

July 16, 2021

VIA ELECTRONIC MAIL

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

RE: Docket No. 5059 – Terms and Conditions for Nonregulated Power Producers 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 redlined and clean versions of the Company’s Terms and Conditions for Nonregulated Power Producers, R.I.P.U.C. No. 2223, in compliance with the Public Utilities Commission’s (“PUCs”) Open Meeting on May 26, 2021 in the above-referenced docket.

At the above-referenced Open Meeting, the PUC approved the Terms and Conditions for Nonregulated Power Producers as filed by the Company on August 11, 2020. The Company is submitting this compliance filing as the enclosed version includes several non-substantive clean ups. Specifically, references made to Standard Offer Service were removed as Standard Offer Service expired as of December 31, 2020. In addition, the word “and” was moved to the appropriate spot in the list contained within Section 1.2. The enclosed redlined version shows these changes as compared to the clean August 11, 2020 version that was approved by the PUC. The Company also made formatting edits to correct pagination issues that has resulted in the tariff now having 14 pages.

Thank you for your attention to this correspondence. If you have any questions or concerns, please do not hesitate to contact me at 401.784.4263.

Sincerely,



Andrew S. Marcaccio

cc: Docket No. 5059 Service List

THE NARRAGANSETT ELECTRIC COMPANY
Terms and Conditions for Nonregulated Power Producers

The delivery of electricity shall be in accordance with the provisions of law, regulation and these Terms and Conditions. Customers may purchase power only from Nonregulated Power Producers who meet the terms described below and are registered in good standing with the Rhode Island Division of Public Utilities and Carriers (“Division”), and (i) have a fully executed Market Participant Service Agreement with ISO-NE and a settlement account with ISO-NE, or (ii) have an agreement in place with an entity that has a fully executed Market Participant Service Agreement with ISO-NE whereby such entity agrees to include the load to be served by the Nonregulated Power Producer in such entity’s settlement account with ISO-NE.

1.0 Obligations of Parties

1.1 Customer

The Customer is the end user taking electric service and utilizing it at his or her home or facility. The Customer must be a Customer of record of The Narragansett Electric Company (hereinafter, “Narragansett” or “Company”). Each Customer is identified by a number assigned by Narragansett. This location identification number, which is unique to a Customer’s home, facility or portion thereof is also referred to as the Customer Delivery Point.

A Customer will select one registered Nonregulated Power Producer (hereinafter “Supplier”) from which to purchase electrical power at any given point in time. For purposes of billing and financial responsibility, each Customer Delivery Point will also be identified as an Account by Narragansett and assigned an Account number.

1.2 Distribution Company

Narragansett is responsible for providing local distribution services from the Transmission Delivery Point(s), as defined within these Terms and Conditions, to the Customer Delivery Point(s) which shall be the meter point for each Account.

Narragansett will:

- arrange for (i) regional network transmission service over NEPOOL PTF and (ii) Local network transmission service from NEPOOL PTF to the Company’s Distribution System for each Customer,
- deliver power over distribution facilities to each Customer Delivery Point,
- provide customer service and support for delivery service, and if contracted by the Supplier, for generation service,
- respond to service interruptions or power quality problems,
- handle connections and terminations,
- read meters,

- submit bills for local distribution services and generation services of the Customer's Supplier, unless the Customer requests separate billing of generation service from the Supplier,
- for Customers who receive one bill for both distribution and generation service, collect and forward payments for generation service to Suppliers, according to established cash posting practices,
- address billing inquiries for the local distribution services bill portion and, if contracted by the Customer's Supplier, the generation services portion,
- answer general questions about local distribution service,
- process the electronic business transactions submitted by Suppliers, and send the necessary electronic business transactions to Suppliers,
- report Suppliers' estimated and metered loads, including local network transmission and distribution losses, to ISO-NE, ~~and~~
- report aggregate loads to Suppliers electronically, upon request, and
- for Customers taking ~~Standard Offer Service (for service through December 31, 2020) or Last Resort Service (for service on or after January 1, 2021)~~, release Customer information (name, account number, service address, billing address, rate class, and cycle number) to a Municipal Aggregator operating a Municipal Aggregation Program serving the municipality or group of municipalities in which the Customer takes ~~Standard Offer Service or Last Resort Service~~.

1.3 Supplier

A Supplier is a non-regulated power producer who has registered with the Division as a provider of electric generation service to Customers in Rhode Island. Suppliers shall comply with the Rhode Island Public Utilities Commission's ("PUC") Reliability and Responsibility Regulations for Nonregulated Power Producers. The Supplier is solely responsible for paying all costs incurred or to be incurred to provide its all-requirements service obligation in the same manner as if the Company were to provide such all-requirements service, including, without limitation, all costs or other requirements to furnish capacity, energy, operating reserves, automatic generation control, uplift costs, congestion charges, and any other ancillary services, expenses or charges incurred to provide all-requirements service; or costs imposed by NEPOOL, ISO-NE or any similar or successor entity in connection with such service. The Supplier is solely responsible for meeting any other requirements and paying any other costs now or hereafter imposed by the ISO-NE which are attributable to the provision of such service.

All Suppliers shall meet the requirements of these Terms and Conditions.

1.3.1 NEPOOL Registration

Each Supplier must meet all registration and licensing requirements established by law and regulation, and (i) have a fully executed Market Participant Service Agreement with the ISO-NE and a settlement account with ISO-NE, or (ii) have an agreement in place with an entity that has a fully executed Market Participant Service Agreement with ISO-NE whereby such entity agrees to include the load

to be served by the Nonregulated Power Producer in such entity's settlement account with ISO-NE.

Suppliers must provide to Narragansett written notification of the name of the NEPOOL Participant that owns the Settlement Account for the Suppliers' loads. This information needs to be provided to Narragansett one time, and must be received at least 2 days prior to the Supplier's enrollment of its first Customer. Suppliers may change to another NEPOOL Participant by providing Narragansett with reasonable advance written notice and a letter from the new NEPOOL Participant.

1.3.2 Testing

A Supplier shall be required to complete testing of the transactions included in the Company's electronic data interchange ("EDI") procedures prior to the initiation of generation service to any Customers in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth by the Company.

1.3.3 Customer Participation

Once a Customer has indicated their choice of Supplier to the chosen Supplier, that Supplier must provide Narragansett with certain information electronically in accordance with EDI. All electronic information interchange will occur via a Company approved electronic transmission vehicle, which may change from time to time. Presently, the Company is using an Inside Agent application for transfer of data. The Supplier transaction information, which includes specifics regarding customer identification and billing selection for generation service, must be received at least four (4) business days prior to the commencement of service.

If the enrollment data are correct, Narragansett will electronically inform the new Supplier of the commencement date for service (coincident with the Customer's next scheduled meter read date) and will inform the outgoing Supplier, as applicable, of the termination date of their obligation to provide generation service. If the data are incomplete or incorrect, the Company will not be able to enroll the Customer with the new Supplier and the Supplier will be notified electronically of the error, so that the data may be corrected and resubmitted for processing. If the outgoing Supplier indicates an intention to challenge the legitimacy of the change, the Customer will still be enrolled with the new Supplier unless and until the Company receives a written confirmation from the Customer or representative of the Customer, stating unambiguously that the Customer should be returned to the outgoing Supplier. The Company will then enroll the Customer with the former Supplier prospectively, subject to any timing restrictions that could delay such enrollment to the next scheduled meter read date. The Company shall have no liability or responsibility for the consequences to Suppliers or the Customer for complying in such case with the instructions of a

Customer regarding enrollment with a Supplier. All other enrollments must follow the procedures set forth in these terms and conditions.

In the event that a Customer selects more than one Supplier, and those Suppliers attempt to enroll that Customer for the same cycle meter-read period, the Company shall respond as follows:

The Company shall process the first valid enrollment transaction received during the enrollment period. Once received, any other enrollment transaction submitted for the same Customer during the enrollment period will be rejected. The enrollment period commences one (1) business day prior to the Customer's scheduled cycle meter-read date and ends four (4) business days prior to the Customer's next scheduled cycle meter-read date.

Whenever an Account becomes inactive as a result of a Customer moving within Narragansett's service territory, the Customer will have the option to keep their existing Supplier at their new location or receive ~~Standard Offer Service (for service through December 31, 2020) or Last Resort Service (for service on or after January 1, 2021) as applicable.~~

Whenever an Account becomes inactive, as a result of a Customer moving outside Narragansett's territory, the Supplier assignment for that Account is discontinued.

Customers will begin service from their chosen Supplier on the Customer's normal cycle meter read date following notification, except when notification occurs four (4) or fewer business days prior to the cycle meter read date. In that case, the assignment will be made on the cycle meter read date in the following month.

Suppliers requesting the enrollment of a new Customer, or a Customer that is switching to them, will be presumed to have obtained the authorization of the customer by an approved method. A request by the Supplier, to the Company, that contains both the Customer's account number and first four characters of the account name will be deemed as confirmation that the Customer has consented to the enrollment or switch.

1.4 Dispute Resolution

Narragansett will not be responsible for the resolution of disputes between Suppliers and Customers. Any disputes relating to compliance with these terms and conditions or the regulations of the Commission or Division may be referred by the Company, the Supplier or the Customer to the Division and such disputes shall be subject to the regulatory oversight of the Division or Commission, as applicable.

2.0 Billing and Customer Service

2.1 Supplier Billing

The Company shall issue a single bill for electric service to all Customers in its service territory; provided, however, that Customers of Suppliers may request the Supplier to provide a separate bill for generation service provided by the Supplier. Should a Customer opt for a separate generation bill, each Supplier will be responsible for billing their Customers for the cost of generation service provided by the Supplier and collection of amounts due to the Supplier from their Customers. Narragansett will read meters on a monthly cycle and will use reasonable efforts to provide to the Supplier(s) on the next business day following the meter read, an electronic file containing the applicable billing determinants and records of billing data for each Account. The Company will make diligent efforts to read all Customer meters in accordance with its terms and conditions as approved by the PUC. The record format for the file transfer will be in accordance with EDI. All electronic files, with the exception of payments, are presently transmitted using the Inside Agent application. Payment of funds collected on behalf of the Supplier are transferred electronically via an Automated Clearing House (“ACH”) bank funds transfer.

The billing of other costs will vary depending on the billing option utilized as discussed in the following sections. Narragansett offers the following standard and optional billing services:

2.1.1 Complete Billing Service

Under the Complete Billing Service, Suppliers would provide Narragansett with rates and pricing structures to be implemented for designated Narragansett customer classes. Narragansett would use the supplied rates to calculate the Supplier portion of Customer bills, then integrate this billing with the delivery service components of the bill in a single mailing to the Customer. While standard collection notices may be printed on Customer bills, the Supplier is responsible for collection of past due accounts for the Supplier’s portion of Customers’ bills.

Suppliers must adhere to Customer classes and rate/pricing structures which follow the Company’s format and meet the availability clauses of Narragansett’s retail delivery tariffs on file with the PUC.

If Suppliers make a written request for different Customer classes or rate structures, Narragansett will consider accommodating reasonable changes to its billing system. The requesting Supplier will be responsible for any costs incurred to make the designated changes, which will be quoted by Narragansett to the Supplier in advance of any changes.

Upon receipt of Customer payments, Narragansett will forward to Supplier notification of any and all revenue from Supplier sales which have been received and recorded by midnight of that business day, e.g., notification of any payment received on Monday normally will be forwarded to the Supplier by noon on the following business day. The format of the record to be transmitted will be in accordance with EDI.

Payments to Suppliers will be made in a lump sum for all Customers revenue due to the Supplier in a given day. These lump sum Supplier payments will be transferred via a three-day ACH transaction and credited to a predetermined Supplier bank account. Each Supplier must provide Narragansett with the name of the receiving bank, routing and transmit number (ABA number) and bank account number to facilitate this transfer. The account detail of the Supplier credited amounts will be provided by a separately transmitted electronic file which includes a detailed payment breakdown of individual Customer payments. The format of the record to be transmitted will be in accordance with EDI.

GROSS EARNINGS TAX

The Supplier is the taxpayer with respect to the gross earnings tax (“GET”) imposed by Title 44, Chapter 13 of the General Laws of Rhode Island on its sales of electricity delivered to customers. The Supplier reports taxable gross receipts from sales of electricity on its own GET returns and is responsible to remit any related taxes, including any estimated tax payments, to the State. The Supplier is responsible for the GET obligations imposed on it by the State of Rhode Island and for the determination of the correct GET rate applicable to its sales. The Supplier is responsible to maintain any “Manufacturer’s Certificates for the Rate Reduction for Electricity and Gas Used in Manufacturing” necessary to support the GET rates applicable to Supplier sales.

The Company will separately state on the Customer’s bill any GET amounts, computed with respect to the GET rate provided by the Supplier. In addition, the Company will separately state on the Customer’s bill any GET credit, computed with respect to the GET credit rate provided by the Supplier. If the amounts which the Company billed for electricity, separately stated gross earnings tax and separately stated GET credit are later determined to be incorrect, any corrections will be the responsibility of the Supplier.

If the Customer was overcharged, the Supplier must refund the overcharges directly to the Customer. If the Customer was undercharged, the Supplier must seek recourse directly from its Customer. Further, the Supplier is responsible for any amendments to its GET returns made necessary by errors in the amounts it requests be billed to its Customers, as well as any GET assessments imposed on it by the State, including related interest and penalties. The Company has no responsibility for the Supplier’s GET liabilities to the State of Rhode Island or for any amounts the Supplier’s Customers claim to have been overcharged.

OTHER REQUIRED COSTS

Any other costs to be billed to the Customers, which are required to be separately displayed on the bill in accordance with Rhode Island law, must be provided by the Supplier to Narragansett.

Existing Narragansett service fees, such as interest charges for unpaid balances, bad check charges, etc., shall remain in effect and be assessed, as applicable, to each Account according to the Narragansett Retail Terms and Conditions, applicable to all Customers. The cash posting sequence for customer payments to Accounts will be in accordance with EDI.

2.1.2 Passthru Billing Service

Narragansett may offer Passthru Billing Service to Suppliers for those Customers that have elected such service. If Narragansett elects to offer Passthru Billing Service, Narragansett reserves the right to obtain confirmation from a Customer being served by a Supplier that such election has been made. Under this option, Narragansett will electronically transmit Customers' usage/demand information obtained via meter reads to the Supplier. The record format is in accordance with EDI. With this billing option, Suppliers will use this data to calculate the generation services of the Customer bills, including any applicable taxes or other costs required by law to be separately stated, and mail a separate Supplier bill to the Customer.

2.1.3 Passback Billing Service

Narragansett may provide Passback Billing Service to Suppliers for those Customers that have elected such service. This optional service anticipates that some Suppliers will elect to maintain the confidentiality of their pricing structures. Under this option, Narragansett will pass Customers' usage and demand information obtained via meter reads to the Supplier and the Supplier will pass back to Narragansett a bill amount for inclusion in each Customer's bill. In addition, the Supplier will separately pass back to Narragansett any applicable gross earnings tax amount and any other costs required by law to be separately displayed on the bill. To offer this service, the Company needs to establish the specific procedures, requirements and data formats to be followed. If any Suppliers express an interest in this option, the Company will develop such procedures, requirements and formats and file them with the Commission at the time of implementation.

2.1.4 Summary Billing

Narragansett may offer a summary billing option to qualified Customers with multiple electric service Accounts. Designed to consolidate multiple individual

account billings on a single bill format, this optional service allows Customers to pay numerous accounts with one check. Under this option, monthly billing for a Customer with multiple Accounts will occur at the time of a mutually agreed upon billing cycle extraction. The application of Gross Earnings Tax and any other costs to be billed will be in accordance with the Complete Billing Service or Passback Billing Service options described above.

2.2 Customer Service Options

Narragansett will consider offering optional customer service support to any Supplier who elects the Complete Billing Service.

If optional customer service is offered to Suppliers, Narragansett will provide any Supplier with a unique toll-free phone number which will be printed on the Supplier portion of a Customer's bill. Telephone calls will be answered using the appropriate Supplier's name and operators will be able to respond to a wide variety of call types.

If optional customer service support is provided to Suppliers, Narragansett will customize the pricing for services to meet the individual needs of Suppliers, based on factors such as the volume of calls, requested hours of coverage and/or the specific number of customer service representatives requested.

2.3 Service Disconnection Procedures

Should the Customer fail to pay the full amount billed by Narragansett, for delivery services, Narragansett may disconnect the Customer pursuant to the current PUC procedures for disconnection which apply to Customers of the applicable rate class. Narragansett will provide notification electronically to the Supplier of any Customer receiving a final bill as a result of a disconnection. Once a final bill is issued to the Customer, supply to the Customer is no longer the obligation of the Supplier. Narragansett shall not be liable for any and all revenue losses to the Supplier for participants lost due to any disconnection.

The Supplier may discontinue supply to a Customer in conformance with the specific Customer/ Supplier contract. Suppliers will provide Narragansett with electronic notice of intent to discontinue supply four (4) or more business days prior to the Customer's scheduled meter read. Service by the Supplier will terminate upon the next scheduled meter read from the time of this electronic notice. Customers whose service from a Supplier is discontinued will become [Standard Offer Service \(for service through December 31, 2020\)](#) or [Last Resort Service \(for service on or after January 1, 2021\)](#) Customers of Narragansett, unless or until they enroll with a new Supplier.

2.4 Distribution Service Interruptions

Narragansett shall provide firm local distribution service to each Customer. In the event that the loading of the distribution system, or a portion thereof, must be reduced for safe

and reliable operation, such reduction in loading will be proportionately allocated among all Customers whose load contributes to the need for the reduction when such proportional curtailments can be accommodated within acceptable operating practices.

In the event of power outages, Narragansett shall restore electrical service to Customers in accordance with the Company's service restoration procedures, as filed with the PUC from time to time.

Any other service interruptions which the Company is required to make for planned maintenance of the distribution and transmission system will be made according to normal operational procedures.

2.5 Release of Customer Information

It is recognized that from time to time Suppliers may request information about customers. Suppliers seeking information about Customers will be instructed to obtain a written consent from a Customer before Narragansett will disclose any such information, consistent with the procedures set forth below. Upon a Supplier obtaining written consent, Narragansett shall be required to provide twelve months' of a Customer's historic usage data to the Supplier.

The written consent should include a statement substantially the same as the following:

“[CUSTOMER] authorizes [NAME OF Supplier] to obtain twelve months' of historical usage data from Narragansett Electric.”

The written consent must be signed by the Customer and include the account number(s) that are authorized for release. If the Customer is a company, it must be signed by an officer on behalf of the company. The Supplier shall be required to keep the consent form on file and produce it upon request.

The Supplier will submit to Narragansett, using the EDI transactions, an Historical Usage Transaction containing the customer account number and first four characters of the Customer's name. Once Narragansett receives this transaction, Narragansett presumes that the Supplier has obtained appropriate authorization and will send the usage information to the supplier via EDI.

Narragansett reserves the right to provide standard billing information directly to the Customer, who in such case will have the discretion to provide it to the Supplier. In such case, Narragansett will inform the Supplier that the data has been delivered to the Customer and may be obtained directly from the Customer.

2.6 Providing Non-Residential Customer Lists

Narragansett understands that in order to assist in the advancement of the retail market in Rhode Island, Narragansett may provide non-residential customer lists to licensed

Suppliers that have signed a confidentiality agreement with Narragansett indicating that they would only use the information provided to market energy-related products and services. The list provided by Narragansett shall include the Customer's name, service address, mailing address, and energy information including rate class, 12 months historical usage information (kWh, kW and kVa if applicable), meter read cycle, and voltage indicator.

3.0 Metering

The meter that is currently installed at a Customer site will be used to meet the basic distribution company and Supplier billing requirements as well as any load estimation process requirements. Narragansett will own all billing meters, and have sole responsibility for meter reading, lock-outs, and programming changes.

3.1 Telemetering Installation Requests

If a Supplier requests additional metering and/or telecommunication capabilities for rate calculations, or in lieu of estimation in the daily load reporting process, the Supplier is responsible for all installation, operating and maintenance costs, and must arrange for the installation and commissioning of all the necessary equipment (using a licensed electrician) in accordance with the conditions listed herein.

The Supplier is responsible for arranging the installation and maintenance of the remote access pulse recorder ("RAPR") and telephone line, subject to standards set forth by the distribution company and subject to the provision contained within the Company's Optional Enhanced Metering Service Tariff, R.I.P.U.C. No. 2203, as may be amended or superseded from time to time.

Once all the necessary equipment is installed and the Company is notified, the Company will initialize the recorder (upon Supplier request). Upon completed commissioning of the device, the Company will begin collecting load data. Until telemetering requirements are fulfilled, the Customer will be enrolled with an estimated load designation until the installation is complete and tested.

3.2 Product Options

All telemetering installations will use external RAPR's unless and until other acceptable technologies become available. The RAPR is connected to the meter and is programmed with the correct energy values associated with each pulse output and quantity measured by the meter. There are a number of RAPR products on the market. Narragansett's requirement is that the RAPR data format be supported by the MV-90¹ data collection system.

¹ MV-90 is the product name of the data collection system built and maintained by Utility Translation Services, Inc.

3.3 Installation and Maintenance of Telephone Line

In all cases, the Supplier must provide the Company telephone access to the RAPR. The Supplier must notify the Company of the telephone number once it becomes available in order for the Company to access the RAPR electronically. The installation and ongoing operating and maintenance costs of the telephone line will be borne by the Supplier. It is the obligation of the Supplier to notify the Company of any change affecting the availability of the phone line for the duration of the prevailing Customer contract.

3.4 Ownership and Maintenance Responsibilities

The Company owns all billing meters and is responsible for their installation, maintenance, and testing for accuracy. The Company's meter reading, meter testing, meter maintenance, meter security and data collection practices will continue and be unaffected by the presence of the Suppliers' RAPRs. Tests of meter accuracy may be requested by either the Customer or the Supplier, under the terms approved by the PUC.

The Supplier owns any RAPRs and telephone lines that it installs (or pays to have installed), and is responsible for their maintenance. Should the telephone line or RAPR become unavailable and the Company is unable to collect the load profile data, the Customer's historic load profile data will be used in the estimation process. If the Customer's historic load data are unavailable, the class average load shape will be used, in accordance with the load estimation process described in Section 4.0. Once the phone line and/or RAPR access are restored and the Company is notified, use of actual Customer load data will resume.

4.0 Determination of Hourly Supplier Loads

For each Supplier, hourly loads for each day shall be estimated or telemetered and reported daily by the Company to the ISO-NE for inclusion in the Supplier's designated Settlement Account. Hourly load estimates for non-telemetered Customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.

The Company shall normally report previous day's hourly loads to the ISO-NE in accordance with the time specified by ISO-NE which is then in effect. These loads shall be included in the Supplier's designated Settlement Account.

The hourly loads shall be determined consistent with the following steps:

- (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
- (2) The Company shall calculate a usage factor for each Customer that reflects the

Customer's relative usage level.

- (3) The Company shall develop estimates of hourly load profiles for the previous day for each Supplier such that the sum of the Supplier's loads equals the hourly metered loads of the Company collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Supplier loads.
- (4) Transmission losses from local network and non-PTF facilities shall be approximated and added to the Supplier's hourly loads. The Supplier's loads shall also include losses associated with the NEPOOL PTF, as determined by the ISO-NE.

4.1 Monthly Reconciliation Process

To refine the estimates of Supplier loads, a monthly reconciliation is performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed. The Company will make diligent efforts to read all Customer's meters in accordance with its terms and conditions as approved by the PUC. A comparison is made between Customer's estimated and actual usage, by billing cycle, then summed across billing cycles for each Supplier. The ratio between the actual kWh and the estimated kWh reflects the kWh amount for which the Supplier may have been overcharged or undercharged by ISO-NE during the month. This ratio is used to develop a kWh adjustment amount for each Supplier for the calendar month. The sum of the adjustments for all suppliers is zero because the total kWh is still constrained to equal the Company's actual hourly metered loads during the month.

4.2 Error Handling

The process of supplier load estimation involves statistical samples and estimating. It is not perfectly accurate and cannot be made perfectly accurate without large scale investment in special metering to record the hourly usage of all customers, as well as hourly line losses. Accordingly, some level of error will typically be reflected in the estimates. The Company shall not be responsible for any estimating errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

To the extent that errors are identified by the Company through the monthly reconciliation process, discovery of metering errors, or through any other means, the Company will quantify and communicate these errors to ISO-NE for adjustment of supplier settlement results in accordance with NEPOOL rules.

5.0 Generation Requirements

5.1 Reporting to ISO New England

Narragansett is responsible for reporting a set of hourly loads (including associated distribution and transmission losses) for each designated Supplier and their aggregate Customers to ISO-NE. The daily reporting of the hourly loads, and later reconciliation adjustments will be provided to ISO-NE in accordance with their scheduling requirements.

5.2 Definition of Supplier Delivery Point

Suppliers shall be obligated to deliver the capacity and energy actually used by each Account to the load zones or nodes, as applicable, at which the real-time load obligations are established in the ISO-NE Settlement Power System Model for the physical loads of Customers (“Supplier Delivery Point”). Suppliers shall be obligated to arrange for and pay all costs associated with delivery of its capacity and energy to the Supplier Delivery Point(s).

NEP will transmit the power received to Narragansett and deliver it to the interconnection(s) between NEP’s transmission system and Narragansett’s local distribution system (Transmission Delivery Points). This service will be provided to Narragansett by NEP under a transmission tariff on file at the Federal Energy Regulatory Commission.

Narragansett will provide local distribution service to deliver the power from the Transmission Delivery Points to the applicable Accounts (Customer Delivery Points).

5.3 Back up Supply Obligations

Each Supplier will be responsible for obtaining any back up supply that it may need to service its load. The Supplier is solely responsible for paying all costs incurred or to be incurred to provide all generation-related services associated with its all-requirements service obligation, including, without limitation, all costs or other requirements to furnish installed capability, operable capability, energy, operating reserves, automatic generation control, uplift costs, congestion charges, and any other generation-related ancillary services, expenses or charges incurred to provide all-requirements service; or costs imposed by NEPOOL, ISO-NE or any similar or successor entity in connection with such service. The Supplier is also solely responsible for meeting any other requirements and paying any other costs now or hereafter imposed by ISO-NE which are attributable to the provision of such service.

5.4 Losses

To compensate for transmission and distribution system losses, Narragansett requires Suppliers to provide an additional quantity of electricity and associated ancillary services. The quantities actually delivered to each Supplier's retail Customers, in aggregate, in each hour of the billing period, as estimated by the Company, shall be scaled to include appropriate distribution and transmission loss factors.

Suppliers providing generation service to Narragansett local distribution service Customers from outside of NEPOOL will be responsible for any and all losses incurred on other transmission systems, which may also include losses on facilities linking generation to NEPOOL facilities.

6.0 Limitations of Liability

The Company shall not be liable to a Supplier under any theory of recovery for any and all economic losses incurred by the Supplier (including without limitation lost profits and purchased power costs) caused by the failure of the Company to deliver electricity because of Service Problems. For purposes of this paragraph, the term "Service Problems" means any service interruption, power outage, fluctuation in voltage, amperage, or harmonics, discontinuance of service, reversal of service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, actions of transmission services provider(s) and suppliers, federal or state agency order, failure to receive any electricity for which the Company or Supplier has contracted, or any causes beyond the Company's immediate control.

7.0 Transaction-Related Formats, Processes, and Field Definitions

The Company will provide to Suppliers copies of its technical transaction-related requirements (such as formats, technical processes, and field definitions) that will be used to process Supplier transactions and which are subject to change from time to time. To the extent that any Supplier has a dispute with the Company regarding the application or modification of these technical transaction-related requirements, any Supplier may file a Complaint with the Rhode Island Public Utilities Commission, provided that the Supplier notifies the Company in writing and makes a good faith effort to resolve the dispute with the Company at least three business days in advance of such filing.

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Narragansett is responsible for providing local distribution services from the Transmission Delivery Point(s), as defined within these Terms and Conditions, to the Customer Delivery Point(s) which shall be the meter point for each Account.

Narragansett will:

- arrange for (i) regional network transmission service over NEPOOL PTF and (ii) Local network transmission service from NEPOOL PTF to the Company’s Distribution System for each Customer,
- deliver power over distribution facilities to each Customer Delivery Point,
- provide customer service and support for delivery service, and if contracted by the Supplier, for generation service,
- respond to service interruptions or power quality problems,
- handle connections and terminations,
- read meters,

- submit bills for local distribution services and generation services of the Customer's Supplier, unless the Customer requests separate billing of generation service from the Supplier,
- for Customers who receive one bill for both distribution and generation service, collect and forward payments for generation service to Suppliers, according to established cash posting practices,
- address billing inquiries for the local distribution services bill portion and, if contracted by the Customer's Supplier, the generation services portion,
- answer general questions about local distribution service,
- process the electronic business transactions submitted by Suppliers, and send the necessary electronic business transactions to Suppliers,
- report Suppliers' estimated and metered loads, including local network transmission and distribution losses, to ISO-NE,
- report aggregate loads to Suppliers electronically, upon request, and
- for Customers taking Last Resort Service, release Customer information (name, account number, service address, billing address, rate class, and cycle number) to a Municipal Aggregator operating a Municipal Aggregation Program serving the municipality or group of municipalities in which the Customer takes Last Resort Service.

1.3 Supplier

A Supplier is a non-regulated power producer who has registered with the Division as a provider of electric generation service to Customers in Rhode Island. Suppliers shall comply with the Rhode Island Public Utilities Commission's ("PUC") Reliability and Responsibility Regulations for Nonregulated Power Producers. The Supplier is solely responsible for paying all costs incurred or to be incurred to provide its all-requirements service obligation in the same manner as if the Company were to provide such all-requirements service, including, without limitation, all costs or other requirements to furnish capacity, energy, operating reserves, automatic generation control, uplift costs, congestion charges, and any other ancillary services, expenses or charges incurred to provide all-requirements service; or costs imposed by NEPOOL, ISO-NE or any similar or successor entity in connection with such service. The Supplier is solely responsible for meeting any other requirements and paying any other costs now or hereafter imposed by the ISO-NE which are attributable to the provision of such service.

All Suppliers shall meet the requirements of these Terms and Conditions.

1.3.1 NEPOOL Registration

Each Supplier must meet all registration and licensing requirements established by law and regulation, and (i) have a fully executed Market Participant Service Agreement with the ISO-NE and a settlement account with ISO-NE, or (ii) have an agreement in place with an entity that has a fully executed Market Participant Service Agreement with ISO-NE whereby such entity agrees to include the load

to be served by the Nonregulated Power Producer in such entity's settlement account with ISO-NE.

Suppliers must provide to Narragansett written notification of the name of the NEPOOL Participant that owns the Settlement Account for the Suppliers' loads. This information needs to be provided to Narragansett one time, and must be received at least 2 days prior to the Supplier's enrollment of its first Customer. Suppliers may change to another NEPOOL Participant by providing Narragansett with reasonable advance written notice and a letter from the new NEPOOL Participant.

1.3.2 Testing

A Supplier shall be required to complete testing of the transactions included in the Company's electronic data interchange ("EDI") procedures prior to the initiation of generation service to any Customers in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth by the Company.

1.3.3 Customer Participation

Once a Customer has indicated their choice of Supplier to the chosen Supplier, that Supplier must provide Narragansett with certain information electronically in accordance with EDI. All electronic information interchange will occur via a Company approved electronic transmission vehicle, which may change from time to time. Presently, the Company is using an Inside Agent application for transfer of data. The Supplier transaction information, which includes specifics regarding customer identification and billing selection for generation service, must be received at least four (4) business days prior to the commencement of service.

If the enrollment data are correct, Narragansett will electronically inform the new Supplier of the commencement date for service (coincident with the Customer's next scheduled meter read date) and will inform the outgoing Supplier, as applicable, of the termination date of their obligation to provide generation service. If the data are incomplete or incorrect, the Company will not be able to enroll the Customer with the new Supplier and the Supplier will be notified electronically of the error, so that the data may be corrected and resubmitted for processing. If the outgoing Supplier indicates an intention to challenge the legitimacy of the change, the Customer will still be enrolled with the new Supplier unless and until the Company receives a written confirmation from the Customer or representative of the Customer, stating unambiguously that the Customer should be returned to the outgoing Supplier. The Company will then enroll the Customer with the former Supplier prospectively, subject to any timing restrictions that could delay such enrollment to the next scheduled meter read date. The Company shall have no liability or responsibility for the consequences to Suppliers or the Customer for complying in such case with the instructions of a

Customer regarding enrollment with a Supplier. All other enrollments must follow the procedures set forth in these terms and conditions.

In the event that a Customer selects more than one Supplier, and those Suppliers attempt to enroll that Customer for the same cycle meter-read period, the Company shall respond as follows:

The Company shall process the first valid enrollment transaction received during the enrollment period. Once received, any other enrollment transaction submitted for the same Customer during the enrollment period will be rejected. The enrollment period commences one (1) business day prior to the Customer's scheduled cycle meter-read date and ends four (4) business days prior to the Customer's next scheduled cycle meter-read date.

Whenever an Account becomes inactive as a result of a Customer moving within Narragansett's service territory, the Customer will have the option to keep their existing Supplier at their new location or receive Last Resort Service.

Whenever an Account becomes inactive, as a result of a Customer moving outside Narragansett's territory, the Supplier assignment for that Account is discontinued.

Customers will begin service from their chosen Supplier on the Customer's normal cycle meter read date following notification, except when notification occurs four (4) or fewer business days prior to the cycle meter read date. In that case, the assignment will be made on the cycle meter read date in the following month.

Suppliers requesting the enrollment of a new Customer, or a Customer that is switching to them, will be presumed to have obtained the authorization of the customer by an approved method. A request by the Supplier, to the Company, that contains both the Customer's account number and first four characters of the account name will be deemed as confirmation that the Customer has consented to the enrollment or switch.

1.4 Dispute Resolution

Narragansett will not be responsible for the resolution of disputes between Suppliers and Customers. Any disputes relating to compliance with these terms and conditions or the regulations of the Commission or Division may be referred by the Company, the Supplier or the Customer to the Division and such disputes shall be subject to the regulatory oversight of the Division or Commission, as applicable.

2.0 Billing and Customer Service

2.1 Supplier Billing

The Company shall issue a single bill for electric service to all Customers in its service territory; provided, however, that Customers of Suppliers may request the Supplier to provide a separate bill for generation service provided by the Supplier. Should a Customer opt for a separate generation bill, each Supplier will be responsible for billing their Customers for the cost of generation service provided by the Supplier and collection of amounts due to the Supplier from their Customers. Narragansett will read meters on a monthly cycle and will use reasonable efforts to provide to the Supplier(s) on the next business day following the meter read, an electronic file containing the applicable billing determinants and records of billing data for each Account. The Company will make diligent efforts to read all Customer meters in accordance with its terms and conditions as approved by the PUC. The record format for the file transfer will be in accordance with EDI. All electronic files, with the exception of payments, are presently transmitted using the Inside Agent application. Payment of funds collected on behalf of the Supplier are transferred electronically via an Automated Clearing House (“ACH”) bank funds transfer.

The billing of other costs will vary depending on the billing option utilized as discussed in the following sections. Narragansett offers the following standard and optional billing services:

2.1.1 Complete Billing Service

Under the Complete Billing Service, Suppliers would provide Narragansett with rates and pricing structures to be implemented for designated Narragansett customer classes. Narragansett would use the supplied rates to calculate the Supplier portion of Customer bills, then integrate this billing with the delivery service components of the bill in a single mailing to the Customer. While standard collection notices may be printed on Customer bills, the Supplier is responsible for collection of past due accounts for the Supplier’s portion of Customers’ bills.

Suppliers must adhere to Customer classes and rate/pricing structures which follow the Company’s format and meet the availability clauses of Narragansett’s retail delivery tariffs on file with the PUC.

If Suppliers make a written request for different Customer classes or rate structures, Narragansett will consider accommodating reasonable changes to its billing system. The requesting Supplier will be responsible for any costs incurred to make the designated changes, which will be quoted by Narragansett to the Supplier in advance of any changes.

Upon receipt of Customer payments, Narragansett will forward to Supplier notification of any and all revenue from Supplier sales which have been received and recorded by midnight of that business day, e.g., notification of any payment received on Monday normally will be forwarded to the Supplier by noon on the following business day. The format of the record to be transmitted will be in accordance with EDI.

Payments to Suppliers will be made in a lump sum for all Customers revenue due to the Supplier in a given day. These lump sum Supplier payments will be transferred via a three-day ACH transaction and credited to a predetermined Supplier bank account. Each Supplier must provide Narragansett with the name of the receiving bank, routing and transmit number (ABA number) and bank account number to facilitate this transfer. The account detail of the Supplier credited amounts will be provided by a separately transmitted electronic file which includes a detailed payment breakdown of individual Customer payments. The format of the record to be transmitted will be in accordance with EDI.

GROSS EARNINGS TAX

The Supplier is the taxpayer with respect to the gross earnings tax (“GET”) imposed by Title 44, Chapter 13 of the General Laws of Rhode Island on its sales of electricity delivered to customers. The Supplier reports taxable gross receipts from sales of electricity on its own GET returns and is responsible to remit any related taxes, including any estimated tax payments, to the State. The Supplier is responsible for the GET obligations imposed on it by the State of Rhode Island and for the determination of the correct GET rate applicable to its sales. The Supplier is responsible to maintain any “Manufacturer’s Certificates for the Rate Reduction for Electricity and Gas Used in Manufacturing” necessary to support the GET rates applicable to Supplier sales.

The Company will separately state on the Customer’s bill any GET amounts, computed with respect to the GET rate provided by the Supplier. In addition, the Company will separately state on the Customer’s bill any GET credit, computed with respect to the GET credit rate provided by the Supplier. If the amounts which the Company billed for electricity, separately stated gross earnings tax and separately stated GET credit are later determined to be incorrect, any corrections will be the responsibility of the Supplier.

If the Customer was overcharged, the Supplier must refund the overcharges directly to the Customer. If the Customer was undercharged, the Supplier must seek recourse directly from its Customer. Further, the Supplier is responsible for any amendments to its GET returns made necessary by errors in the amounts it requests be billed to its Customers, as well as any GET assessments imposed on it by the State, including related interest and penalties. The Company has no responsibility for the Supplier’s GET liabilities to the State of Rhode Island or for any amounts the Supplier’s Customers claim to have been overcharged.

OTHER REQUIRED COSTS

Any other costs to be billed to the Customers, which are required to be separately displayed on the bill in accordance with Rhode Island law, must be provided by the Supplier to Narragansett.

Existing Narragansett service fees, such as interest charges for unpaid balances, bad check charges, etc., shall remain in effect and be assessed, as applicable, to each Account according to the Narragansett Retail Terms and Conditions, applicable to all Customers. The cash posting sequence for customer payments to Accounts will be in accordance with EDI.

2.1.2 Passthru Billing Service

Narragansett may offer Passthru Billing Service to Suppliers for those Customers that have elected such service. If Narragansett elects to offer Passthru Billing Service, Narragansett reserves the right to obtain confirmation from a Customer being served by a Supplier that such election has been made. Under this option, Narragansett will electronically transmit Customers' usage/demand information obtained via meter reads to the Supplier. The record format is in accordance with EDI. With this billing option, Suppliers will use this data to calculate the generation services of the Customer bills, including any applicable taxes or other costs required by law to be separately stated, and mail a separate Supplier bill to the Customer.

2.1.3 Passback Billing Service

Narragansett may provide Passback Billing Service to Suppliers for those Customers that have elected such service. This optional service anticipates that some Suppliers will elect to maintain the confidentiality of their pricing structures. Under this option, Narragansett will pass Customers' usage and demand information obtained via meter reads to the Supplier and the Supplier will pass back to Narragansett a bill amount for inclusion in each Customer's bill. In addition, the Supplier will separately pass back to Narragansett any applicable gross earnings tax amount and any other costs required by law to be separately displayed on the bill. To offer this service, the Company needs to establish the specific procedures, requirements and data formats to be followed. If any Suppliers express an interest in this option, the Company will develop such procedures, requirements and formats and file them with the Commission at the time of implementation.

2.1.4 Summary Billing

Narragansett may offer a summary billing option to qualified Customers with multiple electric service Accounts. Designed to consolidate multiple individual

account billings on a single bill format, this optional service allows Customers to pay numerous accounts with one check. Under this option, monthly billing for a Customer with multiple Accounts will occur at the time of a mutually agreed upon billing cycle extraction. The application of Gross Earnings Tax and any other costs to be billed will be in accordance with the Complete Billing Service or Passback Billing Service options described above.

2.2 Customer Service Options

Narragansett will consider offering optional customer service support to any Supplier who elects the Complete Billing Service.

If optional customer service is offered to Suppliers, Narragansett will provide any Supplier with a unique toll-free phone number which will be printed on the Supplier portion of a Customer's bill. Telephone calls will be answered using the appropriate Supplier's name and operators will be able to respond to a wide variety of call types.

If optional customer service support is provided to Suppliers, Narragansett will customize the pricing for services to meet the individual needs of Suppliers, based on factors such as the volume of calls, requested hours of coverage and/or the specific number of customer service representatives requested.

2.3 Service Disconnection Procedures

Should the Customer fail to pay the full amount billed by Narragansett, for delivery services, Narragansett may disconnect the Customer pursuant to the current PUC procedures for disconnection which apply to Customers of the applicable rate class. Narragansett will provide notification electronically to the Supplier of any Customer receiving a final bill as a result of a disconnection. Once a final bill is issued to the Customer, supply to the Customer is no longer the obligation of the Supplier. Narragansett shall not be liable for any and all revenue losses to the Supplier for participants lost due to any disconnection.

The Supplier may discontinue supply to a Customer in conformance with the specific Customer/ Supplier contract. Suppliers will provide Narragansett with electronic notice of intent to discontinue supply four (4) or more business days prior to the Customer's scheduled meter read. Service by the Supplier will terminate upon the next scheduled meter read from the time of this electronic notice. Customers whose service from a Supplier is discontinued will become Last Resort Service Customers of Narragansett, unless or until they enroll with a new Supplier.

2.4 Distribution Service Interruptions

Narragansett shall provide firm local distribution service to each Customer. In the event that the loading of the distribution system, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading will be proportionately allocated among

all Customers whose load contributes to the need for the reduction when such proportional curtailments can be accommodated within acceptable operating practices.

In the event of power outages, Narragansett shall restore electrical service to Customers in accordance with the Company's service restoration procedures, as filed with the PUC from time to time.

Any other service interruptions which the Company is required to make for planned maintenance of the distribution and transmission system will be made according to normal operational procedures.

2.5 Release of Customer Information

It is recognized that from time to time Suppliers may request information about customers. Suppliers seeking information about Customers will be instructed to obtain a written consent from a Customer before Narragansett will disclose any such information, consistent with the procedures set forth below. Upon a Supplier obtaining written consent, Narragansett shall be required to provide twelve months' of a Customer's historic usage data to the Supplier.

The written consent should include a statement substantially the same as the following:

“[CUSTOMER] authorizes [NAME OF Supplier] to obtain twelve months' of historical usage data from Narragansett Electric.”

The written consent must be signed by the Customer and include the account number(s) that are authorized for release. If the Customer is a company, it must be signed by an officer on behalf of the company. The Supplier shall be required to keep the consent form on file and produce it upon request.

The Supplier will submit to Narragansett, using the EDI transactions, an Historical Usage Transaction containing the customer account number and first four characters of the Customer's name. Once Narragansett receives this transaction, Narragansett presumes that the Supplier has obtained appropriate authorization and will send the usage information to the supplier via EDI.

Narragansett reserves the right to provide standard billing information directly to the Customer, who in such case will have the discretion to provide it to the Supplier. In such case, Narragansett will inform the Supplier that the data has been delivered to the Customer and may be obtained directly from the Customer.

2.6 Providing Non-Residential Customer Lists

Narragansett understands that in order to assist in the advancement of the retail market in Rhode Island, Narragansett may provide non-residential customer lists to licensed Suppliers that have signed a confidentiality agreement with Narragansett indicating that

they would only use the information provided to market energy-related products and services. The list provided by Narragansett shall include the Customer's name, service address, mailing address, and energy information including rate class, 12 months historical usage information (kWh, kW and kVa if applicable), meter read cycle, and voltage indicator.

3.0 Metering

The meter that is currently installed at a Customer site will be used to meet the basic distribution company and Supplier billing requirements as well as any load estimation process requirements. Narragansett will own all billing meters, and have sole responsibility for meter reading, lock-outs, and programming changes.

3.1 Telemetering Installation Requests

If a Supplier requests additional metering and/or telecommunication capabilities for rate calculations, or in lieu of estimation in the daily load reporting process, the Supplier is responsible for all installation, operating and maintenance costs, and must arrange for the installation and commissioning of all the necessary equipment (using a licensed electrician) in accordance with the conditions listed herein.

The Supplier is responsible for arranging the installation and maintenance of the remote access pulse recorder ("RAPR") and telephone line, subject to standards set forth by the distribution company and subject to the provision contained within the Company's Optional Enhanced Metering Service Tariff, R.I.P.U.C. No. 2203, as may be amended or superseded from time to time.

Once all the necessary equipment is installed and the Company is notified, the Company will initialize the recorder (upon Supplier request). Upon completed commissioning of the device, the Company will begin collecting load data. Until telemetering requirements are fulfilled, the Customer will be enrolled with an estimated load designation until the installation is complete and tested.

3.2 Product Options

All telemetering installations will use external RAPR's unless and until other acceptable technologies become available. The RAPR is connected to the meter and is programmed with the correct energy values associated with each pulse output and quantity measured by the meter. There are a number of RAPR products on the market. Narragansett's requirement is that the RAPR data format be supported by the MV-90¹ data collection system.

¹ MV-90 is the product name of the data collection system built and maintained by Utility Translation Services, Inc.

3.3 Installation and Maintenance of Telephone Line

In all cases, the Supplier must provide the Company telephone access to the RAPR. The Supplier must notify the Company of the telephone number once it becomes available in order for the Company to access the RAPR electronically. The installation and ongoing operating and maintenance costs of the telephone line will be borne by the Supplier. It is the obligation of the Supplier to notify the Company of any change affecting the availability of the phone line for the duration of the prevailing Customer contract.

3.4 Ownership and Maintenance Responsibilities

The Company owns all billing meters and is responsible for their installation, maintenance, and testing for accuracy. The Company's meter reading, meter testing, meter maintenance, meter security and data collection practices will continue and be unaffected by the presence of the Suppliers' RAPRs. Tests of meter accuracy may be requested by either the Customer or the Supplier, under the terms approved by the PUC.

The Supplier owns any RAPRs and telephone lines that it installs (or pays to have installed), and is responsible for their maintenance. Should the telephone line or RAPR become unavailable and the Company is unable to collect the load profile data, the Customer's historic load profile data will be used in the estimation process. If the Customer's historic load data are unavailable, the class average load shape will be used, in accordance with the load estimation process described in Section 4.0. Once the phone line and/or RAPR access are restored and the Company is notified, use of actual Customer load data will resume.

4.0 Determination of Hourly Supplier Loads

For each Supplier, hourly loads for each day shall be estimated or telemetered and reported daily by the Company to the ISO-NE for inclusion in the Supplier's designated Settlement Account. Hourly load estimates for non-telemetered Customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.

The Company shall normally report previous day's hourly loads to the ISO-NE in accordance with the time specified by ISO-NE which is then in effect. These loads shall be included in the Supplier's designated Settlement Account.

The hourly loads shall be determined consistent with the following steps:

- (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
- (2) The Company shall calculate a usage factor for each Customer that reflects the

Customer's relative usage level.

- (3) The Company shall develop estimates of hourly load profiles for the previous day for each Supplier such that the sum of the Supplier's loads equals the hourly metered loads of the Company collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Supplier loads.
- (4) Transmission losses from local network and non-PTF facilities shall be approximated and added to the Supplier's hourly loads. The Supplier's loads shall also include losses associated with the NEPOOL PTF, as determined by the ISO-NE.

4.1 Monthly Reconciliation Process

To refine the estimates of Supplier loads, a monthly reconciliation is performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed. The Company will make diligent efforts to read all Customer's meters in accordance with its terms and conditions as approved by the PUC. A comparison is made between Customer's estimated and actual usage, by billing cycle, then summed across billing cycles for each Supplier. The ratio between the actual kWh and the estimated kWh reflects the kWh amount for which the Supplier may have been overcharged or undercharged by ISO-NE during the month. This ratio is used to develop a kWh adjustment amount for each Supplier for the calendar month. The sum of the adjustments for all suppliers is zero because the total kWh is still constrained to equal the Company's actual hourly metered loads during the month.

4.2 Error Handling

The process of supplier load estimation involves statistical samples and estimating. It is not perfectly accurate and cannot be made perfectly accurate without large scale investment in special metering to record the hourly usage of all customers, as well as hourly line losses. Accordingly, some level of error will typically be reflected in the estimates. The Company shall not be responsible for any estimating errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

To the extent that errors are identified by the Company through the monthly reconciliation process, discovery of metering errors, or through any other means, the Company will quantify and communicate these errors to ISO-NE for adjustment of supplier settlement results in accordance with NEPOOL rules.

5.0 Generation Requirements

5.1 Reporting to ISO New England

Narragansett is responsible for reporting a set of hourly loads (including associated distribution and transmission losses) for each designated Supplier and their aggregate Customers to ISO-NE. The daily reporting of the hourly loads, and later reconciliation adjustments will be provided to ISO-NE in accordance with their scheduling requirements.

5.2 Definition of Supplier Delivery Point

Suppliers shall be obligated to deliver the capacity and energy actually used by each Account to the load zones or nodes, as applicable, at which the real-time load obligations are established in the ISO-NE Settlement Power System Model for the physical loads of Customers (“Supplier Delivery Point”). Suppliers shall be obligated to arrange for and pay all costs associated with delivery of its capacity and energy to the Supplier Delivery Point(s).

NEP will transmit the power received to Narragansett and deliver it to the interconnection(s) between NEP’s transmission system and Narragansett’s local distribution system (Transmission Delivery Points). This service will be provided to Narragansett by NEP under a transmission tariff on file at the Federal Energy Regulatory Commission.

Narragansett will provide local distribution service to deliver the power from the Transmission Delivery Points to the applicable Accounts (Customer Delivery Points).

5.3 Back up Supply Obligations

Each Supplier will be responsible for obtaining any back up supply that it may need to service its load. The Supplier is solely responsible for paying all costs incurred or to be incurred to provide all generation-related services associated with its all-requirements service obligation, including, without limitation, all costs or other requirements to furnish installed capability, operable capability, energy, operating reserves, automatic generation control, uplift costs, congestion charges, and any other generation-related ancillary services, expenses or charges incurred to provide all-requirements service; or costs imposed by NEPOOL, ISO-NE or any similar or successor entity in connection with such service. The Supplier is also solely responsible for meeting any other requirements and paying any other costs now or hereafter imposed by ISO-NE which are attributable to the provision of such service.

5.4 Losses

To compensate for transmission and distribution system losses, Narragansett requires Suppliers to provide an additional quantity of electricity and associated ancillary services. The quantities actually delivered to each Supplier's retail Customers, in aggregate, in each hour of the billing period, as estimated by the Company, shall be scaled to include appropriate distribution and transmission loss factors.

Suppliers providing generation service to Narragansett local distribution service Customers from outside of NEPOOL will be responsible for any and all losses incurred on other transmission systems, which may also include losses on facilities linking generation to NEPOOL facilities.

6.0 Limitations of Liability

The Company shall not be liable to a Supplier under any theory of recovery for any and all economic losses incurred by the Supplier (including without limitation lost profits and purchased power costs) caused by the failure of the Company to deliver electricity because of Service Problems. For purposes of this paragraph, the term "Service Problems" means any service interruption, power outage, fluctuation in voltage, amperage, or harmonics, discontinuance of service, reversal of service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, actions of transmission services provider(s) and suppliers, federal or state agency order, failure to receive any electricity for which the Company or Supplier has contracted, or any causes beyond the Company's immediate control.

7.0 Transaction-Related Formats, Processes, and Field Definitions

The Company will provide to Suppliers copies of its technical transaction-related requirements (such as formats, technical processes, and field definitions) that will be used to process Supplier transactions and which are subject to change from time to time. To the extent that any Supplier has a dispute with the Company regarding the application or modification of these technical transaction-related requirements, any Supplier may file a Complaint with the Rhode Island Public Utilities Commission, provided that the Supplier notifies the Company in writing and makes a good faith effort to resolve the dispute with the Company at least three business days in advance of such filing.