether the accounts listed are eligible for net metering.

B) For any Billing Period in which the NMC earns Net Metering Credits, please indicate how the Distribution Company will apply them:

- Apply all of the Net Metering Credits to the account of the NMC (skip Items C and D below)
- Allocate all the Net Metering Credits to the accounts of eligible Customers (please fill out C and D below)
- Both apply a portion of the Net Metering Credits to the NMC's account and allocate a portion to the accounts of eligible Customers (please fill out C and D below)

The Company will notify the NMC within 30 days of the Company's receipt of Schedule B whether it will allocate or purchase Net Metering Credits. If the Company elects to purchase Net Metering Credits, the Company will render payment by issuing a check to the NMC each Billing Period, unless otherwise agreed in writing by the NMC and Company. If the Company elects to allocate Net Metering Credits, the NMC must complete Item C and submit the revised Schedule B to the Company.

C) Please state the total percentage of Net Metering Credits to be allocated.

% Amount of the Net Metering Credit being allocated.

The total amount of Net Metering Credits being allocated shall not exceed 100%. Any remaining percentage will be applied to the NMC's account.

**Please identify each eligible Customer account to which the NMC is allocating Net Metering Credits by providing the following information (attach additional pages as needed):**

*NOTE: If a designated Customer account closes, the allocated percentage will revert to the NMC's account, unless otherwise mutually agreed in writing by the NMC and the Company.*

Name:

Billing Address:

Account number:

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Billing Address:  
Account number:  
Amount of the Net Metering Credit: \_\_\_\_\_%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: \_\_\_\_\_%

D) The terms of this Schedule B shall remain in effect unless and until the NMC executes a revised Schedule B and submits it to the Company. A revised Schedule B may be updated quarterly during a calendar year.

E) A signature on the application shall constitute certification that (1) the NMC has read the application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the NMC; and (3) the NMC possesses full power and authority to sign the application.

Notice

Execution of this agreement will cancel any previous agreement for the Net Metered Accounts for the Eligible Net Metering System under the Net Metering Provision.

The Company or NMC may terminate this agreement on thirty (30) days written notice, which includes a statement of reasons for such termination. In addition, the NMC must re-file this agreement annually.

Agreed and Accepted – Please sign

[NAME OF NMC] Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

The Narragansett Electric Company Date: \_\_\_\_\_  
d/b/a National Grid

By: \_\_\_\_\_

REDLINED

R.I.P.U.C. No. [22072241](#)

Sheet 17

Cancelling R.I.P.U.C. No. [21782207](#)

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Name:

Title:

THE NARRAGANSETT ELECTRIC COMPANY  
OFF CYCLE METER READ FOR SWITCH OF SUPPLIER

Availability of Service

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

Description of Service

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

Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer	\$51.00
Non-telemetered Customer	\$80.00

Terms and Conditions

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

**THE NARRAGANSETT ELECTRIC COMPANY****TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE**

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

Service Connection

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

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

Application for Service

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

a Customer may opt-out of receiving non-emergency communications through certain methods.

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

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

#### Attachments

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

#### Outside Basic Local Distribution Services

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

#### Acquisition of Necessary Permits

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

#### Service to "Out-Building"

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

### Customer Furnished Equipment

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

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

### Up-Keep of Customer Equipment

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

### Installation of Meters

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

Unless otherwise determined by the Company, all residential premises shall be equipped with a meter that employs Automatic Meter Reading ("AMR") technology utilizing radio frequency transmitters to allow the Company to obtain meter readings remotely. However, residential customers may choose to "opt-out" by having their AMR meter replaced with a non-AMR meter.

Customers who choose to opt-out will be charged an initial fee of \$27.00 for the removal of the existing AMR electric meter and the installation of the non-AMR electric meter. Customers who choose to opt-out will also be charged a monthly meter reading fee of \$13.00 for the non-AMR electric meter. The meter reading fee is applicable to customers who receive gas and electric service, or receive electric-only service, from the Company. The Company, at its option, may choose to read the non-AMR meter less frequently than once per month. In that case, or if the Company is unable for any reason to read the meter on the regularly scheduled monthly read date, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall

be payable as rendered. A customer will not be assessed the initial or monthly fee until after the Company has installed the non-AMR electric meter.

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

#### Unauthorized and Unmetered Use

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

#### Definition of Month

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

#### Payment Due Date – Interest Charge

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

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

#### Returned Check Fee

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

### Seasonal Customers

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

### Deposit and Security

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

### Payments for Line Extensions

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

### Lighting Service Charge

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

### Determining Customer's Demand

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

### Customer Changing Rates

20. The Customer may change from the rate under which he is purchasing electricity to any

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

#### Discontinuance of Service

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

#### Right of Access

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

#### Safeguarding Company Equipment

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

#### Temporary Service

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

#### Limitation of Liability for Service Problems

25. The Company shall not be liable for any damage to equipment or facilities using electricity which damage is a result of Service Problems, or any economic losses which are a consequence of Service Problems. For purposes of this paragraph, the term "Service Problems" means any

service interruption, power outage, voltage or amperage, fluctuations, discontinuance of service, reversal of its service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, federal or state agency order, failure to receive any electricity for which the Company has contracted, or any other causes beyond the Company's immediate control.

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

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

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

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

#### Company Right to Place Facilities on Customer Property

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

#### Company Right to Request a Guarantee

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

#### Fluctuating Load & Harmonic Distortion

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

#### Customer Tax Liability

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

#### Customer/Supplier Relationship

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

#### Billing Termination ("Soft-Off")

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

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

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

#### Paperless Billing & Electronic Payments

33. Customers may elect to receive and pay their bill electronically. Such customers electing to

receive their bills electronically will receive a paperless billing credit of \$0.37 per account, per billing period.

Customer Notice and Right to Appeal

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

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

When an individual residential customer (“Customer”) requests that a distribution line be extended to serve such customer’s home whether over private property, along common way or along a public way, the terms of this policy shall apply. This policy applies only to the installation of electric service by The Narragansett Electric Company (“Company”). The Customer should contact other utilities to determine the utilities’ requirements governing the provision of their service and whether any costs and/or requirements are to be the responsibility of the Customer.

1. Installation of Overhead Distribution Line

The Company will provide a regular overhead 120/240 volts, single phase, three (3) wire service up to a capacity limit of 50 kVA for the Customer. The Company will determine the route of the distribution line in consultation with the Customer.

2. Distance of Overhead Distribution Line Allowed Without Charge

The Company will provide up to two poles and two spans of overhead distribution line needed to serve the Customer plus a service drop (that does not require a carrier pole) to the Customer’s home free of charge.

3. Overhead Line Extension

If more than two poles and two spans of overhead distribution line are required to serve the Customer’s home, the Customer will pay an “Overhead Installation Charge,” as determined below.

The Overhead Installation Charge will be equal to the number of feet of distribution line (beyond two poles and two spans) required to serve the Customer’s home, multiplied by the “Overhead Cost Per Foot” (as defined in section 9 below), plus the applicable tax contribution factor.

When overhead service is requested, the Company shall be responsible for:

- i. installing (or having others install), owning (individually or jointly) and maintaining (individually or jointly) all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion are required to provide adequate service;

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

- ii. designating the location of all Company owned equipment, excluding streetlights, and the service entrance and meter location(s); and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive; excessive cost shall be defined as the type of work which requires the Company to contract with a third party to remove ledge through blasting or to trim trees for the purposes of clearing the space needed for the line work.

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

#### 4. Payment Terms

For Overhead Installation Charges up to \$6,000, the Customer will be required to pay the entire amount before the start of construction. If the Overhead Installation Charge is greater than \$6,000, the Customer will have the option to either pay the entire amount before the start of construction, or pay \$6,000 before the start of construction and pay the amount in excess of \$6,000 under a payment plan. The term of the payment plan will be based on equal payments of at least \$75 per month until the amount in excess of \$6,000 is paid in its entirety. The term of the payment plan is not to exceed a period of five (5) years or sixty (60) months. The amount collected under the payment plan will include interest at the rate of interest applicable to the Company's customer deposit accounts.

#### 5. More Than One Customer

Where overhead service is requested by more than one Customer for the same line, the Overhead Installation Charge will be prorated among those Customers, based on the amount of line attributable to each Customer. The calculation of the Overhead Installation Charge shall allow for a credit equal to the Overhead Cost Per Foot of two poles and two spans for each Customer.

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

6. Customer Added After Initial Construction

If a new Customer (or group of customers) is supplied service from facilities constructed under this policy, and if such service begins within five (5) years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer(s) to make prorated contribution to payment of the balance of the Overhead Installation Charge. Any contribution received from a new Customer will be used to proportionately reduce the balance owed by the initial Customer(s). In addition, a credit of two poles and two spans per customer will be applied against the remaining balance. However, no refunds will be paid if the credit exceeds the balance.

7. Change of Customer

The Customer must agree, as a condition for the line extension monthly payment terms, that if he/she sells, leases or otherwise transfers control and use of the home to another individual ("New Occupant"), and such New Occupant opens a new account with the Company, the Customer will obtain an agreement from such New Occupant to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Otherwise, the Customer will remain personally liable for the balance owed.

The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

8. Underground Lines

If the Customer requests an underground distribution line in lieu of the standard overhead line, the Company will give reasonable consideration to the request. If the Company believes that there are technical complications, safety issues, engineering concerns, or other reasonable concerns regarding the feasibility and/or maintenance of an underground system in the given circumstances, the Company may decline to provide underground service.

If the Company agrees to an underground service, the Company will estimate the cost of providing the underground line to the home, using a predetermined underground cost per foot ("Underground Cost Per Foot"). The Customer will be required to pay an "Underground

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

Charge” equal to:

- i. the Company’s estimated cost of installing the underground line (based on Underground Cost Per Foot); minus
- ii. an amount equal to the Overhead Cost Per Foot of two poles and two spans; plus
- iii. a tax contribution factor based on the value of donated property and/or any cash contribution.

When the above results in a negative number, there shall be no Underground Charge.

The Underground Charge shall be paid by the customer in advance of the Company’s construction (even if it exceeds \$6,000) and is nonrefundable if the line is built.

The Customer will be responsible for removal of ledge, trenching, backfilling in accordance with the Company’s construction standards and/or the “Specifications for Electrical Installations” booklet as published by the Company from time to time, and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

In addition, the Customer will be responsible for:

- i. providing, prior to the start of the Company’s construction, all applicable supporting documents and site plans required for the Company to prepare design drawings and easements, to be provided by the Customer in accordance with Section 14 below, for its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, secondary cable, all conduit including spacers, glue and pulling strings,
- iii. etc. as indicated on the Company’s plan and related construction documents;
- iv. installing foundations, provided by the Company, for Company-owned street lights;

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

- v. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- vi. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to the designated meter location(s); and
- vii. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

When underground service is requested, the Company shall be responsible for:

- i. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
  - ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
  - iii. providing Company-owned street light foundations;
  - iv. providing, installing, owning and maintaining the transformer, Company owned street lights, meter and primary cable;
  - v. making all connections to Company equipment; and
  - vi. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.
9. Publication of Current Per Foot Costs

The Overhead Costs Per Foot and Underground Costs Per Foot for new construction shall be as calculated by the Company and placed on file with the Public Utilities Commission. These costs are included in the attachment to this policy.

10. Tree Trimming

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

The Customer will be responsible for all necessary tree trimming on private property. Tree trimming along public ways and common ways will remain the responsibility of the Company but may cause additional charges to be billed to the Customer if the type of work requires the Company to contract with a third party to trim trees for the purposes of clearing the space needed for the line work.

11. Line Extension Agreement

The Company will require the Customer to sign a Line Extension Agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation line to the Customer's home, provided that such terms are not inconsistent with the terms expressed in this policy.

12. Temporary Service

This policy shall not apply to lines constructed for temporary service, unless the Company, in its sole discretion, deems it appropriate in the given circumstances of each case.

13. Winter Moratorium on Underground Construction

From the period of December 15 to April 1, the Company may decline, in its sole discretion, to install any underground facilities.

14. Easements

The Company will, as a condition on the installation of the service, require the Customer to provide the Company with an executed easement (drafted by the Company) for all facilities located on private property. The Customer will provide the easement prior to the start of the Company's construction and at no cost to the Company. In the event that third party rights are required for the Customer's installation, the Customer will be responsible for obtaining all third party rights or crossings at the Customer's expense.

15. Customer Request to Upgrade Service

When, in the Company's opinion, the Company is required to upgrade its distribution line, or any associated equipment, in order to accommodate a Customer's upgrade of the existing main switch to the Customer's premises, the terms of Policy 3 shall apply.

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R.I.P.U.C. No. 22172243

Page 7 of 7

Canceling R.I.P.U.C. No. 21962217

Policy 1

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

POLICY 1  
LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

The Per Foot Costs referred to in the above policy are as follows:

Underground Cost Per Foot:	\$37.30
Overhead Cost Per Foot:	\$37.68

These costs are effective until the Rhode Island Public Utilities Commission is notified in writing of any changes (with a copy of the written notice provided to the Rhode Island Builders Association).

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

When a developer, contractor, builder or other customer (“Developer”) proposing to construct a residential development or individual homes requests that distribution lines be constructed to serve the development or homes, the terms of this policy shall apply. This policy applies only to the installation of electric service by The Narragansett Electric Company (“Company”). The Developer should contact other utilities to determine the utilities’ requirements governing the provision of their service and whether any costs and/or requirements are to be the responsibility of the Developer.

1. Installation of Overhead Distribution Lines

The Company will provide a regular overhead distribution line to the development or individual homes designed to provide regular residential service to each home proposed in the project. The Company will determine the route of the line in consultation with the Developer. The Developer shall wire to the point designated by the Company, at which point the Company will connect its facilities. In addition, the Developer’s facilities shall comply with the Company’s construction standards and/or the “Specifications for Electrical Installations” booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

2. Distance of Overhead Distribution Line Allowed Without Charge

The Company will provide 150 feet of overhead distribution line, not including the secondary service drop, per each “house lot” free of charge.

3. Overhead Line Extension

If the number of centerline feet of overhead distribution line required to serve the development (“Required Line Distance”) is greater than the “Allowed Distance” of 150 feet per “House Lot,” then there will be a charge to the Developer for the overhead line extension for the additional feet (“Overhead Installation Charge”). The additional charge shall be paid by the Developer in advance of the Company’s construction.

The Overhead Installation Charge will be equal to the “Overhead Cost Per Foot” times the number of feet in excess of the “Allowed Distance” of 150 feet per House Lot, plus applicable tax contribution factor.

When overhead service is requested, the Company shall be responsible for:

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

- i. installing (or having others install), owning (individually or jointly) and maintaining (individually or jointly) all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion are required to provide adequate service;
- ii. designating the location of all Company owned equipment, excluding streetlights, and the service entrance and meter location(s); and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Developer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive; excessive cost shall be defined as the type of work which requires the Company to contract with a third party to remove the ledge through blasting or to trim trees for the purposes of clearing the space needed for the line work.

The Developer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The "Overhead Cost Per Foot" will be a predetermined cost per foot as calculated by the Company.

The Overhead Installation Charge is nonrefundable if the line is built.

#### 4. Underground Lines

A Developer may request an underground distribution line in lieu of the regular overhead line. If requested, however, the Company will estimate the cost of providing the underground line to the development using a predetermined underground cost per foot ("Underground Cost Per Foot"). The Developer will be required to pay an "Underground Charge" equal to:

- i. the difference between the estimated underground construction cost (based on Underground Cost Per Foot) and the estimated construction cost for a regular overhead line (based on the Overhead Cost Per Foot); plus

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

- ii. the Overhead Installation Charge, if any, that would have been paid for an overhead line in the development as calculated in Section 3 above; plus
- iii. a tax contribution factor based on the value of donated property and/or any cash contribution.

The Underground Charge shall be paid by the Developer in advance of the Company's construction and is nonrefundable if the line is built.

The Developer will be responsible for removal of ledge, trenching and backfilling in accordance with the Company's construction standards and/or the "Specifications for Electrical Installations" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction. In addition, the Developer will be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable supporting documents required by the Company to prepare design drawings and ensure that the Developer is providing all necessary easements, in accordance with Section 10 below, for the locations of its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company-owned street light foundations), handholes, manholes, grounding systems, all conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents and in accordance with the Company's specifications;
- iii. installing foundations, provided by the Company, for proposed street lighting based on a plan approved, in writing, by a Municipality, which includes agreement by that Municipality to accept responsibility for payment of the lights once the lights are energized;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

- v. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location; and
- vi. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

When underground service is requested, the Company shall be responsible for:

- i. developing the plan to provide underground electric service;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Developer;
- iii. designating the location of all Company-owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company-owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, Company-owned street lights, primary and secondary cable, except services;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Developer, prior to backfilling.

#### 5. Publication of Current Per Foot Costs

The Overhead Costs Per Foot and Underground Costs Per Foot for new construction shall be as calculated by the Company and placed on file with the Public Utilities Commission ("Commission"). These costs are included in the attachment to this policy.

The Company also will provide such "Overhead and Underground Costs Per Foot" and the method of calculating the applicable tax contribution factor to anyone who inquires.

If the Company changes the Overhead and Underground Cost Per Foot or method of

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

calculating the tax contribution factor, it will notify the Commission in writing and provide a copy of the written notice to the Rhode Island Builders Association, if in existence.

The Company will not increase the Overhead or Underground Costs Per Foot by more than 10% per year without specific approval from the Commission and advance notice to the Rhode Island Builders Association, if in existence.

6. Developer Provides Plans and Documentation

The total number of house lots proposed to be constructed (“House Lots”) will be provided in advance to the Company by the Developer (prior to the Company building the distribution line), along with an electronic copy (in a format acceptable to the Company) of the subdivision plan approved by the planning board in the applicable community.

The Company may require the Developer to provide, in advance, the following:

- i. a copy of the approval of the planning board for the subdivision;
- ii. a copy of all permits and approvals that have been obtained for constructing the development;
- iii. the name and address of the bank or credit union providing financing for the development, including a contact person and phone number;
- iv. a copy of a city/town-approved street light proposal for the development. If installation is requested after construction is completed, the actual, incremental cost of installing the street lights may be borne by the city/town if the tariff does not collect all costs of construction.
- v. a schedule or Developer’s best estimate for the construction of homes in the development; and
- vi. if requested by the Company, such other reasonable information that may be requested to confirm the viability of the development.

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

7. Building the Distribution Line in Segments

The Company may, in its own discretion, construct the distribution line in segments, rather than all at once in the proposed development.

8. Line Extension Agreement

The Company will require the Developer to sign a Line Extension Agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation of a distribution line in the development, provided that such terms are not inconsistent with the terms expressed in this policy.

9. Winter Moratorium on Underground Construction

From the period of December 15 to April 1, the Company may decline, in its sole discretion, to install any underground facilities.

10. Easements

The Company will require the Developer to provide the Company with executed easements (drafted by the Company) for all facilities to reach and serve the development. The Developer will provide the easement prior to the start of the Company's construction and at no cost to the Company. In the event that third party rights are required for the Developer's installation, the Developer will be responsible for obtaining all third party rights or crossings at the Developer's expense.

REDLINED

R.I.P.U.C. No. [22172243](#)

Page 7 of 7

Canceling R.I.P.U.C. No. [21962217](#)

Policy 2

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

POLICY 2

LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

The Per Foot Costs referred to the above policy are as follows:

Underground Cost Per Foot:                      \$37.30

Overhead Cost Per Foot:                              \$37.68

These costs are effective until the Rhode Island Public Utilities Commission is notified in writing of any changes (with a copy of the written notice provided to the Rhode Island Builders Association).

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 3

LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

The terms of this policy shall apply when a commercial, industrial, or non-residential (a real estate development which is not an approved subdivision of single-family homes) customer (“Customer”) requests that a distribution line and/or other facilities (“New Facilities”) necessary to properly supply electricity to the Customer’s facilities be installed. This policy applies only to the installation of electric service by The Narragansett Electric Company (“Company”). The Customer should contact other utilities to determine the utilities’ requirements governing the provision of their service and whether any costs and/or requirements are to be the responsibility of the Customer.

The terms of this policy shall also apply to an individual residential customer whose upgrade of the existing main switch to his/her premises will, in the Company’s opinion, require the Company to upgrade its distribution line or associated equipment. In applying this policy, the Company will estimate any additional incremental revenue that may be realized as a result of the upgraded service for the purposes of determining whether a Construction Advance is required from the residential customer.

1. Amount of Overhead Distribution Provided without Charge

If the New Facilities being requested by the Customer consists of an overhead, single phase, secondary voltage distribution line extension that does not exceed two poles and two spans of line, the Company will provide the poles and spans of line needed to serve the New Facilities plus a service drop (that does not require a carrier pole) free of charge to the Customer. Otherwise, the costs of all poles and spans of line determined by the Company as needed to serve the New Facilities will be included in the cost component of the Construction Advance Formula described below.

2. Estimated Revenue

Before undertaking the construction of the New Facilities to serve the Customer, the Company will estimate the annual incremental revenue to be derived by the Company under the distribution service rates from the installation of the New Facilities.

3. Construction Advance

The Company will determine the facilities required to meet the distribution service requirements of the Customer. Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 3

LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

additional payments from the Customer.

In accordance with the formula below (the “Formula”), the Company shall determine whether a payment by the Customer of a Construction Advance shall be required. The Construction Advance shall be paid by the customer in advance of the Company’s construction.

$$\text{Construction Advance (A)} = [ C - [ D \times M ] \div K ]$$

where

- A= Construction Advance paid to the Company by the Customer.
- C= The total estimated cost of construction for facilities required exclusively to meet the distribution service requirements of the Customer. This cost includes capital and non-capital costs and the Company’s liability for tax required on the value of the material and labor provided by the Customer. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.
- D= For a single customer, the estimated annual Distribution Revenue derived from the Customer within the first year following the completion of the Company’s construction of facilities; or for developments, the estimated additional annual Distribution Revenue derived from those new customers in the development anticipated to be supplied directly with electric service within one year from the commencement of the delivery of electricity to the first customer in the development.
- M= 0.5, the revenue apportionment factor.
- K= The annual carrying charge factor, expressed as a decimal.

Where the calculation of (A) results in a positive number, a Construction Advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. Where the calculation of (A) results in a Construction Advance of \$500 or less, the payment of the Construction Advance will be waived. The Company shall exercise good faith in making each estimate and determination required above.

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 3

LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

Any revenues from Transmission Service, the Non-Bypassable Transition Charge, ~~Standard Offer~~ Last Resort Service rates, the Energy Efficiency Program Charge, the Long Term Contracting for Renewable Energy Recovery Factor, and the Net Metering Charge shall be excluded from this calculation.

The Construction Advance in the formula shall be further adjusted to include a tax contribution factor on the cash value of the Construction Advance, excluding the value of the tax contribution on any donated property received from the Customer. This tax contribution factor shall be paid in full by the Customer prior to the start of construction.

#### 4. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction Advance payment using actual construction costs and actual Distribution Revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time between twelve and thirty-six (36) months after commencement of the delivery of electricity.

To determine the refund, the Formula shall be modified as follows:

C= The actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs and the Company's liability for tax required on the value of the material and labor provided by the Customer. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

D= The actual annual Distribution Revenue for the most recent twelve months.

M= 0.5, the revenue apportionment factor.

K= The annual carrying charge factor, expressed as a decimal.

If a lower or negative (A) results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX APOLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

Customer's usage or the collectability of the Customer's account, then the Company shall refund a portion of or the entire calculated Construction Advance, or the full cost of construction, without interest. In no case shall the amount refunded exceed the original Construction Advance (A); nor shall the review result in additional payments from the Customer.

If a refund is made, the Company will refund the appropriate portion of any tax contribution factor at the current tax rate.

5. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- i. installing (or having others install), owning (individually or jointly) and maintaining (individually or jointly) all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion are required to provide adequate service;
- ii. designating the location of all Company owned equipment, excluding streetlights, and the service entrance and meter location(s); and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive; excessive cost shall be defined as the type of work which requires the Company to contract with a third party to remove ledge through blasting or to trim trees for the purposes of clearing the space needed for the line work.

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments rather than all at once in the proposed development.

6. Underground Lines

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 3

LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

If the Customer requests an underground distribution line in lieu of the standard overhead line, the Company will give reasonable consideration to the request. If the Company believes that there are technical complications, safety issues, engineering concerns, or other reasonable concerns regarding the feasibility and/or maintenance of an underground system in the given circumstances, the Company may decline to provide underground service.

If the Company agrees to underground service, the Customer will be responsible for removal of ledge, trenching and backfilling in accordance with the Company's construction standards and/or the "Specifications for Electrical Installations" booklet as published by the Company from time to time and shall comply with the codes and requirements of legally constituted authorities having jurisdiction.

In addition, the Customer will be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable supporting documents and electronically formatted site plans required for the Company to prepare design drawings and to ensure the Customer is providing all necessary easements, in accordance with Section 8 below, for the locations of the Company's facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, secondary cable, all conduit including spacers, glue and pulling strings, etc., as indicated on the Company's plan and related construction documents and in accordance with the Company's specifications;
- iii. Installing foundations, provided by the Company, for Company-owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- v. retaining ownership of transformer foundations and grounding systems, and all secondary cables and conduit on private property, excluding Company-owned street lighting; and

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 3

LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

- vi. turning over ownership of the conduit system, excluding the secondary conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

When underground service is requested, the Company shall be responsible for:

- i. developing the plan to provide underground electric service;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company-owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company-owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company-owned street lights, and meters;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

7. Winter Moratorium on Underground Construction

From December 15 to April 1, the Company may decline, in its sole discretion, to install any underground facilities.

8. Easements

The Company will require the Customer to provide the Company a permanent executed easement (drafted by the Company) for all facilities to reach and serve the New Facilities. The Customer will provide the easement prior to the start of the Company's construction and at no cost to the Company. In the event that third party rights are required for the Customer's

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

POLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

installation, the Customer will be responsible for obtaining all third party rights or crossings at the Customer's expense.

9. Additional Payment

When, in the Company's opinion, significant engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer this cost before engineering begins. If construction is undertaken, this payment will be applied to any required Construction Advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire additional advance payment will be refunded.

**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 street and area lighting 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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- Infrastructure, Safety, and Reliability Provision
- Last Resort Service Adjustment Provision
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision

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

Residential Assistance Provision  
Revenue Decoupling Mechanism Provision  
Storm Fund Replenishment Provision  
Transition Cost Adjustment Provision  
Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

Any Customer served under this rate who is eligible for Last Resort Service shall receive such service pursuant to the Last Resort 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.

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 both of the following criteria:

1. Must be the head of a household or principal wage earner; and
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 the Rhode Island Works Program (formerly known as Family Independence Program) or successor programs.

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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
Energy Efficiency Programs Provision  
Infrastructure, Safety, and Reliability Provision  
Last Resort Service Adjustment Provision  
LIHEAP Enhancement Plan Provision  
Long Term Contracting for Renewable Energy Recovery Provision  
Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
Net Metering Provision  
Pension Adjustment Mechanism Provision  
Performance Incentive Recovery Provision  
Qualifying Facilities Power Purchase Rate  
Renewable Energy Growth Program Cost Recovery Provision  
Revenue Decoupling Mechanism Provision  
Residential Assistance Provision  
Storm Fund Replenishment Provision  
Transition Cost Adjustment Provision  
Transmission Service Cost Adjustment Provision

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

**LAST RESORT SERVICE**

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

**LOW INCOME DISCOUNT**

The Customer's total bill for service as determined based upon the provisions above, in addition to charges for generation service billed under the Complete Billing Service option pursuant to §2.1.1 of the Company's Terms and Conditions for Nonregulated Power Producers in effect from time to time, will be discounted by twenty-five (25) percent. Customers receiving benefits through the following programs will receive an additional discount of five (5) percent, totaling a total bill discount of thirty (30) percent: Medicaid, General Public Assistance, or the Rhode Island Works Program or successor programs.

**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.

**THE NARRAGANSETT ELECTRIC COMPANY  
LARGE DEMAND BACK-UP SERVICE RATE (B-32)  
RETAIL DELIVERY SERVICE**

**AVAILABILITY**

This service shall apply to Customers receiving service on any of the Company's retail delivery service tariffs who have a facility demand of 25 kilowatts or greater and meet the criteria 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.

Customers who receive incentive payments for the installation of non-emergency generation units configured for Combined Heat and Power ("CHP") through the Company's approved Energy Efficiency Plan after the effective date of this tariff, and who would otherwise be eligible for this rate, will receive retail delivery service on General C&I Rate G-02 or Large Demand Rate G-32, as applicable.

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**

Customer 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.

**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:

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND BACK-UP SERVICE RATE (B-32)**  
 RETAIL DELIVERY SERVICE

- 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) Rates for Back-Up Retail Delivery Service**

Customer Charge per month                      See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

Distribution Charge per kW                      See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

The Distribution Charge per kW applicable to Back-up Retail Delivery Service shall be equal to \$7.35 (representing the base distribution kW charge applicable to Back-up Service as approved in R.I.P.U.C. Docket No. 4770), plus the approved Operation and Maintenance and CapEx factors applicable to Back-up Service, both per the Company's approved Infrastructure, Safety, and Reliability Plan, 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 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) Installation of Meters on Generation**

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.

**THE NARRAGANSETT ELECTRIC COMPANY  
LARGE DEMAND BACK-UP SERVICE RATE (B-32)  
RETAIL DELIVERY SERVICE**

**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) Rates for Supplemental Retail Delivery Service**

<u>Transmission Charge per kW</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates
<u>Distribution Charge per kW in excess of 200 kW</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates
<u>Distribution Charge per kWh</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates
<u>Non-Bypassable Transition Charge per kWh</u>	See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

**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 Last Resort Service, Non-Bypassable Transition Charge, and Energy Efficiency Programs, Customers will be billed on actual kWh delivered by the Company.

**c) Determination of Kilowatt Demand**

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 the greater of:

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

**THE NARRAGANSETT ELECTRIC COMPANY  
LARGE DEMAND BACK-UP SERVICE RATE (B-32)  
RETAIL DELIVERY SERVICE**

**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**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Programs Provision
- Infrastructure, Safety, and Reliability Provision
- Last Resort Service Adjustment Provision
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- Storm Fund Replenishment Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

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

**THE NARRAGANSETT ELECTRIC COMPANY  
LARGE DEMAND BACK-UP SERVICE RATE (B-32)  
RETAIL DELIVERY SERVICE**

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 per kilowatt of supplemental distribution billing demand for such month shall be allowed against the amount determined under the preceding provisions. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

An additional credit per kilowatt of the supplemental distribution billing demand for such month shall also be allowed if the Customer accepts delivery at transmission level voltage, not less than 69 kV, and the Company is saved the cost of installing any transformer and associated equipment. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

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 a charge per 90% of KVA of reserved second feeder capability. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates. 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 Line Extension and 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 charge per 90% of KVA of reserved second feeder capability equal to the credit for high voltage delivery for customers taking service at not less than 2400 volts shall be charged if an additional transformer is required at the Customer's facility. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

### **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

**THE NARRAGANSETT ELECTRIC COMPANY**  
**LARGE DEMAND BACK-UP SERVICE RATE (B-32)**  
**RETAIL DELIVERY SERVICE**

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.

**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 Large Demand Rate G-32.

**MONTHLY CHARGE**

The Monthly Charge will be the sum of the applicable Retail Delivery Service Charges set forth in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Programs Provision
- Infrastructure, Safety, and Reliability Provision
- Last Resort Service Adjustment Provision
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- Storm Fund Replenishment Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

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

**MINIMUM CHARGE**

Metered Service: See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates  
Unmetered Service: See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates

However, if the kVA transformer capacity needed to serve a customer exceeds 25 kVA, the minimum charge will be increased for each kVA in excess of 25 kVA. See Additional Minimum Charge, R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

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

**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. 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 aforesaid 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 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.

**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 Large Demand Rate G-32.

This rate will also apply to customers who receive incentive payments for the installation of non-emergency generation configured to provide Combined Heat and Power ("CHP") through the Company's approved Energy Efficiency Plan after the effective date of this tariff, and who would otherwise be eligible to receive service on Large Back-up Service Rate B-32.

This rate is also available to customer accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, who 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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Programs Provision
- Infrastructure, Safety, and Reliability Provision
- Last Resort Service Adjustment Provision
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- Storm Fund Replenishment Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

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

**LAST RESORT SERVICE**

Any Customer served under this rate who is eligible for Last Resort Service shall receive such service pursuant to the Last Resort 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.

Any Demand established during the Scheduled Maintenance Period, as defined below, will not be considered during billing periods subsequent to the Scheduled Maintenance Period in the calculation of c) above.

**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.

**COMBINED HEAT AND POWER (“CHP”) PROGRAM PROVISIONS**Minimum Demand

Customers who receive an incentive payment for the installation of a CHP non-emergency generation unit through the Company's Energy Efficiency Program after the effective date of this tariff will be subject to a monthly Minimum Demand Charge. For Customers subject to this CHP Minimum Demand Provision, the monthly Demand will be the greater of:

- a) the Demand as determined above; or
- b) the Minimum Demand, which shall be 50% of the greatest fifteen-minute reading from the Customer's generation meter(s) as measured in kilowatts during the month;

The Customer Charge, Transmission Demand Charge, all per kWh charges, and any other applicable charges and

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

credits will be in addition to the Minimum Demand Charge.

Scheduled Maintenance

Customers may, at their option, request one annual Scheduled Maintenance Period which may occur during no more than five (5) consecutive week-days during the months of April, May, October and November. This request must be submitted to the Company in writing at least 30 days in advance, and must specify the exact dates and duration of the Scheduled Maintenance Period. The Company will notify the Customer in writing within five (5) business days of receiving the Customer's request whether the Scheduled Maintenance Period is acceptable. Meter readings during this Scheduled Maintenance Period will be used in determining the Customer's Demand for the current month, but will not be used during subsequent billing periods for purposes of determining Demand (See Demand above).

Metering Requirements

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.

**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 per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**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

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

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.

**THE NARRAGANSETT ELECTRIC COMPANY**  
**LARGE DEMAND RATE (G-32)**  
**RETAIL DELIVERY SERVICE**

**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 metered demand of 200 kW or greater for 3 consecutive months as soon as practicable, based on the greatest fifteen minute peak, as measured in kilowatts, occurring during any hour of the month.

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.

Customers Placed on Rate G-32: Service will initially be taken under this rate by any new customer who requests service capability of 225 kVA or greater. The Company may require a customer with a 12-month average metered demand greater than 200 kW for twelve consecutive months to receive service on this rate.

Transfers From Rate G-32: Any customer whose 12-month average demand is less than 180 kW for twelve consecutive months may elect to transfer from the Large Demand Rate G-32 to another available rate. The Company may require a customer with a 12-month average metered demand of less than 180 kW for twelve consecutive months to receive service on another available rate.

This rate will apply to customers who receive incentive payments for the installation of non-emergency generation configured to provide Combined Heat and Power ("CHP") through the Company's approved Energy Efficiency Plan after the effective date of this tariff, and who would otherwise be eligible to receive service on Large Back-up Service Rate B-32.

This rate is also available to customer accounts associated with Eligible Net Metering Systems, as defined in R.I Public Laws of 2011, Chapters 134 and 147, who 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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**PEAK 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,

**THE NARRAGANSETT ELECTRIC COMPANY**  
**LARGE DEMAND RATE (G-32)**  
**RETAIL DELIVERY SERVICE**

President's Day, Memorial Day, Independence Day, Columbus Day (observed), Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- Infrastructure, Safety, and Reliability Provision
- Last Resort Service Adjustment Provision
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- Storm Fund Replenishment Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

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

**BILLING DEMAND**

The Billing 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 Billing Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

Any Billing Demand established during the Scheduled Maintenance Period, as defined below, will not be considered during billing periods subsequent to the Scheduled Maintenance Period in the calculation of c) above.

**THE NARRAGANSETT ELECTRIC COMPANY  
LARGE DEMAND RATE (G-32)  
RETAIL DELIVERY SERVICE**

**OPTIONAL DETERMINATION OF BILLING DEMAND**

A Customer who has been served hereunder for one year or more may upon written request have the Billing 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.

**COMBINED HEAT AND POWER (“CHP”) PROVISIONS**

Minimum Demand

Customers who receive an incentive payment for the installation of a CHP non-emergency generation unit through the Company’s Energy Efficiency Program after the effective date of this tariff will be subject to a monthly Minimum Demand Charge. For Customer’s subject to this CHP Minimum Demand Charge Provision, the monthly Billing Demand will be the greater of:

- a) the Billing Demand as determined above; or
- b) the Minimum Billing Demand, which shall be 50% of the greatest fifteen-minute reading from the Customer’s generation meter(s) as measured in kilowatts during peak hours.

The Customer Charge, Transmission Demand Charge, all per kWh charges, and any other applicable charges and credits will be in addition to the Minimum Demand Charge.

Scheduled Maintenance

Customers may, at their option, request one annual Scheduled Maintenance Period which may occur during no more than five (5) consecutive week-days during the months of April, May, October, and November. This request must be submitted to the Company in writing at least 30 days in advance, and must specify the exact dates and duration of the Scheduled Maintenance Period. The Company will notify the Customer in writing within five (5) business days of receiving the Customer’s request whether the Scheduled Maintenance Period is acceptable. Meter readings during this Scheduled Maintenance Period will be used in determining the Customer’s Billing Demand for the current month, but will not be used during subsequent billing periods for purposes of determining Billing Demand (See Billing Demand above).

Metering Requirements

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.

**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 per kilowatt of Billing

**THE NARRAGANSETT ELECTRIC COMPANY  
LARGE DEMAND RATE (G-32)  
RETAIL DELIVERY SERVICE**

Demand for such month shall be allowed against the amount determined under the preceding provisions. See R.I.P.U.C. 2095, Summary of Retail Delivery Rates.

An additional credit per kilowatt of the Billing Demand for such month shall also be allowed if said customer accepts delivery at transmission level voltage, not less than 69 kV, and the Company is saved the cost of installing any transformer and associated equipment. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

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 a charge per 90% of KVA of reserved second feeder capability. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates. 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 Line Extension and 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 charge per 90% of KVA of reserved second feeder capability equal to the credit for high voltage delivery for customers taking service at not less than 2400 volts shall be charged if an additional transformer is required at the Customer's facility. See R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

### **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

THE NARRAGANSETT ELECTRIC COMPANY  
**LARGE DEMAND RATE (G-32)**  
RETAIL DELIVERY SERVICE

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.

**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 consist 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 RIPUC No. 2095, Summary of Retail Delivery Rates 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 Program Charge, 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 Program Charge, 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**

Option A – Monthly Netting

The charges for delivery service under Option A of this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- LIHEAP Enhancement Plan Provision
- Transition Cost Adjustment Provision

Option B – Hourly Netting

The charges for delivery service under Option B this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- LIHEAP Enhancement Plan Provision
- Transition Cost Adjustment Provision

**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 Tariff.

**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.

**THE NARRAGANSETT ELECTRIC COMPANY**  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
**RETAIL DELIVERY SERVICE**

**AVAILABILITY**

Street and Area Lighting Service is available under this rate to any municipal city or town, any fire district, any regional school district, any municipal water utility board, Kent County Water Authority, Rhode Island Commerce Corporation, Quonset Development Corporation, Rhode Island Airport Corporation, Narragansett Bay Commission, and the State of Rhode Island (collectively, and each individually, hereinafter referred to as Customer) in accordance with the qualifications and specifications set forth below and all provisions and terms as further defined in applicable attachment agreements.

Customers who have received service under the Company's General Street and Area Lighting Rate S-14 or Decorative Street and Area Lighting Service Rate S-06 and (1) have purchased street and area lighting facilities, including dedicated poles, standards, or accessories pursuant to R.I.G.L § 39-30-1 *et seq.*; or (2) have otherwise purchased street and area lighting facilities consistent with the requirements described in R.I.G.L § 39-30-1 *et seq.*, shall be served under this rate, provided that the Customer has complied with all provisions and terms of the rates and any related attachment agreements. Service under this rate is contingent upon the execution of a written purchase and sale agreement for the Company's designated street and area lighting facilities, and dedicated poles, standards or accessories, the completed transfer of title to the facilities from the Company to the Customer, and the execution of and compliance with associated attachment agreements between the Customer and the Company. Any street and area lighting additions, removals, or replacements performed by the Customer shall be served on this tariff provided the Customer is compliant with all terms and provisions of this tariff and attachment agreements, and written notice is provided to the Company.

Service provided under this tariff shall be unmetered. The type of service supplied and delivery service voltage shall be determined by the Company in accordance with the Company's Specifications for Electrical Installations.

Street and Area Lighting Service under this rate does not include maintenance of street and area lighting equipment owned by the Customer. The Customer shall be responsible for providing maintenance, and absent a separate written contract between the Company and the Customer, the Company shall have no obligation to maintain facilities and equipment owned by the Customer.

**STREET AND AREA LIGHTING – CUSTOMER-OWNED EQUIPMENT****RATE**

The following are unmetered annual billable kWh delivered values for specific individual light source types functioning on a designated operating schedule for applicable customer-owned street and area lights. These annual billable kWh deliveries for the specified light source type/wattage and operating schedule shall be applied to customer-owned street and area lights that require annual kWh deliveries that are less than or equal to the values indicated below as determined by the Company.

1. Annual Billable kWh DeliveriesIncandescent & High Intensity Discharge (HID) Light Sources:

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Incandescent (INC)	105	105	920	438	392	285
	205	205	1,796	856	766	557

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
 RETAIL DELIVERY SERVICE

Incandescent & High Intensity Discharge (HID) Light Sources (continued):

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Operating Schedule</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Mercury Vapor (MV)	100	130	1,139	543	486	353
	175	211	1,848	881	789	573
	250	307	2,689	1,282	1,147	834
	400	477	4,179	1,991	1,783	1,295
	1,000	1,095	9,592	4,572	4,092	2,973
Metal Halide (MH)	400	451	3,951	1,883	1,685	1,224
	1,000	1,078	9,443	4,501	4,028	2,927
High Pressure Sodium (HPS)	50	61	534	255	228	166
	70	86	753	359	321	233
	100	118	1,034	493	441	320
	150	173	1,515	722	647	470
	250	304	2,663	1,269	1,136	825
	400	470	4,117	1,962	1,756	1,276

<sup>1</sup> Billable Wattage represents the total luminaire energy consumption including the ballast, control, and other applicable adjustments.

Solid State Lighting (SSL) Sources

Light Source Type: Light Emitting Diode (LED)

<u>Nominal Wattage<sup>2</sup> (Range)</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>				
		<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>	<u>Dimming-50%</u>
0.1 to 20.0	10	88	42	37	27	31
20.1 to 40.0	30	263	125	112	81	92
40.1 to 60.0	50	438	209	187	136	154
60.1 to 100.0	80	701	334	299	217	246
100.1 to 140.0	120	1,051	501	448	326	370
140.1 to 220.0	180	1,577	752	673	489	554
220.1 to 300.0	260	2,278	1,086	972	706	801

<sup>2</sup> LED Nominal Wattage includes the total device system wattage (LED array, driver, and control) and applicable adjustments. For billing purposes, a streetlight will be placed on an operating schedule based on the following: (1) if the streetlight’s annual operating hour equivalent is no more than five (5) percent above the closest operating schedule’s annual operating hour equivalent identified below in the Hours of Operation section, the streetlight shall be placed on that operating schedule; or (2) if the streetlight’s annual operating hour equivalent is more than five (5) percent above the closest operating schedule’s annual operating hour equivalent, the streetlight shall be placed on the operating schedule with the next highest annual operating hour equivalent.

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
 RETAIL DELIVERY SERVICE

2. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service
Field/Office Survey Charge	See Attachment Agreement for Customer-Owned Street and Area Lighting Attachments

3. Rates for Retail Delivery Service

Customers receiving delivery service under this rate shall be charged the applicable charges contained in the Summary of Retail Delivery Rates, R.I.P.U.C. No. 2095, as in effect from time to time.

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

- Customer Credit Provision
- Energy Efficiency Program Provision
- Infrastructure, Safety, and Reliability Provision
- Last Resort Service Adjustment Provision
- LIHEAP Enhancement Plan Provision
- Long Term Contracting for Renewable Energy Recovery Provision
- Long Term Contracting for Renewable Energy Recovery Reconciliation Provision
- Net Metering Provision
- Pension Adjustment Mechanism Provision
- Performance Incentive Recovery Provision
- Qualifying Facilities Power Purchase Rate
- Renewable Energy Growth Program Cost Recovery Provision
- Residential Assistance Provision
- Revenue Decoupling Mechanism Provision
- Storm Fund Replenishment Provision
- Street Light Metering Pilot Cost Recovery Provision
- Transition Cost Adjustment Provision
- Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

Any Customer served under this rate who is eligible for Last Resort Service shall receive such service pursuant to the Last Resort 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.

**DETERMINATION OF MONTHLY BILL**

The monthly bill will be based on the following:

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
RETAIL DELIVERY SERVICE

1. ENERGY CHARGES

The Energy Charges for customer-owned street and area lighting are determined by multiplying the current energy rates by the aggregation of Billable kWh Delivered for each light per billing period.

The monthly billable kWh delivered shall be determined by allocating the Annual Billable kWh Delivered to each month based upon the Monthly Operating Hour Equivalents for lights and Operating Schedule as shown below. Applicable to lights under each Operating Schedule, the sum of the monthly billable kWh delivered for each light equals the annual billable kWh delivered in this tariff. Each month's daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in the month. The daily kWh amount is multiplied by the actual number of days for each month during the billing period as measured from the prior billing date to the current billing date, and then multiplied by the energy charges per kWh.

Hours of Operation

The Customer's street and area lighting may be operated for the hours and at the light level of the Customer's choice. However, for billing purposes all individual street and area lighting sources will be billed on an applicable Operating Schedule based upon the nature of the street and area lighting services as follows:

1. Continuous – Street and area lights operate continuously each day of the year, a total of approximately 8,760 hours each year.
2. Dusk-To-Dawn – Street and area lights operate daily at full energy requirements from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of no greater than 4,175 hours each year.
3. Dimming to 70% – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a time equal to the mid-point of the previous Dusk-To-Dawn service period, then an assumed 30% reduction in wattage and energy requirements for a period of reduced light output not to exceed four hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 2,715 hours at full energy requirements and 1,460 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,737 hours each year.
4. Part-Night – Street and area lights operate daily from approximately one-half hour after sunset then turn off at a time equal to the mid-point of the previous Dusk-To-Dawn service period and, as necessary, turn back on four hours later until approximately one-half hour before sunrise, a total of no greater than 2,715 hours each year.
5. Dimming to 50% – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a time equal to the mid-point of the previous Dusk-To-Dawn service period, then an assumed 50% reduction in wattage and energy requirements for a period of reduced light output not to exceed six hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 1,985 hours at full energy requirements and 1,095 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,080 hours each year.

For billing purposes, a streetlight will be placed on an operating schedule based on the following: (1) if the streetlight's annual operating hour equivalent is no more than five (5) percent above the closest operating schedule's annual operating hour equivalent identified below in the Hours of Operation section, the streetlight shall be placed on

**THE NARRAGANSETT ELECTRIC COMPANY  
 STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)  
 RETAIL DELIVERY SERVICE**

that operating schedule; or (2) if the streetlight’s annual operating hour equivalent is more than five (5) percent above the closest operating schedule’s annual operating hour equivalent, the streetlight shall be placed on the operating schedule with the next highest annual operating hour equivalent.

Customers requesting a change in Hours of Operation of a light due to installation or removal of a control device will be required to provide the estimated annual operating hours and energy reduction conditions it anticipates that the control device will provide as defined by the manufacturer’s specifications. The Company will assign the Customer to the appropriate Operating Schedule based upon the Customer’s light source type, billable wattage and expected annual operating hours.

Monthly Operating Hour Equivalents

The Monthly Operating Hour Equivalents provided below represents the equivalent time of full energy deliveries to an individual light following the defined Hours of Operation defined above:

Table of Monthly Operating Hour Equivalents (Hrs)

Month	Days	Operating Schedule				
		Continuous	Dusk-To-Dawn	Dimming-70%	Part-Night-4hr	Dimming-50%
January	31	744	442	401	316	348
February	28	672	367	332	254	282
March	31	744	363	326	238	270
April	30	720	309	273	188	218
May	31	744	280	244	156	187
June	30	720	251	218	132	162
July	31	744	267	233	146	176
August	31	744	301	267	179	210
September	30	720	338	300	218	247
October	31	744	392	353	268	298
November	30	720	418	379	297	328
December	31	744	447	411	323	354
Annual	365	8,760	4,175	3,737	2,715	3,080

**2. OTHER FEES AND CHARGES**

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreements, 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.

**INVENTORY OF LIGHTS**

The Customer shall be responsible for reporting to the Company the quantity, type of light source, Operating Schedule, type of luminaires by location, and the applicable Customer identification reference for all lights that are operating at any time. The Customer shall provide the Company with a complete listing of all luminaires served under this rate within thirty (30) days following the beginning of each calendar year of all facilities in-service as of December 31 of the preceding calendar year. Such reporting is necessary to ensure that the Company bills the Customer accurately for the cost of distribution, transmission, transition, energy efficiency, and any other applicable delivery service charges and, where appropriate, Last Resort Service. The Company may perform random confirmation of operating lights in a municipality to ensure the accuracy of such reports. If the Customer fails to meet the referenced reporting requirements or the identification of unreported lights by the Company, the Company will bill the Customer for all charges that would have been billed pursuant to the provisions of the tariff, plus interest charges at a rate of one

**THE NARRAGANSETT ELECTRIC COMPANY**  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT (S-05)**  
**RETAIL DELIVERY SERVICE**

and one quarter percent per month, from the point in time that the change(s) was estimated to have occurred until the point in time when the change(s) is reflected in the Company's billing system.

**TERMINATION OF SERVICE**

If a Customer that has purchased designated Company street and area lighting facilities subsequently chooses to terminate the service provided by the Company under this tariff, the Customer must provide six months advance written notice of such termination.

**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.

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

**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,

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

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 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. Luminaire Charges:

An annual charge as enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, includes 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>				
<u>Luminaire Type</u>	<u>Lumen</u>	<u>Nominal</u>		<u>Annual</u>
<u>Luminaire Style</u>	<u>Rating</u>	<u>Wattage</u>	<u>Description</u>	<u>kWh</u>
<u>High Pressure Sodium Vapor</u>				
<u>Decorative Post Top</u>				
Traditional	4,000	50	DEC HPS TR 50W	255
Traditional	9,600	100	DEC HPS TR 100W	493
Aspen Grove	4,000	50	DEC HPS AG 50W	255
Aspen Grove	9,600	100	DEC HPS AG 100W	493
Williamsville	4,000	50	DEC HPS WL 50W	255
Williamsville	9,600	100	DEC HPS WL 100W	493
<u>Decorative Post Top - Twin</u>				
Traditional	4,000	50	DEC HPS TR-TW 50W	510
Traditional	9,600	100	DEC HPS TR-TW 100W	986
Aspen Grove	4,000	50	DEC HPS AG-TW 50W	510
Aspen Grove	9,600	100	DEC HPS AG-TW 100W	986
Williamsville	4,000	50	DEC HPS WL-TW 50W	510
Williamsville	9,600	100	DEC HPS WL-TW 100W	986
<u>Light Emitting Diode ("LED")</u>				
<u>Decorative Post Top</u>				
Traditional	5,000	60	DEC LED TR 60W	255
<u>Decorative Post Top – Twin</u>				
Traditional	5,000	60	DEC LED TR-TW 60W	510

The Company shall use its best efforts to replace existing luminaire with LED luminaire within a reasonable

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

length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company’s crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year 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.

2. Support and Accessory Charges:

An additional annual charge as enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each 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.

Service Type

Support Type  
Standard Style

Description

Underground Service

Decorative Standard  
Villager with Foundation  
Washington with Foundation

DEC VILL PT/FDN  
DEC WASH PT/FDN

Accessory Type

None

3. Other Fees and Charges:

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 Lighting Service 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 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**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following

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

provisions:

Customer Credit Provision  
 Energy Efficiency Program Provision  
 Infrastructure, Safety, and Reliability Provision  
 Last Resort Service Adjustment Provision  
 LIHEAP Enhancement Plan Provision  
 Long Term Contracting for Renewable Energy Recovery Provision  
 Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision  
 Storm Fund Replenishment Provision  
 Street Light Metering Pilot Cost Recovery Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

Any Customer served under this rate who is eligible for Last Resort Service shall receive such service pursuant to the Last Resort 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.

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

2. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire. 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. Other Fees and Charges

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 and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

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

**FAILURE OF LIGHTS TO OPERATE**

Should any decorative 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.

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

**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.

**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 enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, are applicable to all street and area lighting facilities:

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual Description</u>	<u>kWh</u>
<u>Incandescent*</u>					
	Roadway	1,000*	105	LUM INC RWY 105W	443
<u>Mercury Vapor*</u>					
	Roadway	4,400*	100	LUM MV RWY 100W	543
		8,500*	175	LUM MV RWY 175W	881
		23,000*	400	LUM MV RWY 400W	1,991
		63,000*	1,000	LUM MV RWY 1000W	4,572
	Floodlight	23,000*	400	LUM MV FLD 400W	1,991
		63,000*	1,000	LUM MV FLD 1000W	4,572
<u>High Pressure Sodium Vapor</u>					
	Roadway	4,000	50	LUM HPS RWY 50W	255
		6,300	70	LUM HPS RWY 70W	359
		9,600	100	LUM HPS RWY 100W	493
		16,000	150	LUM HPS RWY 150W	722
		27,500	250	LUM HPS RWY 250W	1,269
		50,000	400	LUM HPS RWY 400W	1,962
	Wallighter	27,500 (24 hr)	250	WALL HPS 250W 24 HR	2,663
	Floodlight	27,500	250	LUM HPS FLD 250W	1,269
		50,000	400	LUM HPS FLD 400W	1,962
	Post Top	4,000*	50	LUM HPS POST 50W	255
		9,600*	100	LUM HPS POST 100W	493
	Shoebox	9,600*	100	LUM HPS REC 100W-C1	493

**THE NARRAGANSETT ELECTRIC COMPANY  
LIMITED SERVICE - PRIVATE LIGHTING (S-10)  
RETAIL DELIVERY SERVICE**

**RATE (Continued)**

Lamp Type

Luminaire Type

<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual Description</u>	<u>kWh</u>
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Metal Halide

Floodlight

32,000	400	LUM MH FLD 400W	1,883
107,800*	1,000	LUM MH FLD 1000W	4,502

Light Emitting Diode (“LED”)

Roadway

2,000	20	LUM LED RWY 20W	88
2,700	30	LUM LED RWY 30W	130
5,000	60	LUM LED RWY 60W	255
13,000	140	LUM LED RWY 140W	589
25,000	275	LUM LED RWY 275W	1,153

Post Top

5,000	60	LUM LED POST 60W	255
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The Company shall use its best efforts to replace existing luminaires with LED luminaires within a reasonable length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company’s crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year 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. Requests for LED luminaires are also limited to the replacement of existing luminaires at existing locations per the availability of this tariff.

\* 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 in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each 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.

Service Type

Support Type

Description

Overhead Service

Non-Distribution Pole

Wood Pole

POLE-WOOD

**THE NARRAGANSETT ELECTRIC COMPANY  
LIMITED SERVICE - PRIVATE LIGHTING (S-10)  
RETAIL DELIVERY SERVICE**

**RATE (Continued)**

Service Type

Support Type

Description

Underground Service

Non-Metallic Standard

Fiberglass without Foundation\*

POLE FIBR PT EMB<25

Fiberglass with Foundation <25 ft.

POLE FIBER RWY <25'

Fiberglass with Foundation =>25 ft.

POLE FIBER RWY =>25

Metallic Standard

Metallic with Foundation

POLE METAL =>25FT

Accessory Type

None

3. Other Fees and Charges

Additional fees or charges 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 Lighting Service 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**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision

Energy Efficiency Program Provision

Infrastructure, Safety, and Reliability Provision

Last Resort Service Adjustment Provision

LIHEAP Enhancement Plan Provision

Long Term Contracting for Renewable Energy Recovery Provision

**THE NARRAGANSETT ELECTRIC COMPANY  
LIMITED SERVICE - PRIVATE LIGHTING (S-10)  
RETAIL DELIVERY SERVICE**

Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision  
 Storm Fund Replenishment Provision  
 Street Light Metering Pilot Cost Recovery Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

Any Customer served under this rate who is eligible for Last Resort Service shall receive such service pursuant to the Last Resort 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. 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.

**THE NARRAGANSETT ELECTRIC COMPANY  
LIMITED SERVICE - PRIVATE LIGHTING (S-10)  
RETAIL DELIVERY SERVICE**

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. Other Fees and Charges

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 and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

**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

**THE NARRAGANSETT ELECTRIC COMPANY  
LIMITED SERVICE - PRIVATE LIGHTING (S-10)  
RETAIL DELIVERY SERVICE**

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/linaires 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.

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

**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 provision of this tariff and any related 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

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

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 enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, 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:

<u>Lamp Type</u>				
<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>Incandescent*</u>				
Roadway				
	1,000*	105	LUM INC RWY 105W	443
	2,500*	205	LUM INC RWY 205W	860
<u>Mercury Vapor*</u>				
Roadway				
	4,400*	100	LUM MV RWY 100W	543
	8,500*	175	LUM MV RWY 175W	881
	13,000*	250	LUM MV RWY 250W	1,282
	23,000*	400	LUM MV RWY 400W	1,991
	63,000*	1,000	LUM MV RWY 1000W	4,572
Floodlight				
	23,000*	400	LUM MV FLD 400W	1,991
	63,000*	1,000	LUM MV FLD 1000W	4,572
Post Top				
	8,500*	175	LUM MV POST 175W	881
<u>Metal Halide</u>				
Floodlight				
	32,000	400	LUM MH FLD 400W	1,883
	107,800*	1,000	LUM MH FLD 1000W	4,502

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

**RATE (Continued)**Lamp Type

<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>High Pressure Sodium Vapor</u>				
Roadway				
	4,000	50	LUM HPS RWY 50W	255
	6,300	70	LUM HPS RWY 70W	359
	9,600	100	LUM HPS RWY 100W	493
	16,000	150	LUM HPS RWY 150W	722
	27,500	250	LUM HPS RWY 250W	1,269
	50,000	400	LUM HPS RWY 400W	1,962
Wallighter				
	27,500 (24 Hr)	250	WALL HPS 250W 24 HR	2,663
Post Top				
	4,000**	50	LUM HPS POST 50W	255
	9,600**	100	LUM HPS POST 100W	493
Floodlight				
	27,500	250	LUM HPS FLD 250W	1,269
	50,000	400	LUM HPS FLD 400W	1,962
<u>Light Emitting Diode ("LED")</u>				
Roadway				
	2,000	20	LUM LED RWY 20W	88
	2,700	30	LUM LED RWY 30W	130
	5,000	60	LUM LED RWY 60W	255
	13,000	140	LUM LED RWY 140W	589
	25,000	275	LUM LED RWY 275W	1,153
Post Top				
	5,000**	60	LUM LED POST 60W	255

\* 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.

The Company shall use its best efforts to replace existing luminaires with LED luminaires within a reasonable length of time after receipt of the written notice requesting such replacement. Depending upon the number of street and area lighting facilities to be replaced with LED luminaires and the availability of the Company's crews, the Company may limit the quantity of LED replacements to ten (10) percent per account per calendar year 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.

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

**RATE (Continued)**

2. **Support and Accessory Charges:**

An additional annual charge as enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, will be applied to each 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.

Service Type

<u>Support Type</u>	<u>Description</u>
<u>Overhead Service</u>	
<u>Non-Distribution Pole</u>	
Wood Pole	POLE-WOOD
<u>Underground Service</u>	
<u>Non-Metallic Standard</u>	
Fiberglass without Foundation*	POLE FIBR PT EMB<25
Fiberglass with Foundation <25 feet	POLE FIBER PT <25' (Or) POLE FIBER RWY<25'
Fiberglass with Foundation =>25 feet	POLE FIBER RWY =>25
<u>Metallic Standard</u>	
Metallic Direct Embedded (No Fdn.)*	POLE METAL EMBEDDED
Metallic with Foundation	POLE METAL =>25FT

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

Accessory Type

None

3. **Other Fees and Charges:**

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 Lighting Service 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 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.

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

Fee or Charge TypeCharge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

**RATE ADJUSTMENT PROVISIONS**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
 Energy Efficiency Program Provision  
 Infrastructure, Safety, and Reliability Provision  
 Last Resort Service Adjustment Provision  
 LIHEAP Enhancement Plan Provision  
 Long Term Contracting for Renewable Energy Recovery Provision  
 Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
 Net Metering Provision  
 Pension Adjustment Mechanism Provision  
 Performance Incentive Recovery Provision  
 Qualifying Facilities Power Purchase Rate  
 Renewable Energy Growth Program Cost Recovery Provision  
 Residential Assistance Provision  
 Revenue Decoupling Mechanism Provision

Storm Fund Replenishment Provision  
 Street Light Metering Pilot Cost Recovery Provision  
 Transition Cost Adjustment Provision  
 Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

Any Customer served under this rate who is eligible for Last Resort Service shall receive such service pursuant to the Last Resort 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 NARRAGANSETT ELECTRIC COMPANY  
GENERAL STREET AND AREA LIGHTING SERVICE (S-14)  
RETAIL DELIVERY 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. 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. Other Fees and Charges

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

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

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 and/or photoelectric controls which are owned and maintained by the Company will be spot replaced. The Customer is responsible for notifying the Company of malfunctioning lights.

### **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.

### **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

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

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 charges enumerated in R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates, Sheet 3, for the temporary turn off.

1. Luminaire Charges:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
<u>Incandescent</u>					
Roadway					
		1,000	105	LUM INC RWY 105WTT	n/a
		2,500	205	LUM INC RWY 205WTT	n/a
<u>Mercury Vapor</u>					
Roadway					
		4,400	100	LUM MV RWY 100W TT	n/a
		8,500	175	LUM MV RWY 175W TT	n/a
		13,000	250	LUM MV RWY 250W TT	n/a

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

23,000      400      LUM MV RWY 400W TT      n/a

**RATE (Continued)**

Lamp Type

<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Description</u>	<u>Annual kWh</u>
Floodlight	63,000	1,000	LUM MV RWY 1000WTT	n/a
	23,000	400	LUM MV FLD 400W TT	n/a
Post Top	63,000	1,000	LUM MV FLD 1000WTT	n/a
	8,500	175	LUM MV POST 175W TT	n/a

Metal Halide

Floodlight	32,000	400	LUM MH FLD 400W TT	n/a
	107,800	1,000	LUM MH FLD 1000W TT	n/a

High Pressure Sodium Vapor

Roadway	4,000	50	LUM HPS RWY 50W TT	n/a
	6,300	70	LUM HPS RWY 70W TT	n/a
	9,600	100	LUM HPS RWY 100W TT	n/a
	16,000	150	LUM HPS RWY 150W TT	n/a
	27,500	250	LUM HPS RWY 250W TT	n/a
	50,000	400	LUM HPS RWY 400W TT	n/a
Wallighter	27,500 (24 Hr)	250	WALL HPS 250W 24 TT	n/a
Post Top	4,000	50	LUM HPS POST 50W TT	n/a
	9,600	100	LUM HPS POST 100W TT	n/a
Floodlight	27,500	250	LUM HPS FLD 250W TT	n/a
	50,000	400	LUM HPS FLD 400W TT	n/a

Light Emitting Diode ("LED")

Roadway	2,000	20	LUM LED RWY 20W TT	n/a
	2,700	30	LUM LED RWY 30W TT	n/a
	5,000	60	LUM LED RWY 60W TT	n/a
	13,000	140	LUM LED RWY 140W TT	n/a
	25,000	275	LUM LED RWY 275W TT	n/a

Post Top

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

5,000\*\*      60      LUM LED POST 60W TT      n/a

**RATE (Continued)**

2. Support and Accessory Charges:

Service Type

Support Type

Description

Overhead Service

Non-Distribution Pole

Wood Pole

POLE – WOOD TEMPOFF

Underground Service

Non-Metallic Standard

Fiberglass without Foundation

POLE FIBR EMB<25TT

Fiberglass with Foundation < 25 ft.

POLE FIBER PT <25TT

(Or) POLE FIBER RWY <25TT

Fiberglass with Foundation =>25 ft.

POLE FIBER RWY =>25TT

Metallic Standard

Metallic Direct Embedded (No Fdn.)

POLE METAL EMB TT

Metallic with Foundation

POLE METAL=>25' TT

3. Other Fees and Charges:

Fee or Charge Type

Charge Amount

Reactivation Charge

\$25.00

Crew Protection

Customer Responsibility

**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 municipal Customer must provide written notice to the Company requesting such temporary turn off

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

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 minimum term of one year, 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 of the General Street and Area Lighting tariff for 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.

**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 R.I.P.U.C. No. 2095, Summary of Retail Delivery Rates.

**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**

The charges for delivery service under this rate shall be subject to adjustment pursuant to the following provisions:

Customer Credit Provision  
Energy Efficiency Program Provision  
Infrastructure, Safety, and Reliability Provision  
Last Resort Service Adjustment Provision  
LIHEAP Enhancement Plan Provision

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

Long Term Contracting for Renewable Energy Recovery Provision  
Long Term Contracting for Renewable Energy Recovery Reconciliation Provision  
Net Metering Provision  
Pension Adjustment Mechanism Provision  
Performance Incentive Recovery Provision  
Qualifying Facilities Power Purchase Rate  
Renewable Energy Growth Program Cost Recovery Provision  
Residential Assistance Provision  
Revenue Decoupling Mechanism Provision  
Storm Fund Replenishment Provision  
Transition Cost Adjustment Provision  
Transmission Service Cost Adjustment Provision

**LAST RESORT SERVICE**

The customer may take Last Resort Service pursuant to the terms of the Last Resort 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 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.

**NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR LAST RESORT SERVICE****AVAILABILITY**

Last Resort Service shall be available to all Customers (including new Customers) who have not elected to take their electric supply from a non-regulated power producer or any Customer who, for any reason, has stopped receiving Generation Service from a non-regulated power producer.

**MONTHLY CHARGE**

The Charge for Last Resort Service will be the sum of the applicable Last Resort Service charges in addition to all appropriate Retail Delivery charges as stated in the applicable tariff. The monthly charge for Last Resort Service shall also include the costs incurred by the Company to comply with the Renewable Energy Standard, established in R.I.G.L. Section 39-26-1 and the costs to comply with the Commission's Rules Governing Energy Source Disclosure. The charge for Last Resort Service will include the administrative costs associated with the procurement of Last Resort Service, including an adjustment for uncollectible accounts as approved by the Commission.

**RATE FOR ALL CLASSES**

The Summary of Last Resort Service Charges, RIPUC Tariff No. 2096 to this tariff sets forth the rates for each rate class for the specified period. These rates are subject to change at the end of the period specified in the Summary of Last Resort Service Charges, RIPUC Tariff No. 2096. The Company will file a new Summary of Last Resort Service Charges, RIPUC Tariff No. 2096 for the next pricing period prior to the expiration of the current period.

The rates for each rate class shall be as follows:

Residential Group (Rates A-16, A-60). The rate applicable to this class shall be a fixed price that represents a weighted average of the actual monthly contract prices over the period specified in the Summary of Last Resort Service Charges, RIPUC Tariff No. 2096, plus an estimate of the costs of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from the Independent System Operator – New England (“ISO-NE”).

Commercial Group (Rates C-06, G-02, S-06, S-10, S-14). There are two rate options available to customers in the Commercial Group. The Summary of Last Resort Service Charges, RIPUC Tariff No. 2096 to this tariff sets forth the rate options for each rate class for the specified six month period. One option is referred to as the “Fixed Price Option”. The second option is referred to as the “Variable Price Option”. The rates for each option are subject to change at the end of the six month period specified in the Summary of Last Resort Service Charges, RIPUC Tariff No. 2096.

**NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR LAST RESORT SERVICE**

**Fixed Price Option:** represents a weighted average of the applicable winning bid over six months plus an estimate of the costs of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from ISO-NE. Customers receiving retail delivery service on Rate C-06 will be placed on the Fixed Price Option when initially requesting Last Resort Service from the Company.

**Variable Price Option:** represents the actual monthly price from the applicable winning bid for each month of the same six month period plus an estimate of the costs of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from ISO-NE. Customers receiving retail delivery service on Rates G-02, S-06, S-10, and S-14 will be placed on the Variable Price Option when initially requesting Last Resort Service from the Company.

All customers in the Commercial Group will have the option to switch to a different pricing option once during a twelve month period. After the initial assignment to a pricing option, each customer may choose a different pricing option, however, once the election has been made, the customer must remain on the chosen pricing option for a period of at least twelve (12) months.

Customers may notify the Company at any time to elect a different pricing option, provided that such notification is received at least two business days prior to the Customer's scheduled meter read date that occurs prior to either a January 1 or July 1 Last Resort rate change. After receiving the notice, the switch will be made by the Company on the scheduled meter read date immediately preceding the next scheduled Last Resort Service rate change (either January 1 or July 1).

Industrial Group (Rates B-32, G-32, and X-01). The rates applicable to this class shall be fixed monthly prices, representing the actual monthly contract prices for each month of the period specified in the Summary of Last Resort Service Charges, RIPUC Tariff No. 2096, or may be based upon estimates of the cost of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from ISO-NE.

**TERMINATION OF LAST RESORT SERVICE**

Last Resort Service may be terminated by a Customer upon the next scheduled meter read provided that notice of the change of supplier was received in accordance with the Company's Terms and Conditions for Non-regulated Power Producers.

There shall be no fee for terminating Last Resort Service.

NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR LAST RESORT SERVICE

**RATE CHANGES**

The rates set forth in this tariff are effective for usage on and after the Effective Date. Any changes will be filed with the Commission and are subject to Commission review and approval.

**THE NARRAGANSETT ELECTRIC COMPANY**  
**LAST RESORT SERVICE 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 Last Resort Service, which costs are not recovered from customers through the Last Resort 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 Last Resort Service: 1) the Last Resort Service Supply Reconciliation and 2) the Last Resort Administrative Cost Reconciliation. In the Last Resort Service Supply Reconciliation, the Company shall reconcile its total cost of purchased power for Last Resort Service supply against its total purchased power revenue. Total purchased power revenue shall mean all revenue billed to Standard Offer Service customers through the Last Resort Service rates for the applicable 12 month reconciliation period, adjusted by the "Revenue Adjustment," as defined below. The Revenue Adjustment shall increase revenue in the reconciliation if the variable rate billing less fixed rate billing is positive, and the Revenue Adjustment shall decrease revenue in the reconciliation if the variable rate billing less the fixed rate billing is negative. The excess or deficiency ("Last Resort Adjustment Balance") shall be credited to, or recovered from, customers through a 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.

If there is a positive or negative balance in the then current Last Resort 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 Last Resort Adjustment Balance for the new reconciliation period.

Beginning July 1, 2015, for customers leaving Last Resort Service during a pricing period to receive their electric supply from a Non-regulated Power Producer, the Company shall calculate a "Revenue Adjustment" which shall be the difference between the amount customers in the Residential (Retail Delivery Service Rates A-16 and A-60) and Commercial (Retail Delivery Service Rates C-06, G-02, S-05, S-06, S-10, and S-14) Groups were billed for Last Resort Service at the fixed rate as provided for in the Company's Tariff for Last resort Service, R.I.P.U.C. No. 2236, as may be amended from time to time, and the amount they would have been billed at the monthly variable rates underlying the applicable fixed rate. The calculation shall cover the time between the beginning of a pricing period for the fixed rate and the last day the customer received and was billed for Last Resort Service. The amount, including interest calculated at the rate in effect for customer deposits, shall be recovered from or credited to all retail delivery service customers.

**THE NARRAGANSETT ELECTRIC COMPANY**  
**LAST RESORT SERVICE ADJUSTMENT PROVISION**

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

In the Last Resort Administrative Cost Reconciliation, the Company shall reconcile its administrative cost of providing Last Resort Service with its Last Resort 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 credited to, or recovered from, Last Resort Service Customers in the subsequent year's Last resort Service Administrative Cost Factor. The Company may file to change the Last Resort Service Administrative Cost Factor at any time should significant over- or under- recoveries of Last Resort Service administrative costs occur.

For purposes of calculating the Last Resort Service Administrative Cost Factors, which is applicable to customers receiving Last Resort Service, administrative costs associated with arranging Last Resort 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 Last Resort Service;
3. the costs associated with the procurement of Last Resort Service including requests for bids, contract negotiation, and execution and contract administration;
4. the costs associated with notifying Last Resort Service customers of the rates for Last Resort Service and the costs associated with updating rate change in the Company's billing system; and
5. an allowance for Last Resort Service- related uncollectible accounts receivables associated with amounts billed through Last Resort Service rates, the Renewable Energy Standard charge and the Last Resort Service Administrative Cost Factors at the rate approved by the Commission.

The allowance for Last Resort-related uncollectible amounts shall be estimated for purposes of setting the Last Restort Service Administrative Cost Factors for the upcoming year as the approved rate applied to the sum of (1) an estimate of Last Resort Service costs associated with each customer group pursuant to the Last Resort Service and Renewable Energy Standard procurement plans in effect at the time, as approved by the Commission, and (2) any over- or under-recoveries of Last Resort Service from the prior year associated with each customer group. This

**THE NARRAGANSETT ELECTRIC COMPANY  
LAST RESORT SERVICE ADJUSTMENT PROVISION**

amount shall be subject to reconciliation only for actual Last Resort Service revenue billed by the Company over the applicable period.

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

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

1. Applicability

1A The following Terms and Conditions shall apply to every GreenUp Service Supplier authorized to do business within the State of Rhode Island and Providence Plantations, and to every Customer and Distribution Company doing business with said GreenUp Service Supplier.

1B Nothing in these Terms and Conditions shall be construed to affect the Distribution Company's obligations under the Distribution Company's residential rates and Small C&I Rate (C-06), each as revised, amended, supplemented, or supplanted in whole or in part from time to time pursuant to the procedures established in R.I.P.U.C. regulations and Rhode Island law.

1C These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time pursuant to the procedures established in R.I.P.U.C. regulations and Rhode Island law. In the case of a conflict between these Terms and Conditions and any orders or regulations of the R.I.P.U.C., said orders or regulations shall govern. In the event of: (i) a change in Rhode Island law or R.I.P.U.C. regulations that, in the Company's sole judgment, adversely affects the provision of GreenUp Service as set forth in these Terms and Conditions or (ii) in the event that twenty percent (20%), in the aggregate, of the Company's Customers currently taking Distribution Service under the Company's residential rates select an NPP to provide generation service, the Company will institute a review of GreenUp Service with interested parties to evaluate the need for the continuation of GreenUp Service.

1D No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary hereto. Any such modification to these Terms and Conditions or any such promise contrary hereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the R.I.P.U.C., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the R.I.P.U.C.

2. Definitions

Any capitalized term used in these Terms and Conditions and not otherwise defined herein shall have the meaning ascribed to it in the R.I.P.U.C.'s rules and requirements or in the New England Power Pool ("NEPOOL") Generation Information System Operating Rules.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who: (i) obtains Distribution Service at a Customer Delivery Point under the Company’s residential rates or Small C&I Rate (C-06) (ii) is a customer of record of the Company, and (iii) is receiving Last Resort Service from the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Distribution Company” or “Company” shall mean The Narragansett Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“EBT Standards” shall mean the Electronic Business Transactions (“EBT”) Standards found on the Company’s website at [https://www9.nationalgridus.com/narragansett/non\\_html/supplier\\_rieht.pdf](https://www9.nationalgridus.com/narragansett/non_html/supplier_rieht.pdf).

“Effective Date” shall mean the date on which GreenUp Service commences for a given Customer, pursuant to Section 4B below.

“Enrollment period” shall mean, for a particular Customer, the period of time during which a GreenUp Service Supplier may submit an enrollment transaction to a Distribution Company for initiation of GreenUp Service concurrent with the start of the Customer’s next billing cycle.

“Environmental Disclosure Statement” shall mean a statement or label provided by GreenUp Service Supplier to the Customer in compliance with the R.I.P.U.C. Consumer Protection Requirements for NPPs and prepared in accordance with these Terms and Conditions.

“GIS” shall mean the New England Power Pool Generation Information System.

“GreenUp Service” shall mean the program under which GreenUp Service Supplier will sell RECs to Customers who are provided Last Resort Service by the Company and will purchase on the behalf of Customers the number of RECs equal to GreenUp Service Supplier’s billed REC obligation, and the Company will perform the functions necessary to bill and account for the RECs.

“GreenUp Service Supplier” shall mean any entity selling RECs to Customers and purchasing RECs on behalf of Customers in Rhode Island pursuant to these Terms and Conditions.

“Last Resort Service” shall mean the service provided by the Distribution Company pursuant to the Distribution Company’s tariffs, on file with the R.I.P.U.C.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

“Nonregulated Power Producer” or “NPP” shall have the meaning set forth in the Rhode Island General Laws §39-1-2.

“Proper Authorities” shall mean the R.I.P.U.C., the Rhode Island State Energy Office, the Division of Public Utilities and Carriers, and the Attorney General of the State of Rhode Island and Providence Plantations.

“Quarterly Billed Obligation” shall mean the RECs billed to Customers in any given quarter, as adjusted for transmission and distribution losses, using the methodology set forth in Appendix A to these Terms and Conditions.

“REC” shall mean Renewable Energy Certificate, which shall be one one-thousandth (1/1000<sup>th</sup>) of a GIS certificate from a generator that is eligible under the New England region-specific portions of the Green-e Standard for Electricity Products (II. Qualifying Sources of Renewable Generation), as established by the Center for Resource Solutions. The definition of REC does not encompass the Green-e Tradable Renewable Certificate Certification Standard, also established by the Center for Resource Solutions. RECs transferred through the GreenUp Service program represent all of the value, attributes, and credits of the associated unit of energy. Specifically, RECs will not be eligible for inclusion in the GreenUp Service program if the associated emissions credits or emission allowances have been or are scheduled to be sold in a separate market.

“R.I.P.U.C.” shall mean the Rhode Island Public Utilities Commission.

“Terms and Conditions” shall mean these Terms and Conditions for GreenUp Service, applicable to GreenUp Service Suppliers.

“Trading Period” shall have the meaning set for in the GIS Operating Rules.

### 3. Obligations of the Parties

#### 3A Customer

A Customer shall select one GreenUp Service Supplier per account at any given time, or authorize an agent to make the selection for the Customer. The Customer must provide the selected GreenUp Service Supplier with the information necessary to allow the GreenUp Service Supplier to initiate GreenUp Service, in accordance with Section 4B below.

THE NARRAGANSETT ELECTRIC COMPANY  
TERMS AND CONDITIONS FOR GREENUP SERVICE

3B Distribution Company

The Company shall:

- (1) Read meters;
- (2) Submit bills to Customers for the GreenUp Service Supplier's sale of the RECs to the Customer;
- (3) Address billing inquiries for GreenUp Service;
- (4) Account for the RECs billed to each Customer receiving GreenUp Service;
- (5) Process EBTs submitted by GreenUp Service Suppliers and send the necessary EBTs to GreenUp Service Suppliers, in accordance with Section 4 and Section 8 below and the rules and procedures set forth in the EBT Standards;
- (6) Coordinate the accounting of the RECs with GIS;
- (7) Send quarterly activity reports specifying each GreenUp Service Supplier's Quarterly Billed Obligation, deposits of GIS certificates into each GreenUp Service Supplier's account, net balance of RECs in each GreenUp Service Supplier's subaccount, and revenues billed and collected by the Company for each GreenUp Service Supplier, together with any adjustments to those revenues, to GreenUp Service Suppliers prior to the start of the subsequent Trading Period as described in Section 5B below; and
- (8) Send to GreenUp Service Suppliers, on a quarterly basis, the information necessary for GreenUp Service Suppliers to create their Environmental Disclosure Statements.

3C. GreenUp Service Supplier

- (1) GreenUp Service Supplier shall comply with all R.I.P.U.C. and Division of Public Utilities and Carriers requirements relating to NPPs and shall register as an NPP pursuant to the rules, regulations, and prerequisites established by and under the Proper Authorities and Rhode Island law, including, but not limited to, the Rules Applicable to NPPs as promulgated by the State of Rhode Island and

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

Providence Plantations – Division of Public Utilities and Carriers; provided, however, that GreenUp Service Suppliers shall not be required to comply with Rule II, Section A(10) of the Rules Applicable to NPPs unless such GreenUp Service Supplier is engaged in the business of producing, manufacturing, generating, buying, aggregating, marketing, or brokering electricity for sale at wholesale or for retail sale to the general public.

- (2) GreenUp Service Supplier shall be required to execute a standard service agreement (“Service Agreement”) with the Company.
- (3) GreenUp Service Supplier shall be required to complete testing of the transactions included in the EBT Standards prior to the initiation of GreenUp Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the EBT Standards.
- (4) GreenUp Service Supplier shall purchase RECs in quantities sufficient to meet the commitments outlined in Section 5 below for Customers who are purchasing GreenUp Service.
- (5) GreenUp Service Supplier shall deliver RECs to the Company at such times and in such quantities sufficient to meet the commitments outlined in Section 5 below. GreenUp Service Supplier's obligation to deliver RECs in accordance with Section 5 shall not be reduced, cancelled, or otherwise affected by Customer's nonpayment for GreenUp Service; provided, however, that pursuant to Section 4C(1) below of these Terms and Conditions, GreenUp Service Supplier shall have the right to terminate GreenUp Service to a Customer for, among other things, such Customer's nonpayment for GreenUp Service.
- (6) GreenUp Service Supplier shall obtain the Necessary Authorization from each Customer by an approved method prior to initiating GreenUp Service to any Customer. For the purposes of this section, the term “Necessary Authorization” may be evidenced by a customer-signed Letter of Authorization, Third-party Verification, electronic correspondence initiated by Customer to the GreenUp Service Supplier indicating Customer's authorization or the completion by Customer of an electronic authorization form located on the website of GreenUp Service Supplier, or the completion of a toll-free call made by the Customer to an independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's initial oral authorization to select a GreenUp Service Supplier.
  - (i) Letter of Authorization. For the purposes of this section, the term

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

“Letter of Authorization” means an easily separable document, including, but not limited to, the enrollment cards or ballots inserted by the Company in its monthly electric bills to Customers, whose sole purpose is to authorize a GreenUp Service Supplier to initiate GreenUp Service to a Customer. The Letter of Authorization must be signed and dated by the Customer.

- (ii) Third-party Verification. For the purposes of this section, the term

“Third-party Verification” means an appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's oral authorization to select a GreenUp Service Supplier, such authorization to include appropriate verification data, such as the Customer's date of birth and social security number or other voluntarily submitted information; provided, however, any such information or data in the possession of the third party verifier or the marketing company shall not be used, in any instance, for commercial or other marketing purposes, and shall not be sold, delivered, or shared with any other party for such purposes.

- (7) GreenUp Service Supplier shall be solely responsible for responding to Customer questions related to GreenUp Service Supplier's obligations under these Terms and Conditions, the Service Agreement, and any related agreements.
- (8) GreenUp Service Supplier may not require customers to: (i) participate in GreenUp Service for a fixed term or length of time or (ii) purchase a minimum number of RECs as a condition of participating in GreenUp Service, beyond the monthly GreenUp Service purchases by customer during the period the customer is enrolled in GreenUp Service. Upon termination of GreenUp Service by either customer or GreenUp Service Supplier, GreenUp Service Supplier may not assess a termination fee or other penalty to such customer.
- (9) GreenUp Service Supplier may not require Customers receiving GreenUp Service to post deposits with GreenUp Service Supplier or assess Customers any charges, fees, or penalties associated with GreenUp Service beyond the charges for GreenUp Service reflected on the billings by the Company to the Customer for GreenUp Service.
- (10) GreenUp Service Supplier shall provide Environmental Disclosure Statements to Customers in accordance with Section 5E below.

4. GreenUp Service Options; Initiation and Termination of GreenUp Service

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

4A. Options for GreenUp Service

Each GreenUp Service product offered to Customers by GreenUp Service Suppliers shall be based on the following options: (i) RECs corresponding to fixed blocks of energy consumption (“Fixed Block Option”) or (ii) RECs corresponding to percentages of actual energy consumption (“Percentage of Energy Option”). For each GreenUp Service product offered to Customers, the GreenUp Service Supplier shall inform the Company of the percentage of RECs included in that particular GreenUp Service product offering, disaggregated to a level of detail sufficient to determine whether the GreenUp Service Supplier has provided the required Generation Attribute mix corresponding to that product offering.

- (i) **Fixed Block Option** – GreenUp Service Supplier offers Customers products based on blocks of RECs. The size of the individual blocks will be determined by each GreenUp Service Supplier. For this option, the quantity of RECs provided by GreenUp Service Supplier to the Company would be the lesser of: (a) the block amount or (b) the Customer’s billed consumption.
- (ii) **Percentage of Energy Option** – GreenUp Service Supplier offers Customers different prices per kilowatt-hour applied to all billed consumption based on the following options: (a) purchase of RECs equal to twenty-five percent (25%) of billed consumption; (b) purchase of RECs equal to fifty percent (50%) of billed consumption; (c) purchase of RECs equal to seventy-five percent (75%) of billed consumption; or (d) purchase of RECs equal to one-hundred percent (100%) of billed consumption. For any GreenUp Service Supplier product offering based upon this option, the percentage of RECs contained in that product offering shall be no less than twenty-five percent (25%).

4B. Initiation of GreenUp Service

To initiate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit an “enroll customer” transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The GreenUp Service Supplier shall hold the “enroll customer” transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the GreenUp Service Supplier a “successful enrollment” transaction, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall commence on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted the

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

enrollment transaction at least two business days before the meter read date, GreenUp Service shall commence on the date of the Customer's subsequent meter read.

If a second GreenUp Service Supplier submits an "enroll customer" transaction for the same Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

#### 4C. Termination of GreenUp Service

##### (1) Termination Initiated by the GreenUp Service Supplier

To terminate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall be terminated on the date of the customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Distribution Company shall send a "confirm drop date" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service Supplier shall have the right, in its sole discretion, to terminate GreenUp Service to a Customer for any reason pursuant to these Terms and Conditions.

##### (2) Termination Initiated by Customer

To terminate GreenUp Service with a GreenUp Service Supplier, a Customer may inform either the Distribution Company or the GreenUp Service Supplier. If the Customer informs the Distribution Company directly, GreenUp Service to the Customer shall be terminated within two business days. The Distribution Company shall send a "customer drops supplier" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

If the GreenUp Service Supplier informs the Distribution Company of the Customer's desire to terminate GreenUp Service, the GreenUp Service Supplier shall send a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Standards. The Customer's GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read.

(3) Customer Switches GreenUp Service Supplier

In those instances when a Customer who is receiving GreenUp Service from an existing GreenUp Service Supplier initiates GreenUp Service with a new GreenUp Service Supplier, the Distribution Company shall send the existing GreenUp Service Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Standards.

(4) Customer Leaves Last Resort Service

GreenUp Service to a Customer shall be terminated automatically and the Company shall send a "customer drops supplier" transaction when a Customer leaves Last Resort Service for any reason, including but not limited to the following: (i) the Customer selects an NPP to provide Customer's generation service; (ii) the Customer moves out of the Distribution Company's service territory

4D Customer Moves

A Customer participating in GreenUp Service that moves within Distribution Company's service territory shall have the opportunity to notify the Distribution Company that Customer seeks to continue GreenUp Service with Customer's existing GreenUp Service Supplier and shall not be required to re-enroll in GreenUp Service. Upon such notification, the Distribution Company shall send a "customer move" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

4E Other Provisions

Distribution Companies and GreenUp Service Suppliers shall send "change enrollment detail" transactions to change any information included in the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Standards.

If any of the transactions described in these Terms and Conditions are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the GreenUp Service Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Standards.

5. GreenUp Service Supplier Purchase and Delivery Obligations; Reporting; REC Deficiency; Environmental Disclosure Statements

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

5A GreenUp Service Supplier's Delivery of RECs; Accounting

On behalf of each GreenUp Service Supplier, the Company shall establish one or more GIS subaccounts to track and account for the RECs required to be delivered by each GreenUp Service Supplier to the Company. The Company shall calculate the GreenUp Service Supplier's Quarterly Billed Obligation within each subaccount and compare that total to the RECs delivered by each GreenUp Service Supplier to the Company. Delivered RECs shall be deposited into GreenUp Service Supplier's subaccount(s) as directed by the GreenUp Service Supplier. Each GreenUp Service Supplier shall be responsible for providing sufficient RECs to comply with its agreements with its Customers and all applicable regulatory requirements, and, subject to those requirements, shall retain the discretion to provide to the Company greater or fewer quantities of RECs during a given Trading Period than required to meet GreenUp Service Supplier's Quarterly Billed Obligation. By the close of such Trading Period, the Company shall deposit into each GreenUp Service Supplier's subaccount(s) the number of RECs actually delivered by GreenUp Service Supplier to the Company during the Trading Period. The GreenUp Service Supplier's REC deliveries and Quarterly Billed Obligation will be used by GreenUp Service Supplier to develop GreenUp Service Supplier's Environmental Disclosure Statement in accordance with Section 5E below and Appendix A to these Terms and Conditions. The GreenUp Service Supplier shall be solely responsible for assuring that sufficient RECs are delivered to each of its subaccounts to meet its contractual obligations to its Customers.

5B Reporting

The Company shall provide to each GreenUp Service Supplier a report, in electronic form, of activity generated from GreenUp Service Supplier's subaccounts on a quarterly basis, as described in Section 3B(7) above. The subaccount activity report shall be provided prior to the start of each Trading Period and shall include load information pertaining to GreenUp Service Supplier through the prior calendar quarter corresponding to such Trading Period. In providing load information to the GreenUp Service Supplier, the Company shall not be responsible to the GreenUp Service Supplier for any estimating errors associated with the load information nor for any costs, revenue losses, or other losses or damages suffered by GreenUp Service Supplier in connection with such estimating errors.

In addition, the Company will provide quarterly reports of each GreenUp Service Supplier's subaccount activities to the Proper Authorities with a request that the information be treated on a confidential basis under the regulations governing the Proper Authorities. Where possible, the subaccount activity reports for each GreenUp Service Supplier submitted to the Proper Authorities shall be based on aggregate data within each

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

subaccount without identification of the Customers served by specific GreenUp Service Suppliers.

5C     Disqualification in the Event of REC Deficiency

If GreenUp Service Supplier commits a material breach of this Section 5, as determined by a Proper Authority, such GreenUp Service Supplier shall be barred from providing GreenUp Service in the future, the Company shall discontinue the performance of its GreenUp Service obligations to the breaching GreenUp Service Supplier, and the Company will notify the other Proper Authorities of the GreenUp Service Supplier's failure to meet its commitments. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or other losses or damages suffered by the GreenUp Service Supplier as a result of the GreenUp Service Supplier's disqualification or the Company's discontinuance.

5D     Responsibilities for REC Deficiency

The Company shall not be responsible to the Customer or the GreenUp Service Supplier for any deficiency between the GreenUp Service Supplier's REC obligations pursuant to this Section 5 and the quantity of RECs actually delivered by the GreenUp Service Supplier to the Company.

5E     Environmental Disclosure Statements

GreenUp Service Suppliers shall provide Environmental Disclosure Statements to Customers in accordance with the R.I.P.U.C. Consumer Protection Requirements for NPPs and these Terms and Conditions.

6.     Distribution Service Interruption

6A.    Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in its tariffs. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's GreenUp Service Supplier of record upon final billing to the Customer. Upon the discontinuance of Distribution Service to a Customer, the provision of GreenUp Service to the Customer shall also be terminated and a new enrollment transaction shall be required to reinstate GreenUp Service. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or any other losses or damages suffered by the GreenUp Service Supplier as a result of any such disconnection.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

The Customer shall not be subject to disconnection of Distribution Service solely for the nonpayment of GreenUp Service.

7. Metering7A Meter Reading

The Company shall meter each Customer in accordance with the Company's tariff provisions.

7B Ownership of Metering Equipment

Should a Customer or a GreenUp Service Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or GreenUp Service Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and shall be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier for the provision and installation of the meter or communication device upon installation of the meter or communication device.

8. Billing8A. Billing Procedure

The Company shall issue a single bill for electric service and GreenUp Service to each Customer receiving GreenUp Service.

The Company shall use the pricing options and rates supplied by the GreenUp Service Supplier to calculate the GreenUp Service Supplier's portion of Customer bills, and integrate the billing relating to the GreenUp Service Supplier with the Company's own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

Gross earnings tax and sales tax shall be computed, billed, treated, and paid in accordance with the Company's Terms and Conditions for NPPs.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. Customer revenue due to the GreenUp Service Supplier shall be transferred to the GreenUp Service Supplier in accordance with the Service Agreement entered into between the GreenUp Service Supplier and the Company.

A Customer's payment shall be allocated between the Distribution Company and the GreenUp Service Supplier in the following manner: 1) Company arrears; 2) GreenUp Service Supplier arrears; 3) Company current bill; and 4) GreenUp Service Supplier current bill.

No interest will accrue on Customer arrears associated with GreenUp Service.

8B. Summary Billing

The Company has offered certain of the Company's Customers with multiple electric service accounts a Summary Billing option. Customers who have previously elected this option will have GreenUp Service charges included in their summary bill.

9. Fees

As approved by the R.I.P.U.C., the Company shall charge GreenUp Service Suppliers for the Company's reasonable administrative costs to administer GreenUp Service, which shall include, but not be limited to:

- (a) Incremental postage for separate mailing of marketing information about GreenUp Service, if applicable;
- (b) Reasonable administrative costs for tracking the GreenUp Service Supplier's REC obligations to Customers and GreenUp Service Supplier's delivery of RECs to the Company;
- (c) Reasonable administrative costs for developing the information and billing systems necessary to implement GreenUp Service; and
- (d) Reasonable administrative costs to provide environmental disclosure information to GreenUp Service Suppliers as determined by GIS and NEPOOL.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

Any billing charges for such reasonable administrative costs that are owed by the GreenUp Service Supplier to the Company, which are included in Appendix B, shall be billed to the GreenUp Service Supplier directly. The Company will provide estimates and details for said charges to the GreenUp Service Supplier prior to the commencement of GreenUp Service to a Customer by a GreenUp Service Supplier.

10. Liability and Indemnification

The Company and the GreenUp Service Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties (including, but not limited to, the GreenUp Service Supplier's Customers and the Proper Authorities) arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements. The Company and the GreenUp Service Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

The implementation of GreenUp Service and the measurement of compliance of GreenUp Service Supplier's commitments to Customers are achieved through the GIS and the Environmental Disclosure Statement, consistent with the R.I.P.U.C. Consumer Protection Requirements for Nonregulated Power Producers and these Terms and Conditions. The following provisions set forth the protocol for: (1) calculating each GreenUp Service Supplier's Quarterly Billed Obligation for each of its GreenUp Service product offerings and accounting for REC deposits into the GreenUp Service Supplier's subaccount(s); (2) determining the Company's environmental attributes for Last Resort Service in order for GreenUp Service Suppliers to create their Environmental Disclosure Statements; and (3) the development of Environmental Disclosure Statements by GreenUp Service Suppliers for each of the GreenUp Service Supplier's product offerings.

**1. Accounting for GreenUp Service Supplier's Quarterly Billed Obligation and REC Deposits into GreenUp Service Supplier's Subaccount**

The accounting process begins with the determination of the GreenUp Service Supplier's sales of RECs at retail to its Customers. The Company will develop a separate product identification and subaccount for each product offering developed by each GreenUp Service Supplier, with a separate subaccount for Customers served under Last Resort Service. The Company will provide at the end of each quarter a report to the GreenUp Service Supplier that includes the following information calculated on a current quarter and trailing four quarters basis for each such product offering made by the GreenUp Service Supplier:

- (a) The kilowatthours delivered to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses;
- (b) The RECs billed to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses (the latter figure is the GreenUp Service Supplier's Quarterly Billed Obligation, which is the quantity of RECs that the GreenUp Service Supplier must deposit into the subaccount to meet the sales included in the subaccount);
- (c) The RECs deposited by the GreenUp Service Supplier in the subaccount; and

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

(d) Any excess or deficiency in the subaccount at the time of the report.

**2. Determining the Company's Environmental Attributes for Last Resort Service for GreenUp Service Supplier's Preparation of Environmental Disclosure Statements**

In order to implement GreenUp Service in a meaningful fashion, the Company has developed a methodology to determine the environmental attributes of its Last Resort Service, which, in turn will be used in the creation of GreenUp Service Suppliers' Environmental Disclosure Statements. This new methodology uses the GIS reporting system and assures the accuracy of the GreenUp Service Supplier's environmental disclosures. The methodology, which the Company will implement on the effective date of the Terms and Conditions, is as follows:

- (a) The Company's total kilowatthours as a load serving entity, will be reported to it by the ISO and will be adjusted for transmission and distribution losses and included in a single main account. The certificates provided by the Company's wholesale suppliers of Last Resort Service or purchased by the Company will be deposited into the main account;
- (b) The GIS administrator assigns residual certificates to balance obligations and certificates in each of the subaccounts; and
- (c) The Company then calculates the environmental attributes for its Last Resort Service based on the GIS certificates in the balanced subaccount.

**3. Developing the GreenUp Suppliers' Environmental Disclosure Statements**

Under the Terms and Conditions, the GreenUp Service Supplier is obligated to prepare and mail Environmental Disclosure Statements to Customers taking GreenUp Service. This section sets forth the process for creating the GreenUp Service Supplier's Environmental Disclosure Statements. The process is as follows:

- (a) Subaccounts are established, as described in Section 1, for each of the GreenUp Service Supplier's product offerings provided to the Company's Last Resort Service customers and under Section 2(a), for the Last Resort Service provided by the

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

- Company. In each quarter, the kilowatthours delivered to the GreenUp Service Supplier's Customers as adjusted for transmission and distribution losses are recorded as an obligation in the GreenUp Service Supplier's subaccount and are excluded from the Company's Last Resort Service subaccount. Similarly, the kilowatthours delivered to all other customers who supplied Last Resort Service by the Company, but not taking GreenUp Service, are included in the Company's Last Resort Service subaccounts. The sum of the subaccounts for Last Resort Service, adjusted for transmission and distribution losses should equal 100 percent of the obligations associated with Last Resort Service;
- (b) The GIS Certificates provided by the GreenUp Service Supplier are deposited in the GreenUp Service Supplier's subaccounts as designated by that GreenUp Service Supplier;
  - (c) The Company allocates the GIS certificates provided by its Last Resort Service wholesale suppliers to the Last Resort Service subaccounts based on the percentage of obligations not otherwise met through Section 3(b) in each subaccount to total Last Resort Service obligations;
  - (d) The GIS Administrator allocates Residual Certificates to balance the obligations and certificates in each subaccount;
  - (e) Each GreenUp Service Supplier calculates the Environmental Disclosure in each subaccount for the quarter using the data generated by the process set forth above. The GreenUp Service Supplier then prepares the Environmental Disclosure Statement in accordance with the R.I.P.U.C. Consumer Protection Requirements for Nonregulated Power Producers and these Terms and Conditions.

**4. Other Requirements**

In addition, GreenUp Service Supplier shall meet the following requirements:

- (a) GreenUp Service Supplier shall be subject to the same rules and regulations as a Nonregulated Power Producer and will be directly responsible to all Customers to whom it provides GreenUp Service. The Company shall have no obligation to provide Environmental

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

Disclosure Statements or information disclosures to any Customers, whether or not such Customers take GreenUp Service.

- (b) GreenUp Service Supplier shall prepare the Environmental Disclosure Statement in accordance with and using the information developed through the process described above. The Company will provide the GreenUp Service Supplier price information for Last Resort Service for the purposes of preparing the GreenUp Service Supplier's Environmental Disclosure Statement.
- (c) GreenUp Service Supplier shall comply with the rules and regulations of the Proper Authorities.
- (d) GreenUp Service Supplier will include its toll free number for customer service and complaints on the Environmental Disclosure Statement.
- (e) GreenUp Service Supplier shall develop the Environmental Disclosure Statement using the processes described in Sections 2 and 3 of this Appendix A. The reporting period shall be the most recent one year period. For its first year of operation, the GreenUp Service Supplier shall rely on a reasonable estimate of its resource portfolio (determined by projected deposits of GIS certificates in the GreenUp Service Supplier's subaccount) for the first three months of its operation, and thereafter, shall rely on the historic information that is available for the portion of the year that the GreenUp Service Supplier has operated to produce the Environmental Disclosure Statement. GIS shall be the exclusive method for determining GreenUp Service Supplier's portfolio for the Environmental Disclosure Statement, and known resources, system power, imports, and energy storage facilities shall apply to the Environmental Disclosure Statement only to the extent that these resources are reflected in the GIS.
- (f) GreenUp Service Supplier may disaggregate its resource portfolio into separate products using the subaccount methodology set forth in this Protocol.
- (g) GreenUp Service Supplier shall file an annual report with the R.I.P.U.C. for the GreenUp Service it provides to Customers.

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS  
AND PREPARING GREENUP SERVICE SUPPLIER ENVIRONMENTAL  
DISCLOSURE STATEMENTS

- (h) GreenUp Service Supplier shall be responsible for developing the fuel source characteristics used in the Environmental Disclosure Statements for GreenUp Service. GreenUp Service Suppliers will use GIS and this Appendix to determine the fuel source characteristics of its resource portfolios.
- (i) GreenUp Service Supplier shall be responsible for developing the emissions characteristics used in the Environmental Disclosure Statements for GreenUp Service. GreenUp Service Suppliers will use GIS and this Appendix to determine the emissions characteristics of its resource portfolios. GIS shall be the exclusive source of emission data used in the development of the Environmental Disclosure Statements by GreenUp Service Suppliers.
- (j) GreenUp Service Supplier shall be responsible for sending an Environmental Disclosure Statement to its new GreenUp Service Customers prior to the initiation of service and for sending the quarterly Environmental Disclosure Statements to Customers. In addition, the GreenUp Service Supplier shall provide Environmental Disclosure Statements to Customers or Proper Authorities upon request.

## THE NARRAGANSETT ELECTRIC COMPANY

## TERMS AND CONDITIONS FOR GREENUP SERVICE

## APPENDIX B

## SHEDULE OF FEES AND CHARGES

The following fees shall be a part of the Terms and Conditions for GreenUp Service of Narragansett Electric Company (the “Company”).

Pursuant to the Terms and Conditions for GreenUp Service, the Company may assess the following charges to GreenUp Service Suppliers requesting such additional services relating to the provision of GreenUp Service:

I. Marketing Design and Production Service Charge

The Company may assess a Marketing Design and Production Service Charge for the design of initial marketing materials on behalf of one or more than one GreenUp Service Supplier, including text and logos, approval of the postcard by the U.S. Postal Service, pre-press and printing production. The Marketing Design and Production Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Marketing Design and Production Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

II. Insert Printing Service Charge

The Company may assess an Insert Printing Service Charge for the printing and insertion of a bill insert in its bills issued during a billing month, on behalf of one or more than one GreenUp Service Supplier. The Insert Printing Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Insert Printing Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

III. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX B

SCHEDULE OF FEES AND CHARGES

location, on behalf of one or more than one GreenUp Service Supplier. The Shipping Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

The rates for Retail Delivery Service contained in all of the Company's rate classes except for the Low Income Rate A-60 ("Rate A-60") are subject to adjustment to reflect a Low Income Discount Recovery Factor ("LIDRF") to recover the cost of bill discounts provided to customers receiving Retail Delivery Service on Rate A-60. In addition, the rates for Retail Delivery Service contained in all of the Company's rate classes are subject to adjustment to reflect an Arrearage Management Adjustment Factor ("AMAF") to recover the cost associated with the operation of the Arrearage Management Program ("AMP"). For billing purposes, the LIDRF and the AMAF shall be included with the distribution kilowatt-hour ("kWh") charge on customers' bills.

**LOW INCOME BILL DISCOUNTS**

On an annual basis, the Company shall estimate the discount to be provided to Rate A-60 customers. The estimated discount will be twenty five (25) percent of the forecasted Rate A-60 monthly billing units multiplied by the Rate A-60 customer charge and the sum of the Retail Delivery Service and semi-annual Last Resort Service energy rates in effect during the period. For those customers who are receiving benefits through Medicaid, General Public Assistance, and/or the Rhode Island Works Program (formerly known as Family Independence Program) or successor programs, the estimated discount will be thirty (30) percent of the forecasted Rate A-60 monthly billing units multiplied by the Rate A-60 customer charge and the sum of the Retail Delivery Service and semi-annual Last Resort Service energy rates in effect during the period. This estimate of the discount shall be used to determine the amount to be reflected in Retail Delivery Service rates on a prospective basis. The amount shall be divided by the estimated kilowatt-hours to be delivered by the Company to all customers excluding customers on Rate A-60. Such per kWh charge is referred to as the LIDRF.

The revenue billed through the LIDRF shall be subject to reconciliation against the actual bill discounts provided during the twelve month reconciliation period for which the LIDRF is in effect, and any over- or under-recovery of the actual discount provided shall be reflected in a subsequent LIDRF.

For purposes of the above reconciliation, the Company shall accumulate the actual discounts provided to Rate A-60 customers and the revenue billed through the LIDRF and shall accrue interest on the difference between these amounts at the interest rate paid on customer deposits on a monthly basis.

Should any balance remain subsequent to the recovery of the over- or under-recovery balance as described above, the Company shall reflect, as an adjustment in the then-current reconciliation period, the amount of the remaining balance.

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION**ARREARAGE MANAGEMENT PROGRAM**

In accordance with R.I. Gen. Laws § 39-2-1(d)(2), commencing on September 1, 2016, the Company shall implement an AMP pursuant to this tariff provision.

**I. Program Eligibility**

In order to be considered eligible for enrollment in the AMP, a customer who has been terminated from electric service or is recognized, pursuant to a rule or decision by the Division of Public Utilities and Carriers, as being scheduled for actual shut-off of service on a specific date, shall meet all of the following criteria:

- The applicant must be the customer of record, although the customer of record may authorize someone else to communicate with the Company to help enroll the customer of record in the AMP;
- The applicant must be eligible for the federal low-income home energy assistance program (“LIHEAP”);
- The account must be receiving retail delivery service on Rate A-60;
- The customer’s account must have a minimum balance of \$300.00 that is more than 60 days past due;
- If service to the account has been terminated, the customer must make an initial payment of 25% of the total unpaid balance (current and past due), unless otherwise directed by the Public Utilities Commission (“PUC”) as a result of an emergency regulation;
- The customer must agree to a payment plan, as further described in Section III;
- The customer must agree to remain current with payments. “Remaining current” means that the customer:
  - 1) misses no more than two (2) payments in the 12-month term of the payment plan; and
  - 2) pays the amount due under the payment plan in full by the conclusion of the payment plan’s 12-month term;
- The customer must agree to participate in the Company’s Energy Efficiency programs; and
- The customer must apply for other available energy assistance programs, such as fuel assistance and weatherization.

**II. Enrollment**

To participate, the customer must affirmatively apply to participate in the AMP.

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

The Company shall administer the AMP enrollment process in compliance with the eligibility qualifications outlined in Section I. By applying to participate in the AMP, the customer agrees to comply with the terms of the AMP, including the customer's specific payment plan. After a customer has applied to the AMP, the Company shall determine whether the customer has met all of the AMP eligibility criteria set forth in Section I, based on the Company's records. The Company will coordinate with the Community Action Program ("CAP") agencies to validate customer eligibility when appropriate.

III. Payment Plan

AMP participants shall enroll in a 12-month payment plan, paid in equal monthly installments, that will cover new charges based upon their current estimated annual usage ("Payment Plan").

The current component of the Payment Plan shall be based on the customer's average monthly usage for the previous year less the customer's actual or anticipated fuel assistance commitments, and shall be converted to a fixed monthly payment.

IV. Arrears Forgiveness

AMP participants will be eligible for forgiveness of their account balance that is past due at the time of the first bill under their Payment Plan, up to an annual maximum of \$1,500. With each payment under the Payment Plan, a portion of the participant's outstanding past due account balance as described above is forgiven in an amount equal to the total past due account balance or \$1,500, whichever is less, divided by 12; provided, however, that the annual arrearage forgiveness amount shall not exceed \$1,500.

If an AMP participant's past due account balance at the time their Payment Plan takes effect exceeds \$1,500, the AMP participant may request an extension of the Payment Plan beyond the initial 12-month term to establish a new Payment Plan to accommodate the additional account balance in excess of \$1,500. To be eligible for an extension, the AMP participant must be current with their Payment Plan at the conclusion of the initial 12-month term. Such AMP participant's Payment Plan will be extended upon the AMP participant's timely request for an extension.

V. Payment Plan Review

Customers applying to participate in the AMP will be advised that the amount of their required monthly payment under their Payment Plan may change over the lifetime of the Payment Plan.

The Company shall review the Payment Plans of active AMP participants every three months and may adjust the installment payments based on the following:

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

- A fuel assistance commitment is made subsequent to enrollment;
- There is a change in fuel assistance, such as a change in the amount, from what was understood at enrollment;
- The customer moves to a new address with a different average monthly usage for the previous year;
- Actual usage patterns differ from what was estimated as annual usage at enrollment; or
- There is a significant change in the Company's rates from what was anticipated at enrollment.

VI. Default

The Company shall consider the AMP participant's billing account in default if either of the following occurs:

- The AMP participant misses more than two (2) payments in the 12-month Payment Plan term; or
- If the amount due under the Payment Plan is not paid in full by the conclusion of the 12-month Payment Plan term.

Upon default, the Company shall terminate an AMP participant from the AMP and the customer's unpaid balance will be due and payable in full. However, any arrearage forgiven under the AMP prior to termination of participation in the AMP will remain forgiven.

Customers shall have the option to opt out of continued participation in the AMP at any time, with the understanding that any unpaid balance will be due and payable in full. Customers who voluntarily opt out of the AMP will receive the same treatment as those customers who default on their Payment Plans under the AMP, as set forth in Section X (Subsequent Eligibility).

VII. Termination

In addition to termination upon default, a customer's participation in the AMP shall terminate if the AMP participant moves outside of the Company's service territory.

If a customer is terminated from AMP participation, the customer's unpaid balance will be due and payable in full. However, any arrearage forgiven under the AMP prior to termination of participation in the AMP will remain forgiven.

VIII. Collection Activity

AMP participants shall not be subject to the Company's normal collections activities while actively participating in the AMP. The Company shall resume normal collections activities if an AMP participant defaults while participating in the AMP or terminates the AMP.

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

## IX. AMP Billing and Active Plan Noticing

The Company shall remove the amount of an AMP participant's arrears balance up to \$1,500 from the "current amount due" field on certain views of AMP participant accounts in the Company's billing system. However, the arrears balance up to \$1,500 shall remain on the customer's bill.

Customers who are enrolled in the AMP will receive an AMP "Enrollment Letter" outlining the terms and conditions of their participation in the AMP.

Customers in danger of defaulting from the AMP will receive a default letter advising them of the need to make all required payments or risk default, termination from the AMP, and a return to the Company's normal collections activities.

## X. Subsequent Eligibility

A customer is eligible for subsequent enrollment in the AMP provided two years have passed since either (a) the date of the customer's successful completion of the AMP, or (b) the date on which the customer's participation in the AMP was terminated as a result of default or because the customer voluntarily opted out of the AMP, so long as a CAP agency has provided a recommendation to allow eligibility notwithstanding the customer's default or voluntary opt out of the AMP. The Company shall review requests for re-enrollment on a case-by-case basis to determine that the foregoing criteria are met.

## XI. Reporting Metrics

The Company shall report monthly and annually the metrics below to allow for the evaluation of the effectiveness of the AMP. The monthly and annual reports shall be submitted to the PUC in Docket No. 4290.

- Number of customers enrolled in the program at the end of the reporting period;
- Number of customers added to the program during the reporting period;
- Number of customers terminated from the program (by choice or default) during the reporting period;
- Number of customers who successfully completed the program during the reporting period;
- Total customer payments during the reporting period;
- Total amount to be forgiven for all participating customers at the end of the reporting period;
- Average amount to be forgiven for all participating customers at the end of the reporting period;
- Total amount to be paid under a payment plan for all participating customers at the end of the reporting period;

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

- Average arrears balance not yet forgiven of all participating customers at the end of the reporting period;
- Average arrears balance as a percentage of the total balance due for all participating customers at the end of the reporting period;
- Total amount of arrears outstanding for all participants at the end of the reporting period;
- Total amount of forgiveness credits (allowances) given during the reporting period;
- Number of forgiveness credits (allowances) given during the reporting period;
- Average amount of forgiveness credits (allowances) given during the reporting period;
- Number of participants receiving LIHEAP at the end of the reporting period;
- Percentage of participants receiving LIHEAP at the end of the reporting period; and
- Total LIHEAP payments received during the reporting period.

The Company shall also provide a schedule with the number of customers enrolled in the AMP, by month, together with the number of defaults and program terminations.

**XII. AMP Cost Recovery**

The rates for Retail Delivery Service contained in all the rates of the Company are subject to adjustment to reflect the AMAF designed to recover incremental costs incurred associated with the AMP. Incremental costs include the amount of arrearage forgiven. The recovery of the arrearage amounts forgiven by the Company through the AMP is dependent on the following criteria:

- i. If a customer does not satisfy the conditions of R.I. Gen. Laws § 39-2-1(d)(2), the amount of arrearage forgiven by the Company to that point shall remain forgiven and be written off by the Company. However, the amount of arrearage forgiven by the Company is recoverable in full.
- ii. If a customer does satisfy the conditions of R.I. Gen. Laws § 39-2-1(d)(2), all arrearage amounts forgiven will be treated as bad debt. At the end of each calendar year, the Company will perform a test to determine if the amount of bad debt for the year exceeds the adjusted allowable bad debt from the Company's most recent general rate case. This adjusted allowable bad debt will be calculated using the distribution uncollectible amount determined in the last general rate case, updated for the current calendar year Last Resort Service, transmission, Renewable Energy Growth, Long Term Contracting for Renewable Energy Recovery, and energy efficiency-related bad debt. Should the actual amount of bad debt incurred by the Company for the year exceed this adjusted allowable bad debt amount, the Company will be entitled to recover, in the following year, all amounts of arrearage forgiven under R.I. Gen. Laws § 39-2-1(d)(2)(xiv) in the prior year in excess of the allowable bad debt. If, however, the amount of the arrearage forgiven under § 39-2-1(d)(2)(xiv) in excess of the adjusted allowable bad debt for a given year is not significant enough to calculate an annual reconciling factor for that year, the

THE NARRAGANSETT ELECTRIC COMPANY  
RESIDENTIAL ASSISTANCE PROVISION

Company may reflect such amount in its next Revenue Decoupling Mechanism reconciliation filing.

The AMAF shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours to be delivered by the Company to its retail delivery customers over a 12-month period. Should any balance remain outstanding subsequent to the recovery of costs associated with the AMP as described above, the Company shall reflect this balance as an adjustment in the subsequent period's AMP recovery.

**ADJUSTMENT TO RATES**

Adjustments to rates pursuant to the Residential Assistance Provision are subject to review and approval by the PUC. Modifications to the factors contained in this Provision shall be made in accordance with a notice filed with the PUC pursuant to R.I. Gen. Laws § 39-3-11(a) setting forth the amount(s) of the revised factor(s) and the amount(s) of the increase(s) or decrease(s). The notice shall further specify the effective date of such charges.

**THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE**

**I. Applicability**

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:
  - 1) no less than 42.5 percent of the total energy input of natural gas and oil to the facility in any calendar year; or
  - 2) 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. Terms and Conditions**

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.

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

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.

1. The qualifying facility shall furnish and install the necessary meter socket and wiring in accordance with the Company's Standards for Connecting Distributed Generation.
2. 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.
3. The qualifying facility's equipment must be compatible with the character of service supplied by the Company at the qualifying facility's location.
4. The qualifying facility shall be required to install metering pursuant to the requirements contained in the Company's Standards for Connecting Distributed Generation.
5. 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.
6. 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.
7. 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

**THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE**

paragraph shall relieve the Company from liability for damage or injury caused by its own fault or neglect.

8. 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 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.
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 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. Rates for Purchases**

#### **Rates for Qualifying Facilities**

For qualifying facilities not eligible for net metering under the Company’s Net Metering Provision, RIPUC No. 2207, as amended and superseded from time to time, the Company will pay the following rates:

1. 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 Last Resort 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

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

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:

1. 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 or Rate G-32 rate;
2. for qualifying facilities serving non-profit affordable housing, Residential Rate A-16 will apply;
3. 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 Rate G-32 rate;
4. for qualifying facilities with generating capacity of at least 200kW, Rate G-32 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.

THE NARRAGANSETT ELECTRIC COMPANY  
QUALIFYING FACILITIES POWER PURCHASE RATE

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 Qualifying Facilities Power Purchase Rate Tariff 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 Qualifying Facilities Power Purchase Rate Tariff, the Company’s Standards for Connecting Distributed Generation, 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 Qualifying Facilities Power Purchase Rate Tariff.

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

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION**I. Definitions**

“**Commission**” shall mean the Rhode Island Public Utilities Commission.

“**Community Remote Net Metering System**” shall mean an Eligible Net Metering System that allocates Net Metering Credits to an Eligible Credit Recipient pursuant to this Tariff. The Community Remote Net Metering System may be owned by either the same entity that is the customer of record on the Net Metered Account or a Third Party.

“**Company**” shall mean The Narragansett Electric Company d/b/a National Grid.

“**Eligible Credit Recipient**” means one of the following whose electric service account or accounts may receive Net Metering Credits from a Community Remote Net Metering System:

- (a) Residential Credit Recipient means a residential account in good standing.
- (b) Low or Moderate-Income Housing Eligible Credit Recipient means an electric service account or accounts in good standing associated with any housing development or developments owned and operated by a public agency, nonprofit organization, limited equity housing cooperative, or private developer, that receives assistance under any federal, state, or municipal government program to assist the construction or rehabilitation of housing affordable to low or moderate-income households, as defined in the applicable federal or state statute, or local ordinance, encumbered by a deed restriction or other covenant recorded in the land records of the municipality in which the housing is located, that:
  - (1) Restricts occupancy of no less than fifty percent (50%) of the housing to households with a gross annual income that does not exceed eighty percent (80%) of the area median income, as defined annually by the United States Department of Housing and Urban Development (“HUD”);
  - (2) Restricts the monthly rent, including a utility allowance, that may be charged to residents, to an amount that does not exceed thirty percent (30%) of the gross monthly income of a household earning eighty percent (80%) of the area median income, as defined annually by HUD; or
  - (3) Has an original term of not less than thirty (30) years from initial occupancy. Electric service account or accounts in good standing associated with housing developments that are under common ownership or control may be considered a single low or moderate-income housing Eligible Credit Recipient. The value of the credits shall be used to provide benefits to tenants.

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

The Net Metering Customer must submit documentation in the form of a letter from Rhode Island Housing certifying that each Low or Moderate-Income Housing Eligible Credit Recipient meets the eligibility criteria specified in this section.

**“Educational Institutions”** shall mean public and private schools at the primary, secondary and post-secondary levels.

**“Eligible Net Metering Resource”** shall mean eligible renewable energy resource, as defined in R.I. Gen. Laws § 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 Net Metering Customer’s usage at the Eligible Net Metering System Site measured by the three-year average annual consumption of energy over the previous three years at the Net Metered Account(s) located at the Eligible Net Metering System Site. A projected annual consumption of energy may be used until the actual three-year average annual consumption of energy over the previous three years at the Net Metered 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 may be owned by the same entity that is the customer of record on the Net Metered Accounts or may be owned by a Third Party that is not the Net Metering Customer or the customer of record on the Net Metered Accounts and which may offer a Third-Party Net Metering Financing Arrangement or Net Metering Financing Arrangement, as applicable. Notwithstanding any other provisions of this Tariff, any Eligible Net Metering Resource: (i) owned by a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-municipal Collaborative, (ii) owned and operated by a renewable generation developer on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-municipal Collaborative through a Net Metering Financing Arrangement or (iii) that is a Community Remote Net Metering System, shall be treated as an Eligible Net Metering System, and all delivery service accounts designated by the Public Entity, Educational Institution, Hospital, Nonprofit, Multi-Municipal Collaborative, or Net Metering Customer for a Community Remote Net Metering System for net metering shall be treated as accounts 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 Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement, or a Community Remote Net Metered System, 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

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Metering System. All energy generated from any Eligible Net Metering System is and will be considered consumed at the meter where the Eligible Net Metering System is interconnected for valuation purposes. Except for an Eligible Net Metering System owned by or operated on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement, or a Community Remote Net Metering System, 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 production of electrical energy beyond one hundred percent (100%) and no greater than one hundred twenty-five percent (125%) of the Net Metering Customer's own consumption at the Eligible Net Metering System Site or the aggregate consumption of the Net Metered Accounts 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 Last Resort Service kilowatt-hour (kWh) charge for the rate class and time-of-use billing period, if applicable, that is applicable to the Net Metering Customer for the Eligible Net Metering System. 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 R.I. Gen. Laws § 44-27-2, except that all buildings associated with the Farm shall be eligible for 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.

**“Hospital”** shall mean and shall be defined and established as set forth in Chapter 17 of Title 23 of Rhode Island General Laws.

**“ISO-NE”** shall mean the Independent System Operator New England, Inc. established in accordance with the NEPOOL Agreement and applicable Federal Energy Regulatory Commission approvals, which is responsible for managing the bulk power generation and transmission systems in New England.

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

**“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 Net Metering Financing Arrangement.

**“Municipality”** shall mean any Rhode Island town or city, including any agency or instrumentality thereof, with the powers set forth in Title 45 of Rhode Island General Laws.

**“NEPOOL”** shall mean New England Power Pool.

**“Net Metered Accounts”** shall mean one or more electric delivery service 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 the electric delivery service account(s) associated with an Eligible Net Metering System that is: (i) owned by a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative or (ii) owned and operated by a renewable generation developer on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement; or (iii) a Community Remote Net Metering System, provided that the Net Metering Customer has submitted Schedule B (attached) with the individual billing account information for each Net Metered Account. Should there be a change to any of the information contained in Schedule B, the Net Metering Customer is responsible for submitting a revised Schedule B in order for the Company to determine eligibility for the accounts 30 business days prior to making any such change.

**“Net Metering”** shall mean using electrical energy generated by an Eligible Net Metering System for the purpose of self-supplying electrical energy and power at the Eligible Net Metering System Site or, with respect to a Community Remote Net Metering System or a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative system, for the purpose of generating Net Metering Credits to be applied to the electric bills of the Net Metered Accounts of the Net Metering Customer.

**“Net Metering Credits”** shall mean the combination of Renewable Net Metering Credits and Excess Renewable Net Metering Credits, if Excess Renewable Net Metering Credits are produced.

**“Net Metering Customer”** shall mean an electric delivery service customer of record for the Eligible Net Metering System.

**“Nonprofit”** shall mean a nonprofit corporation as defined and established through Chapter 6 of Title 7 of Rhode Island General Laws, and shall include religious organizations that are tax exempt pursuant to 26 U.S.C. §501(d).

**“Person”** shall mean an individual, firm, corporation, association, partnership, farm, town or city

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

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.

**“Public Entity”** means the federal government, State of Rhode Island, Municipalities, wastewater treatment facilities, public transit agencies or any water distributing plant or system employed for the distribution of water to the consuming public within the State of Rhode Island, including the water supply board of the City of Providence.

**“Net Metering Financing Arrangement”** shall mean arrangements entered into by a Public Entity, Educational Institution, Hospital, Nonprofit, 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 Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative, where: (i) the Eligible Net Metering Resource is located on property owned or controlled by the Public Entity, Educational Institution, Hospital, or one of the Municipalities, as applicable, and (ii) the production from the Eligible Net Metering Resource and primary compensation paid by the Public Entity, Educational Institution, Hospital, Nonprofit, 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.

**“Renewable Net Metering Credit”** shall mean a credit that applies up to one hundred percent (100%) of a Net Metering Customer’s consumption at the Eligible Net Metering System Site or the aggregate consumption of the Net Metered Accounts over the applicable billing period. This credit shall be equal to the total kilowatt-hours of electrical energy generated up to the amount consumed on-site by the Net Metering Customer or the Net Metered Accounts during the billing period multiplied by the sum of the:

- (i) Last Resort Service kilowatt-hour charge for the rate class applicable to the Net Metering Customer, not including the Renewable Energy Standard charge;
- (ii) Distribution kilowatt-hour charge;
- (iii) Transmission kilowatt-hour charge; and
- (iv) Transition kilowatt-hour charge.

Notwithstanding the foregoing, except for systems that have requested an interconnection study for which payment has been received by the Company by December 31, 2018, or if an interconnection study is not required, a completed and paid interconnection application has been received by the Company by December 31, 2018, commencing January 1, 2050, the Renewable Net Metering Credit for all remote Public Entity and Multi-Municipal Collaborative Net

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Metering systems shall not include the distribution kilowatt-hour charge.

“**Third Party**” means and includes any person or entity other than the Net Metering Customer who owns or operates the Eligible Net Metering System for the benefit of the Net Metering Customer.

“**Third Party Net Metering Financing Arrangement**” means the financing of Eligible Net Metering Systems through lease arrangements or power/credit purchase agreements between a Third Party and a Net Metering Customer, except for those entities under a Net Metering Financing Arrangement. A Third Party engaged in providing financing arrangements related to such Eligible Net Metering Systems with a public or private entity is not a public utility as defined in R.I. Gen. Laws § 39-1-2.

## II. Terms and Conditions

The following policies regarding Net Metering of electricity from Eligible Net Metering Systems and regarding any Person or entity that is a Net Metering Customer shall apply:

- (1) The maximum allowable capacity for Eligible Net Metering Systems, based on name plate capacity, is 10MW.
- (2) Through December 31, 2018, the maximum aggregate amount of Community Remote Net Metering Systems built shall be thirty megawatts (30 MW). Any of the unused MW amount after December 31, 2018 shall remain available to Community Remote Net Metering Systems until the 30 MW aggregate amount is interconnected. After December 31, 2018, the Commission may expand or modify the aggregate amount after a public hearing upon petition by the OER. The Commission shall determine, within six (6) months of such petition being docketed by the Commission, whether the benefits of the proposed expansion exceed the cost. This 30 MW aggregate amount shall not apply to any Net Metering Financing Arrangement involving Public Entity facilities, Multi-Municipal Collaborative facilities, Educational Institutions, the federal government, Hospitals, or Nonprofits.
  - (i) Net Metering Customers with a Community Remote Net Metering System must obtain an allocation of capacity under the cap set forth in Section II.(2) above. Customers applying for such capacity must provide or show proof of the following: a) a completed Impact Study for Renewable Distributed Generation or a valid fully executed interconnection service agreement; b) site control for the location of the Eligible Net Metering System; and c) a performance deposit as set forth in section (iii) below. If an application meets these requirements, until the capacity limit has been reached, the Community Remote Net Metering System will be provided a cap allocation that will be valid for 24 months from the date of issuance, except as provided in sections 2(v) and 2(vi), below. Projects that apply

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

for a capacity allocation after the MW of applications approved has reached the cap will be kept on a waiting list in the order of complete application with the exception of the performance deposit, which will not be required for the waiting list, but must be paid within five business days from time of notification that capacity becomes available for a project. Applicants that fail to pay the performance deposit within this time frame shall lose their spot on the waiting list.

(ii) If a Community Remote Net Metering System with a cap allocation (a) is not commercially operational or (b) has not met the credit allocation requirements under Section II.(7) below on or before the date that is 24 months from the issuance of the cap allocation (“Cap Expiration Date”), the capacity allocation for the Community Remote Net Metering System will be cancelled, and that capacity will be made available to other applicants, except as provided in sections 2(v) and 2(vi), below. Once cancelled, a customer may apply for a cap allocation again with payment of another performance deposit.

(iii) Customers seeking a Community Remote Net Metering System cap allocation under item (i) above will be required to submit a performance deposit equal to \$25.00 multiplied by the expected annual megawatt-hour output of the system, or \$75,000.00, whichever is less. The deposit will be refunded after the Company verifies that the Community Remote Net Metering System has achieved commercial operation and has met the credit allocation requirements under Section II.(7) below. In the event that the Community Remote Net Metering System does not achieve commercial operation or meet the credit allocation requirements prior to the Cap Expiration Date, the deposit will be forfeited and will be refunded to all customers through the Net Metering Surcharge.

(iv) The Company will track the amount of capacity that has been allocated and that remains available under the Community Remote Net Metering System cap, and will post such information on its website, which will be updated on a monthly basis until the cap has been reached. The Company may establish additional procedures and guidelines to implement a system of processing, obtaining, and maintaining net metering cap allocations for Community Remote Net Metering Systems.

(v) The Cap Expiration Date may be extended by six (6) months (to 30 months) with no additional performance deposit. The Cap Expiration Date may be extended for an additional six (6) months beyond that (to 36 months) by posting one-half of the original performance deposit if a Community Remote Net Metering System still does not achieve commercial operation or has not met the credit allocation requirements under Section II.(7) below because of :

1) Demonstrable lack of action or failure on the part of a governmental

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

agency to issue a required permit or approval in the normal course. The Customer must provide to the Company evidence that it filed either a preapplication or completed state or municipal permit application for the Community Remote Net Metering System and that such preapplication or permit application was officially accepted by the applicable state agency or municipality as a complete application within the first six (6) months of being awarded capacity by the Company; providing such evidence shall be deemed sufficient for the Company to grant the additional six (6) months (to 36 months) extension to the Customer; or

2) Project construction related delays associated with weather, materials, or labor, which are in good faith and beyond the control of the Customer, and could not have been prevented or avoided (each, a “Delay Event”).

(vi) If the Cap Expiration Date cannot be met because 1) the Company’s interconnection work is not complete (“Interconnection Delay”), or 2) there is a pending legal challenge or moratorium (collectively, a “Permit Delay”) after the permit process has been started, affecting one or more required governmental permits or approvals that is not resolved by the expiration of the 36-month period set forth in section 2(v) above, and the Interconnection Delay or Permit Delay, as applicable is not attributable to any action or inaction of the Customer, the Cap Expiration Date shall be extended by the period of the Interconnection Delay or Permit Delay, as applicable, with no additional performance deposit required. With respect to a Permit Delay, the Customer must provide evidence of the legal challenge or moratorium to the Company and Office of Energy Resources and a monthly update on the status of the pending legal challenge or moratorium. Failure by the Customer to provide such status updates to the Company and Office of Energy Resources may result in the termination of capacity with the Customer by the Company. Nothing herein shall be construed to alter or amend any timeframes set forth in the Customer’s interconnection service agreement and/or the Company’s interconnection tariff.

(vii) In the event of a request for an extension due to a Delay Event under section 2(v), above and/or a Permit Delay under section 2(vi), above, the Customer must give the Company, and Office of Energy Resources written notice within thirty (30) days of pending project deadline milestone (i.e. 24, 30, 36 months) and certify to the existence of the Delay Event and/or the Permit Delay prior to the Cap Expiration Date, providing details regarding the nature, extent of, and expected duration of the Delay Event and/or the Permit Delay.

- (3) 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 at the Eligible Net Metering System Site, or the aggregate consumption of the Net Metered Accounts, the Net

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Metering 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 Site, or shall be used to credit the Net Metered Accounts, as applicable.

- (4) Unless the Company and Net Metering Customer have agreed to a billing plan pursuant to Section II(8) of this Tariff, if the electricity generated by an Eligible Net Metering System during a billing period is greater than the Net Metering Customer's usage or the aggregate consumption of the Net Metered Accounts, as applicable, during the billing period, the Net Metering Customer shall be paid Excess Renewable Net Metering Credits for the excess generation up to an additional twenty-five percent (25%) of the Net Metering Customer's consumption or the aggregate consumption of the Net Metered Accounts during the billing period.
- (5) For purposes of administering Sections II(3) and II(4) of this Tariff, on a monthly basis, the Company will apply Renewable Net Metering Credits to the Net Metered Accounts for all kWh generated by the Eligible Net Metering System. On an annual basis, the Company will compare kWh generated by the Eligible Net Metering System during the applicable 12-month period to the on-site consumption of the Net Metering Customer or the aggregate consumption of the Net Metered Accounts, as applicable, or to the three-year average aggregate sum of the on-site consumption of the Net Metered Accounts of a Community Remote Net Metering System. If such consumption is less than the kWh generated by the Eligible Net Metering System during the applicable 12-month period, the Company will apply a billing charge to the Net Metering Customer's account equal to the difference between the Renewable Net Metering Credit and the Excess Renewable Net Metering Credit in effect during the applicable 12-month period multiplied by the difference between the kWh generated by the Eligible Net Metering System and the consumption during the same 12-month period. If the kWh generated by the Eligible Net Metering System during the applicable 12-month period exceeds such consumption by more than 25 percent, the Company will apply a billing charge to the Net Metering Customer's account equal to the Renewable Net Metering Credit in effect during the applicable 12-month period multiplied by the kWh generated in excess of 125 percent of the consumption.
- (6) All Net Metering Customers shall be required to complete Schedule B. Renewable Net Metering Credits will be applied to Net Metered Accounts in the manner specified on Schedule B. Changes to Schedule B may be submitted to the Company on a quarterly basis.
- (7) A Community Remote Net Metering System must allocate Net Metering Credits to a minimum of (i) one account for a system associated with Low or Moderate Income Housing Eligible Credit Recipient or (ii) three (3) Eligible Credit Recipient accounts.

If Net Metering Credits are allocated to three or more Eligible Credit Recipient accounts,

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

the following shall apply to all accounts except for those accounts associated with Low or Moderate-Income Housing Eligible Credit Recipients:

- a. No more than fifty percent (50%) of the Net Metering Credits may be allocated to one Eligible Credit Recipient; and
- b. At least fifty percent (50%) of the Net Metering Credits must be allocated to the remaining Eligible Credit Recipients in an amount allocated to each Recipient that does not exceed that which is produced annually by a twenty-five kilowatt (25 kW) AC capacity.

These requirements must be met before the Company authorizes the project to operate.

The Community Remote Net Metering System may transfer credits to Eligible Credit Recipients in an amount that is equal to or less than the aggregate consumption of the Net Metered Accounts measured by the three-year average annual consumption of energy over the previous three years. A projected annual consumption of energy may be used until the actual three-year average annual consumption of energy over the previous three years at the Net Metered Accounts becomes available.

- (8) 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 12-month period (i) the production from the Eligible Net Metering System and (ii) aggregate consumption of the Net Metered Accounts and establish a monthly billing plan that reflects the expected Net Metering Credits that would be applied to the Net Metered Accounts over 12 months. The billing plan would be designed to even out monthly billings over 12 months, regardless of actual production and usage. If the Company makes such an election, the Company would reconcile payments and credits under the billing plan to actual production and consumption at the end of the 12-month period and apply any credits or charges to the Net Metered Customer 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 12 month period, the Company may adjust the estimate and credits during the reconciliation period. The Company may also (but is not required to) elect 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 that are 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.
- (9) As a condition to receiving Net Metering Credits pursuant to this Tariff, 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.

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

- (10) As a condition to receiving any payments pursuant to this provision, Net Metering Customers who install Eligible Net Metering Systems with a nameplate capacity in excess of 25 kW must comply with any and all applicable 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 Net Metering Customer who installs an Eligible Net Metering System must provide such information to the Company prior to the project being authorized to operate in parallel with the Company's electric distribution system.
- (11) 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, and/or sanction is levied by NEPOOL or the ISO-NE as a result of the Net Metering Customer's failure to comply with a NEPOOL or ISO-NE rule, requirement, or information request, the Net Metering Customer will be responsible for the costs incurred by the Company, if any, associated with such fine, penalty, and/or sanction.

**III. Rates for Distribution Service to Net Metering Customers and Net Metered Accounts**

- (1) Retail delivery service by the Company to the Net Metering Customer and Net Metered Accounts shall be governed by the tariffs, rates, terms, conditions, and policies for retail delivery service that are on file with the Commission.
- (2) The Last Resort 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 Metering Customers 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. Gen. Laws § 39-26.2-3(a) and the annual amount of any Net Metering Credits provided to Net Metering Customers or Net Metered Accounts 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

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

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 25 kW 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 Last Resort Service component of any Net Metering Credits provided to Net Metering Customers or Net Metered Accounts.

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

**Schedule B – Additional Information Required for Net Metering Service**

THE NARRAGANSETT ELECTRIC COMPANY  
NET-METERING APPLICATION OF CREDITS

Customer Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Facility Address: \_\_\_\_\_

City: \_\_\_\_\_ State: RI Zip Code: \_\_\_\_\_

The Agreement is between \_\_\_\_\_, a Net Metering Customer (“NMC”) and The Narragansett Electric Company (the “Company”) for application of Net Metering Credits earned through Net Metering from the NMC located at \_\_\_\_\_, Rhode Island.

The NMC agrees to comply with the provisions of the Net Metering Provision, the applicable retail delivery tariffs, and the Terms and Conditions for Distribution Service 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.

A) NMC Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nameplate rating (AC) of the Eligible Net Metering System \_\_\_\_\_ kW  
Estimated annual generation in kWhs of Eligible Net Metering System \_\_\_\_\_ kWh

Net Metered Account(s)

The following information must be provided for each individual Net Metered Account in a proposed Eligible Net Metering System Site:

Name: \_\_\_\_\_ (Except in the case of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative or Community Remote Net Metered System, the customer of record must be the same the customer for each Net Metered Account)

Service Address: \_\_\_\_\_

THE NARRAGANSETT ELECTRIC COMPANY  
 NET METERING PROVISION

National Grid Account number: \_\_\_\_\_

Three-year average kWh usage for this account \_\_\_\_\_

Total three-year average kWh usage for all accounts as associated with an Eligible Net Metering System Site \_\_\_\_\_

Once this information is received, the Company will determine whether the accounts listed are eligible for net metering.

B) For any Billing Period in which the NMC earns Net Metering Credits, please indicate how the Distribution Company will apply them:

- Apply all of the Net Metering Credits to the account of the NMC (skip Items C and D below)
- Allocate all the Net Metering Credits to the accounts of eligible Customers (please fill out C and D below)
- Both apply a portion of the Net Metering Credits to the NMC's account and allocate a portion to the accounts of eligible Customers (please fill out C and D below)

The Company will notify the NMC within 30 days of the Company's receipt of Schedule B whether it will allocate or purchase Net Metering Credits. If the Company elects to purchase Net Metering Credits, the Company will render payment by issuing a check to the NMC each Billing Period, unless otherwise agreed in writing by the NMC and Company. If the Company elects to allocate Net Metering Credits, the NMC must complete Item C and submit the revised Schedule B to the Company.

C) Please state the total percentage of Net Metering Credits to be allocated.

% Amount of the Net Metering Credit being allocated.

The total amount of Net Metering Credits being allocated shall not exceed 100%. Any remaining percentage will be applied to the NMC's account.

**Please identify each eligible Customer account to which the NMC is allocating Net Metering Credits by providing the following information (attach additional pages as needed):**

*NOTE: If a designated Customer account closes, the allocated percentage will revert to the NMC's account, unless otherwise mutually agreed in writing by the NMC and the Company.*

Name:  
 Billing Address:  
 Account number:

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: \_\_\_\_\_%

Name:

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Billing Address:  
Account number:  
Amount of the Net Metering Credit: \_\_\_\_\_%

Name:  
Billing Address:  
Account number:  
Amount of the Net Metering Credit: \_\_\_\_\_%

D) The terms of this Schedule B shall remain in effect unless and until the NMC executes a revised Schedule B and submits it to the Company. A revised Schedule B may be updated quarterly during a calendar year.

E) A signature on the application shall constitute certification that (1) the NMC has read the application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the NMC; and (3) the NMC possesses full power and authority to sign the application.

Notice

Execution of this agreement will cancel any previous agreement for the Net Metered Accounts for the Eligible Net Metering System under the Net Metering Provision.

The Company or NMC may terminate this agreement on thirty (30) days written notice, which includes a statement of reasons for such termination. In addition, the NMC must re-file this agreement annually.

Agreed and Accepted – Please sign

[NAME OF NMC] Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

The Narragansett Electric Company Date: \_\_\_\_\_  
d/b/a National Grid

By: \_\_\_\_\_

THE NARRAGANSETT ELECTRIC COMPANY  
NET METERING PROVISION

Name:  
Title:

THE NARRAGANSETT ELECTRIC COMPANY  
OFF CYCLE METER READ FOR SWITCH OF SUPPLIER

Availability of Service

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

Description of Service

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

Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer	\$51.00
Non-telemetered Customer	\$80.00

Terms and Conditions

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

**THE NARRAGANSETT ELECTRIC COMPANY****TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE**

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

Service Connection

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

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

Application for Service

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

a Customer may opt-out of receiving non-emergency communications through certain methods.

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

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

#### Attachments

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

#### Outside Basic Local Distribution Services

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

#### Acquisition of Necessary Permits

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

#### Service to "Out-Building"

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

### Customer Furnished Equipment

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

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

### Up-Keep of Customer Equipment

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

### Installation of Meters

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

Unless otherwise determined by the Company, all residential premises shall be equipped with a meter that employs Automatic Meter Reading ("AMR") technology utilizing radio frequency transmitters to allow the Company to obtain meter readings remotely. However, residential customers may choose to "opt-out" by having their AMR meter replaced with a non-AMR meter.

Customers who choose to opt-out will be charged an initial fee of \$27.00 for the removal of the existing AMR electric meter and the installation of the non-AMR electric meter. Customers who choose to opt-out will also be charged a monthly meter reading fee of \$13.00 for the non-AMR electric meter. The meter reading fee is applicable to customers who receive gas and electric service, or receive electric-only service, from the Company. The Company, at its option, may choose to read the non-AMR meter less frequently than once per month. In that case, or if the Company is unable for any reason to read the meter on the regularly scheduled monthly read date, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall

be payable as rendered. A customer will not be assessed the initial or monthly fee until after the Company has installed the non-AMR electric meter.

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

#### Unauthorized and Unmetered Use

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

#### Definition of Month

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

#### Payment Due Date – Interest Charge

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

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

#### Returned Check Fee

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

Seasonal Customers

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

Deposit and Security

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

Payments for Line Extensions

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

Lighting Service Charge

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

Determining Customer's Demand

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

Customer Changing Rates

20. The Customer may change from the rate under which he is purchasing electricity to any

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

#### Discontinuance of Service

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

#### Right of Access

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

#### Safeguarding Company Equipment

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

#### Temporary Service

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

#### Limitation of Liability for Service Problems

25. The Company shall not be liable for any damage to equipment or facilities using electricity which damage is a result of Service Problems, or any economic losses which are a consequence of Service Problems. For purposes of this paragraph, the term "Service Problems" means any

service interruption, power outage, voltage or amperage, fluctuations, discontinuance of service, reversal of its service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, federal or state agency order, failure to receive any electricity for which the Company has contracted, or any other causes beyond the Company's immediate control.

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

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

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

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

#### Company Right to Place Facilities on Customer Property

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

#### Company Right to Request a Guarantee

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

#### Fluctuating Load & Harmonic Distortion

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

#### Customer Tax Liability

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

#### Customer/Supplier Relationship

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

#### Billing Termination ("Soft-Off")

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

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

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

#### Paperless Billing & Electronic Payments

33. Customers may elect to receive and pay their bill electronically. Such customers electing to

receive their bills electronically will receive a paperless billing credit of \$0.37 per account, per billing period.

Customer Notice and Right to Appeal

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

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

When an individual residential customer (“Customer”) requests that a distribution line be extended to serve such customer’s home whether over private property, along common way or along a public way, the terms of this policy shall apply. This policy applies only to the installation of electric service by The Narragansett Electric Company (“Company”). The Customer should contact other utilities to determine the utilities’ requirements governing the provision of their service and whether any costs and/or requirements are to be the responsibility of the Customer.

1. Installation of Overhead Distribution Line

The Company will provide a regular overhead 120/240 volts, single phase, three (3) wire service up to a capacity limit of 50 kVA for the Customer. The Company will determine the route of the distribution line in consultation with the Customer.

2. Distance of Overhead Distribution Line Allowed Without Charge

The Company will provide up to two poles and two spans of overhead distribution line needed to serve the Customer plus a service drop (that does not require a carrier pole) to the Customer’s home free of charge.

3. Overhead Line Extension

If more than two poles and two spans of overhead distribution line are required to serve the Customer’s home, the Customer will pay an “Overhead Installation Charge,” as determined below.

The Overhead Installation Charge will be equal to the number of feet of distribution line (beyond two poles and two spans) required to serve the Customer’s home, multiplied by the “Overhead Cost Per Foot” (as defined in section 9 below), plus the applicable tax contribution factor.

When overhead service is requested, the Company shall be responsible for:

- i. installing (or having others install), owning (individually or jointly) and maintaining (individually or jointly) all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion are required to provide adequate service;

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

- ii. designating the location of all Company owned equipment, excluding streetlights, and the service entrance and meter location(s); and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive; excessive cost shall be defined as the type of work which requires the Company to contract with a third party to remove ledge through blasting or to trim trees for the purposes of clearing the space needed for the line work.

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

#### 4. Payment Terms

For Overhead Installation Charges up to \$6,000, the Customer will be required to pay the entire amount before the start of construction. If the Overhead Installation Charge is greater than \$6,000, the Customer will have the option to either pay the entire amount before the start of construction, or pay \$6,000 before the start of construction and pay the amount in excess of \$6,000 under a payment plan. The term of the payment plan will be based on equal payments of at least \$75 per month until the amount in excess of \$6,000 is paid in its entirety. The term of the payment plan is not to exceed a period of five (5) years or sixty (60) months. The amount collected under the payment plan will include interest at the rate of interest applicable to the Company's customer deposit accounts.

#### 5. More Than One Customer

Where overhead service is requested by more than one Customer for the same line, the Overhead Installation Charge will be prorated among those Customers, based on the amount of line attributable to each Customer. The calculation of the Overhead Installation Charge shall allow for a credit equal to the Overhead Cost Per Foot of two poles and two spans for each Customer.

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

6. Customer Added After Initial Construction

If a new Customer (or group of customers) is supplied service from facilities constructed under this policy, and if such service begins within five (5) years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer(s) to make prorated contribution to payment of the balance of the Overhead Installation Charge. Any contribution received from a new Customer will be used to proportionately reduce the balance owed by the initial Customer(s). In addition, a credit of two poles and two spans per customer will be applied against the remaining balance. However, no refunds will be paid if the credit exceeds the balance.

7. Change of Customer

The Customer must agree, as a condition for the line extension monthly payment terms, that if he/she sells, leases or otherwise transfers control and use of the home to another individual ("New Occupant"), and such New Occupant opens a new account with the Company, the Customer will obtain an agreement from such New Occupant to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Otherwise, the Customer will remain personally liable for the balance owed.

The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

8. Underground Lines

If the Customer requests an underground distribution line in lieu of the standard overhead line, the Company will give reasonable consideration to the request. If the Company believes that there are technical complications, safety issues, engineering concerns, or other reasonable concerns regarding the feasibility and/or maintenance of an underground system in the given circumstances, the Company may decline to provide underground service.

If the Company agrees to an underground service, the Company will estimate the cost of providing the underground line to the home, using a predetermined underground cost per foot ("Underground Cost Per Foot"). The Customer will be required to pay an "Underground

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

Charge” equal to:

- i. the Company’s estimated cost of installing the underground line (based on Underground Cost Per Foot); minus
- ii. an amount equal to the Overhead Cost Per Foot of two poles and two spans; plus
- iii. a tax contribution factor based on the value of donated property and/or any cash contribution.

When the above results in a negative number, there shall be no Underground Charge.

The Underground Charge shall be paid by the customer in advance of the Company’s construction (even if it exceeds \$6,000) and is nonrefundable if the line is built.

The Customer will be responsible for removal of ledge, trenching, backfilling in accordance with the Company’s construction standards and/or the “Specifications for Electrical Installations” booklet as published by the Company from time to time, and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

In addition, the Customer will be responsible for:

- i. providing, prior to the start of the Company’s construction, all applicable supporting documents and site plans required for the Company to prepare design drawings and easements, to be provided by the Customer in accordance with Section 14 below, for its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, secondary cable, all conduit including spacers, glue and pulling strings,
- iii. etc. as indicated on the Company’s plan and related construction documents;
- iv. installing foundations, provided by the Company, for Company-owned street lights;

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

- v. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- vi. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to the designated meter location(s); and
- vii. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

When underground service is requested, the Company shall be responsible for:

- i. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
  - ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
  - iii. providing Company-owned street light foundations;
  - iv. providing, installing, owning and maintaining the transformer, Company owned street lights, meter and primary cable;
  - v. making all connections to Company equipment; and
  - vi. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.
9. Publication of Current Per Foot Costs

The Overhead Costs Per Foot and Underground Costs Per Foot for new construction shall be as calculated by the Company and placed on file with the Public Utilities Commission. These costs are included in the attachment to this policy.

10. Tree Trimming

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 1

## LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

The Customer will be responsible for all necessary tree trimming on private property. Tree trimming along public ways and common ways will remain the responsibility of the Company but may cause additional charges to be billed to the Customer if the type of work requires the Company to contract with a third party to trim trees for the purposes of clearing the space needed for the line work.

11. Line Extension Agreement

The Company will require the Customer to sign a Line Extension Agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation line to the Customer's home, provided that such terms are not inconsistent with the terms expressed in this policy.

12. Temporary Service

This policy shall not apply to lines constructed for temporary service, unless the Company, in its sole discretion, deems it appropriate in the given circumstances of each case.

13. Winter Moratorium on Underground Construction

From the period of December 15 to April 1, the Company may decline, in its sole discretion, to install any underground facilities.

14. Easements

The Company will, as a condition on the installation of the service, require the Customer to provide the Company with an executed easement (drafted by the Company) for all facilities located on private property. The Customer will provide the easement prior to the start of the Company's construction and at no cost to the Company. In the event that third party rights are required for the Customer's installation, the Customer will be responsible for obtaining all third party rights or crossings at the Customer's expense.

15. Customer Request to Upgrade Service

When, in the Company's opinion, the Company is required to upgrade its distribution line, or any associated equipment, in order to accommodate a Customer's upgrade of the existing main switch to the Customer's premises, the terms of Policy 3 shall apply.

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

POLICY 1  
LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

The Per Foot Costs referred to in the above policy are as follows:

Underground Cost Per Foot:	\$37.30
Overhead Cost Per Foot:	\$37.68

These costs are effective until the Rhode Island Public Utilities Commission is notified in writing of any changes (with a copy of the written notice provided to the Rhode Island Builders Association).

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

When a developer, contractor, builder or other customer (“Developer”) proposing to construct a residential development or individual homes requests that distribution lines be constructed to serve the development or homes, the terms of this policy shall apply. This policy applies only to the installation of electric service by The Narragansett Electric Company (“Company”). The Developer should contact other utilities to determine the utilities’ requirements governing the provision of their service and whether any costs and/or requirements are to be the responsibility of the Developer.

1. Installation of Overhead Distribution Lines

The Company will provide a regular overhead distribution line to the development or individual homes designed to provide regular residential service to each home proposed in the project. The Company will determine the route of the line in consultation with the Developer. The Developer shall wire to the point designated by the Company, at which point the Company will connect its facilities. In addition, the Developer’s facilities shall comply with the Company’s construction standards and/or the “Specifications for Electrical Installations” booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

2. Distance of Overhead Distribution Line Allowed Without Charge

The Company will provide 150 feet of overhead distribution line, not including the secondary service drop, per each “house lot” free of charge.

3. Overhead Line Extension

If the number of centerline feet of overhead distribution line required to serve the development (“Required Line Distance”) is greater than the “Allowed Distance” of 150 feet per “House Lot,” then there will be a charge to the Developer for the overhead line extension for the additional feet (“Overhead Installation Charge”). The additional charge shall be paid by the Developer in advance of the Company’s construction.

The Overhead Installation Charge will be equal to the “Overhead Cost Per Foot” times the number of feet in excess of the “Allowed Distance” of 150 feet per House Lot, plus applicable tax contribution factor.

When overhead service is requested, the Company shall be responsible for:

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

- i. installing (or having others install), owning (individually or jointly) and maintaining (individually or jointly) all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion are required to provide adequate service;
- ii. designating the location of all Company owned equipment, excluding streetlights, and the service entrance and meter location(s); and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Developer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive; excessive cost shall be defined as the type of work which requires the Company to contract with a third party to remove the ledge through blasting or to trim trees for the purposes of clearing the space needed for the line work.

The Developer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The "Overhead Cost Per Foot" will be a predetermined cost per foot as calculated by the Company.

The Overhead Installation Charge is nonrefundable if the line is built.

#### 4. Underground Lines

A Developer may request an underground distribution line in lieu of the regular overhead line. If requested, however, the Company will estimate the cost of providing the underground line to the development using a predetermined underground cost per foot ("Underground Cost Per Foot"). The Developer will be required to pay an "Underground Charge" equal to:

- i. the difference between the estimated underground construction cost (based on Underground Cost Per Foot) and the estimated construction cost for a regular overhead line (based on the Overhead Cost Per Foot); plus

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

- ii. the Overhead Installation Charge, if any, that would have been paid for an overhead line in the development as calculated in Section 3 above; plus
- iii. a tax contribution factor based on the value of donated property and/or any cash contribution.

The Underground Charge shall be paid by the Developer in advance of the Company's construction and is nonrefundable if the line is built.

The Developer will be responsible for removal of ledge, trenching and backfilling in accordance with the Company's construction standards and/or the "Specifications for Electrical Installations" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction. In addition, the Developer will be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable supporting documents required by the Company to prepare design drawings and ensure that the Developer is providing all necessary easements, in accordance with Section 10 below, for the locations of its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company-owned street light foundations), handholes, manholes, grounding systems, all conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents and in accordance with the Company's specifications;
- iii. installing foundations, provided by the Company, for proposed street lighting based on a plan approved, in writing, by a Municipality, which includes agreement by that Municipality to accept responsibility for payment of the lights once the lights are energized;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

- v. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location; and
- vi. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

When underground service is requested, the Company shall be responsible for:

- i. developing the plan to provide underground electric service;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Developer;
- iii. designating the location of all Company-owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company-owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, Company-owned street lights, primary and secondary cable, except services;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Developer, prior to backfilling.

5. Publication of Current Per Foot Costs

The Overhead Costs Per Foot and Underground Costs Per Foot for new construction shall be as calculated by the Company and placed on file with the Public Utilities Commission ("Commission"). These costs are included in the attachment to this policy.

The Company also will provide such "Overhead and Underground Costs Per Foot" and the method of calculating the applicable tax contribution factor to anyone who inquires.

If the Company changes the Overhead and Underground Cost Per Foot or method of

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

calculating the tax contribution factor, it will notify the Commission in writing and provide a copy of the written notice to the Rhode Island Builders Association, if in existence.

The Company will not increase the Overhead or Underground Costs Per Foot by more than 10% per year without specific approval from the Commission and advance notice to the Rhode Island Builders Association, if in existence.

6. Developer Provides Plans and Documentation

The total number of house lots proposed to be constructed (“House Lots”) will be provided in advance to the Company by the Developer (prior to the Company building the distribution line), along with an electronic copy (in a format acceptable to the Company) of the subdivision plan approved by the planning board in the applicable community.

The Company may require the Developer to provide, in advance, the following:

- i. a copy of the approval of the planning board for the subdivision;
- ii. a copy of all permits and approvals that have been obtained for constructing the development;
- iii. the name and address of the bank or credit union providing financing for the development, including a contact person and phone number;
- iv. a copy of a city/town-approved street light proposal for the development. If installation is requested after construction is completed, the actual, incremental cost of installing the street lights may be borne by the city/town if the tariff does not collect all costs of construction.
- v. a schedule or Developer’s best estimate for the construction of homes in the development; and
- vi. if requested by the Company, such other reasonable information that may be requested to confirm the viability of the development.

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

## POLICY 2

## LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

7. Building the Distribution Line in Segments

The Company may, in its own discretion, construct the distribution line in segments, rather than all at once in the proposed development.

8. Line Extension Agreement

The Company will require the Developer to sign a Line Extension Agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation of a distribution line in the development, provided that such terms are not inconsistent with the terms expressed in this policy.

9. Winter Moratorium on Underground Construction

From the period of December 15 to April 1, the Company may decline, in its sole discretion, to install any underground facilities.

10. Easements

The Company will require the Developer to provide the Company with executed easements (drafted by the Company) for all facilities to reach and serve the development. The Developer will provide the easement prior to the start of the Company's construction and at no cost to the Company. In the event that third party rights are required for the Developer's installation, the Developer will be responsible for obtaining all third party rights or crossings at the Developer's expense.

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

POLICY 2

LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

The Per Foot Costs referred to the above policy are as follows:

Underground Cost Per Foot:	\$37.30
Overhead Cost Per Foot:	\$37.68

These costs are effective until the Rhode Island Public Utilities Commission is notified in writing of any changes (with a copy of the written notice provided to the Rhode Island Builders Association).

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX APOLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

The terms of this policy shall apply when a commercial, industrial, or non-residential (a real estate development which is not an approved subdivision of single-family homes) customer (“Customer”) requests that a distribution line and/or other facilities (“New Facilities”) necessary to properly supply electricity to the Customer’s facilities be installed. This policy applies only to the installation of electric service by The Narragansett Electric Company (“Company”). The Customer should contact other utilities to determine the utilities’ requirements governing the provision of their service and whether any costs and/or requirements are to be the responsibility of the Customer.

The terms of this policy shall also apply to an individual residential customer whose upgrade of the existing main switch to his/her premises will, in the Company’s opinion, require the Company to upgrade its distribution line or associated equipment. In applying this policy, the Company will estimate any additional incremental revenue that may be realized as a result of the upgraded service for the purposes of determining whether a Construction Advance is required from the residential customer.

1. Amount of Overhead Distribution Provided without Charge

If the New Facilities being requested by the Customer consists of an overhead, single phase, secondary voltage distribution line extension that does not exceed two poles and two spans of line, the Company will provide the poles and spans of line needed to serve the New Facilities plus a service drop (that does not require a carrier pole) free of charge to the Customer. Otherwise, the costs of all poles and spans of line determined by the Company as needed to serve the New Facilities will be included in the cost component of the Construction Advance Formula described below.

2. Estimated Revenue

Before undertaking the construction of the New Facilities to serve the Customer, the Company will estimate the annual incremental revenue to be derived by the Company under the distribution service rates from the installation of the New Facilities.

3. Construction Advance

The Company will determine the facilities required to meet the distribution service requirements of the Customer. Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX APOLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

additional payments from the Customer.

In accordance with the formula below (the “Formula”), the Company shall determine whether a payment by the Customer of a Construction Advance shall be required. The Construction Advance shall be paid by the customer in advance of the Company’s construction.

$$\text{Construction Advance (A)} = [ C - [ D \times M ] \div K ]$$

where

- A= Construction Advance paid to the Company by the Customer.
- C= The total estimated cost of construction for facilities required exclusively to meet the distribution service requirements of the Customer. This cost includes capital and non-capital costs and the Company’s liability for tax required on the value of the material and labor provided by the Customer. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.
- D= For a single customer, the estimated annual Distribution Revenue derived from the Customer within the first year following the completion of the Company’s construction of facilities; or for developments, the estimated additional annual Distribution Revenue derived from those new customers in the development anticipated to be supplied directly with electric service within one year from the commencement of the delivery of electricity to the first customer in the development.
- M= 0.5, the revenue apportionment factor.
- K= The annual carrying charge factor, expressed as a decimal.

Where the calculation of (A) results in a positive number, a Construction Advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. Where the calculation of (A) results in a Construction Advance of \$500 or less, the payment of the Construction Advance will be waived. The Company shall exercise good faith in making each estimate and determination required above.

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX APOLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

Any revenues from Transmission Service, the Non-Bypassable Transition Charge, Last Resort Service rates, the Energy Efficiency Program Charge, the Long Term Contracting for Renewable Energy Recovery Factor, and the Net Metering Charge shall be excluded from this calculation.

The Construction Advance in the formula shall be further adjusted to include a tax contribution factor on the cash value of the Construction Advance, excluding the value of the tax contribution on any donated property received from the Customer. This tax contribution factor shall be paid in full by the Customer prior to the start of construction.

4. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction Advance payment using actual construction costs and actual Distribution Revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time between twelve and thirty-six (36) months after commencement of the delivery of electricity.

To determine the refund, the Formula shall be modified as follows:

C= The actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs and the Company's liability for tax required on the value of the material and labor provided by the Customer. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

D= The actual annual Distribution Revenue for the most recent twelve months.

M= 0.5, the revenue apportionment factor.

K= The annual carrying charge factor, expressed as a decimal.

If a lower or negative (A) results from applying the Formula as so modified, and if, in the Company's opinion, a risk does not exist regarding either a future reduction in the level of the

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX APOLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

Customer's usage or the collectability of the Customer's account, then the Company shall refund a portion of or the entire calculated Construction Advance, or the full cost of construction, without interest. In no case shall the amount refunded exceed the original Construction Advance (A); nor shall the review result in additional payments from the Customer.

If a refund is made, the Company will refund the appropriate portion of any tax contribution factor at the current tax rate.

5. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- i. installing (or having others install), owning (individually or jointly) and maintaining (individually or jointly) all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion are required to provide adequate service;
- ii. designating the location of all Company owned equipment, excluding streetlights, and the service entrance and meter location(s); and
- iii. blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive; excessive cost shall be defined as the type of work which requires the Company to contract with a third party to remove ledge through blasting or to trim trees for the purposes of clearing the space needed for the line work.

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments rather than all at once in the proposed development.

6. Underground Lines

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX APOLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

If the Customer requests an underground distribution line in lieu of the standard overhead line, the Company will give reasonable consideration to the request. If the Company believes that there are technical complications, safety issues, engineering concerns, or other reasonable concerns regarding the feasibility and/or maintenance of an underground system in the given circumstances, the Company may decline to provide underground service.

If the Company agrees to underground service, the Customer will be responsible for removal of ledge, trenching and backfilling in accordance with the Company's construction standards and/or the "Specifications for Electrical Installations" booklet as published by the Company from time to time and shall comply with the codes and requirements of legally constituted authorities having jurisdiction.

In addition, the Customer will be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable supporting documents and electronically formatted site plans required for the Company to prepare design drawings and to ensure the Customer is providing all necessary easements, in accordance with Section 8 below, for the locations of the Company's facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, secondary cable, all conduit including spacers, glue and pulling strings, etc., as indicated on the Company's plan and related construction documents and in accordance with the Company's specifications;
- iii. Installing foundations, provided by the Company, for Company-owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- v. retaining ownership of transformer foundations and grounding systems, and all secondary cables and conduit on private property, excluding Company-owned street lighting; and

## THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX APOLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

- vi. turning over ownership of the conduit system, excluding the secondary conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

When underground service is requested, the Company shall be responsible for:

- i. developing the plan to provide underground electric service;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company-owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company-owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company-owned street lights, and meters;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

7. Winter Moratorium on Underground Construction

From December 15 to April 1, the Company may decline, in its sole discretion, to install any underground facilities.

8. Easements

The Company will require the Customer to provide the Company a permanent executed easement (drafted by the Company) for all facilities to reach and serve the New Facilities. The Customer will provide the easement prior to the start of the Company's construction and at no cost to the Company. In the event that third party rights are required for the Customer's

THE NARRAGANSETT ELECTRIC COMPANY

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE  
APPENDIX A

POLICY 3  
LINE EXTENSION AND CONSTRUCTION ADVANCE POLICY  
FOR COMMERCIAL, INDUSTRIAL AND EXISTING RESIDENTIAL CUSTOMERS

installation, the Customer will be responsible for obtaining all third party rights or crossings at the Customer's expense.

9. Additional Payment

When, in the Company's opinion, significant engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer this cost before engineering begins. If construction is undertaken, this payment will be applied to any required Construction Advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire additional advance payment will be refunded.