National Grid

The Narragansett Electric Company

INVESTIGATION AS TO THE PROPRIETY OF PROPOSED TARIFF CHANGES

Testimony and Schedules of:

Howard S. Gorman Proposed Tariffs – Clean & Marked to Show Changes

Book 7 of 9

June 1, 2009

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

Submitted by:

national**grid**

NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID Docket No. R.I.P.U.C. ____ Witness: Gorman

Schedule NG-HSG-11

Clean Versions of Proposed Retail Delivery Service Tariffs and Proposed Tariff Provisions

THE NARRAGANSETT ELECTRIC COMPANY STANDARD OFFER SERVICE

AVAILABILITY

All Customers (including new Customers) who have not elected to take their electric supply from a non-regulated power producer will receive their power supply under this Standard Offer Rate until the Customer either: (1) takes its electric supply from a non-regulated power producer; or (2) takes Last Resort Service.

Customers who leave Standard Offer Service may not return to Standard Offer Service.

Standard Offer 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 Nonregulated Power Producers.

MONTHLY CHARGE

The Charge for Standard Offer Service will be the sum of the applicable Standard Offer Service charges in addition to all appropriate Retail Delivery charges as stated in the applicable tariff. The monthly charge for Standard Offer 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, the costs to comply with the Commission's Rules Governing Energy Source Disclosure and the administrative costs associated with the procurement of Standard Offer Service.

RATE FOR ALL CLASSES

Standard Offer:

Small Customer (Rates A-16, A-60, C-06, S-10 and S-14) 9.415¢ per kWh Large Customer (Rates G-02, G-32, G-62, B-32, B-62, X-01) 9.278¢ per kWh

Renewable Energy Standard Charge 0.093¢ per kWh

RATE CHANGES

The rates set forth in this tariff are effective for usage on and after July 1, 2009 until changes. Any changes will be filed with the Commission and are subject to Commission review and approval.

THE NARRAGANSETT ELECTRIC COMPANY STANDARD OFFER ADJUSTMENT PROVISION

The prices contained in the applicable rates of the Company are subject to adjustment to reflect the power purchase costs incurred by the Company in arranging Standard Offer and Last Resort Service, which costs are not recovered from customers through the Standard Offer Service and 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 Service: 1) the Standard Offer Service Supply Reconciliation and 2) the Standard Offer Service Administrative Cost Reconciliation. In the Standard Offer Service Supply Reconciliation, the Company shall reconcile its total cost of purchased power for Standard Offer and Last Resort Service supply against its total purchased power revenue (appropriately adjusted to reflect the Rhode Island Gross Receipts Tax), and the excess or deficiency ("Standard Offer/Last Resort Adjustment Balance") shall be refunded to, or collected from, customers through the rate recovery/refund methodology approved by the Commission at the time the Company files its annual reconciliation. Any positive or negative balance will accrue interest calculated at the rate in effect for customer deposits.

For purposes of this reconciliation, total purchased power revenues shall mean all revenue collected from Standard Offer and Last Resort Service customers through the Standard Offer and Last Resort Service rates for the applicable 12 month reconciliation period. 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.

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

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

THE NARRAGANSETT ELECTRIC COMPANY STANDARD OFFER ADJUSTMENT PROVISION

should significant over- or under- recoveries of Standard Offer Service administrative costs occur.

For purposes of calculating the Standard Offer Service Administrative Cost Factor, which is applicable to customers receiving Standard Offer Service, administrative costs associated with arranging Standard Offer Service pursuant to this provision shall include:

- 1. the cost of working capital;
- 2. the administrative costs of complying with the requirements of Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs of creating the environmental disclosure label, and the costs associated with NEPOOL's Generation Information System attributable to Standard Offer Service load;
- 3. the costs associated with the procurement of Standard Offer Service including requests for bids, contract negotiation, and execution and contract administration;
- 4. the costs associated with notifying Standard Offer Service customers of the rates for Standard Offer Service and the costs associated with updating rate change in the Company's billing system; and
- 5. the uncollectible costs associated with the amounts the Company bills for Standard Offer Service supply.

Standard Offer Service Administrative Cost Factors:

Small Customer (Rates A-16, A-60, C-06, S-06, S-10 and S-14) 0.215¢ per kWh Large Customer (Rates G-02, G-32, B-32, X-01) 0.078¢ per kWh

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

THE NARRAGANSETT ELECTRIC COMPANY DISTRIBUTION ADJUSTMENT PROVISION

The Company's distribution rates are subject to adjustment to reflect increases or decreases in the Company's costs, avoided costs, revenue, or revenue requirement resulting from any of the following events as set forth below:

(1) <u>Legislative, Regulatory, Tax and Accounting Changes, and Delivery Bad Debt</u>

For the purpose of this section, the Company shall adjust its distribution rates for increased or decreased costs resulting from any of the following events, if the increase or decrease exceeds \$500,000 ("Threshold") annually as a result of any specified category of events.

- Legislative or Regulatory Changes: Enactment or promulgation of any new or amended federal, state, or local tax laws, regulations, or precedents governing income, revenue, sales, franchise, or property or any new or amended federal, state, or locally imposed fees (but excluding the effects of annual changes in municipal, county and state property tax rates and revaluations); and (ii) Elimination of any existing state or local tax or fee obligations; and (iii) Enactment of any federal or state legislative or regulatory mandates which impose new obligations, duties or undertakings, or remove existing obligations, duties or undertakings which individually decrease or increase the Company's costs, revenue, or revenue requirement.
- (b) Externally Imposed Accounting Rule: If the Financial Accounting Standards Board or the Securities and Exchange Commission requires utilities to implement a new accounting rule that is not being utilized by the Company as of the effective date of this tariff.
- (c) <u>Delivery Bad Debt</u>: The Company shall collect \$5,020,447 of delivery service uncollectible cost (net charge offs) annually through its distribution rates. Annually, the Company will track net charge offs allocable between delivery service and commodity service pursuant to the methodology approved by the Public Utilities Commission ("Commission") in Docket No. R.I.P.U.C. XXXX to determine if there has been an increase in the Company's costs in excess of the Threshold. At the time the Company requests to implement a Distribution Adjustment factor, it must also make a showing that it has continued to implement its collections practices and activities prudently and diligently in demonstration that the higher uncollectibles costs is beyond the Company's control.

(2) Reclassification of Costs

Regulatory cost reallocation results from the reassignment of costs and/or revenues now allocated to generation (e.g., stranded costs), transmission, or distribution functions to or away

THE NARRAGANSETT ELECTRIC COMPANY DISTRIBUTION ADJUSTMENT PROVISION

from the distribution function by the Commission, the Federal Energy Regulatory Commission, the New England Power Pool, the Independent System Operator – New England, or any other official agency having authority over such matters.

Procedure for Adjusting Rates

If the Company incurs any changes in costs, avoided costs, revenue, or revenue requirement in connection with any of the events as defined above that qualify for a Distribution Adjustment, the Company shall file no later than May 15 of the calendar year following such event its request for any such adjustments for review by the Commission. The requested adjustments to rates will take effect on July 1 after receiving the approval of the Commission. The Distribution Adjustments shall be collected from all of the Company's retail delivery service customers on a uniform per kilowatt-hour basis.

On an annual basis, the Company shall reconcile its total Distribution Adjustment amounts to the revenue impact of recovery from or refund to customers through the Distribution Adjustment Factor, and the excess or deficiency, including interest, shall be applied to adjust the subsequent year's Distribution Adjustment Factor.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease and the new Distribution Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

PENSION/OPEB ADJUSTMENT PROVISION

The prices for Retail Delivery Service contained in all the rates of the Company are subject to a Pension/OPEB Adjustment Factor ("POAF") designed to reflect the recovery of the Company's expense recorded on the Company's books of account pursuant to SFAS 87 and SFAS 106 associated with Pension and other post-retirement employee benefits ("OPEB").

The POAF shall recover or refund the prior year's reconciliation of the Company's actual Pension and OPEB expenses to the Company's Pension and OPEB expense allowance included in distribution rates. For purposes of this reconciliation, the Pension and OPEB expense allowance included in base distribution rates shall be \$14,243,640 as approved by the Commission in Docket No. XXXX. The adjustment factor will be computed on an annual basis for the twelve months ended September 30th and will be based on the difference in the Company's actual Pension and OPEB expense for the prior twelve month period ended September 30th and the distribution base rate allowance.

The POAF shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours to be delivered by the Company. For billing purposes, the POAF will be included with the distribution kWh charge on customer's bills.

Each adjustment of the prices under the Company's applicable tariffs shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease and the new POAF. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

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

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID REVENUE DECOUPLING MECHANISM PROVISION

The prices for distribution service contained in all of the tariffs the Company are subject to adjustment to reflect the operation of its Revenue Decoupling Mechanism ("RDM") in accordance with its Revenue Decoupling Ratemaking Plan ("RDR Plan").

The Company's RDM shall consist of two components: (1) the level of Annual Target Revenue ("ATR") reflected in its distribution rates for the historic calendar year; and (2) the RDR Plan Adjustment Revenue. The Company shall submit a filing by November 1 of each year ("RDR Plan Filing"), in which the Company shall propose an adjustment to distribution rates to reflect (1) the reconciliation between its ATR and billed distribution revenue; and (2) the RDR Plan Revenue Adjustment to be billed to customers in the upcoming calendar year. This adjustment to distribution rates will be the RDR Plan Adjustment Factor to be in effect for the twelve months beginning January 1.

I. Determination of ATR

The ATR for each rate class shall consist of the following components: (1) the class-specific revenue requirement as approved by the Commission in R.I.P.U.C. Docket No. XXXX, unless otherwise adjusted and approved by the Commission; (2) the prior calendar year's RDR Plan Revenue Reconciliation amount; and (3) the RDR Plan Revenue Adjustment.

A. Rate Class Revenue Requirements

The rate class-specific revenue requirements from the Company's distribution rate case approved by the Commission in Docket No. XXXX are as follows:

Rate A-16/A-60	\$155,718,000
Rate C-06	\$29,277,000
Rate G-02	\$41,448,000
Rate G-32/B-32	\$46,467,000
Rate X-01	\$1,049,000
Streetlighting	\$14,813,000
Total	\$288,772,000

B. RDR Plan Revenue Reconciliation

The RDR Plan Revenue Reconciliation amount reflected in the ATR shall relate to the prior calendar year and shall be equal to the difference (either positive or negative) between the actual billed distribution revenue and the ATR for the same year. Billed distribution revenue shall include amounts the Company has billed during the applicable calendar year for customer charges, distribution demand charges, distribution energy charges, Second Feeder Service charges, and any other charges or discounts that the Company records as distribution revenue and is on an equivalent basis as the revenue requirement approved by the Commission in Docket No. XXXX, along with the RDR Plan Adjustment Factor approved by the Commission and billed during the calendar year. Since the Company's RDR Plan Filing occurs prior to the end of the calendar year, the RDR Plan Revenue Reconciliation will reflect estimated amounts for billed distribution revenue and ATR, however these estimated amounts will be replaced with and reconciled to actual amounts in the subsequent RDR Plan Filing. The amount of over- or underrecovery resulting from the RDR Plan Revenue Reconciliation shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours deliveries for the following calendar year.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID REVENUE DECOUPLING MECHANISM PROVISION

The RDR Plan Revenue Adjustment shall be a component of ATR only after the Company obtains actual amounts for the applicable calendar year. The RDR Plan Revenue Adjustment is defined below.

II. RDR Plan Revenue Adjustment

The RDR Plan Revenue Adjustment shall consist of three components as defined below.

A. <u>Net Inflation Adjustment</u>

The Company shall adjust annually its "Net Operating Expenses Subject to Inflation" (as defined below) by an index representing inflation less a productivity offset representing customers' share of operating efficiencies ("Net Inflation Adjustment"). Inflation shall be measured as the change in the four-quarter average of the Gross Domestic Product Price Index ("GDP-PI") for the year ending June in the year of filing and the four-quarter average of the GDP-PI for the year ending June of the calendar year prior to the year of filing. The change shall be reflected as a percentage. The productivity offset shall be 0.5% and shall be deducted from the change in the GDP-PI and shall be fixed until the Company's next general distribution rate filing. The Net Inflation Adjustment as calculated above shall be applicable to the following calendar year. The Company shall allocate the Net Inflation Adjustment to its rate classes based on the allocator for overall O&M as determined in its distribution rate case in Docket No. XXXX. The amount of Net Inflation Adjustment by rate class shall then be converted to a per kilowatt-hour factor for each rate class based on the estimated kilowatt-hours deliveries for the applicable rate class for the following calendar year.

The term "Net Operating Expenses Subject to Inflation" is equal to \$148,570,000, as approved by the Commission in Docket No. XXXX.

B. <u>Current Year Net Capital Expenditure ("CapEx") Adjustment</u>

The Company shall adjust its distribution rates annually for the upcoming, or current, calendar year to reflect Current Year Net CapEx, which shall be deemed to be 75 percent of the average level of actual annual Net CapEx (as defined below) for the prior two years, and will be applicable to the following calendar year. The adjustment shall represent the incremental revenue requirement determined necessary to fund the Current Year Net CapEx and shall be subject to reconciliation based on actual capital investment during the applicable calendar year as a component of the subsequent year's Cumulative Net CapEx Adjustment as described in C. below. The Company shall allocate the Current Net CapEx Adjustment to its rate classes based on a rate base allocator as determined in its distribution rate case in Docket No. XXXX. The amount of Current Year Net CapEx Adjustment by rate class shall then be converted to a per kilowatt-hour factor for each rate class based on the estimated kilowatt-hours deliveries for the applicable rate class for the following calendar year.

The term "Net CapEx" means the total capital spending of the Company for a given calendar year, less the change in construction work in progress.

C. Cumulative Net Capital Expenditure Adjustment

The Company shall adjust its distribution rates for the upcoming calendar year to reflect the

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID REVENUE DECOUPLING MECHANISM PROVISION

Cumulative Net CapEx Adjustment, which shall represent the cumulative actual Net CapEx incurred by the Company and as included in the annual RDR Plan Reconciliation process. This amount shall represent the incremental revenue requirement determined necessary to fund the Cumulative Net CapEx. The Company shall allocate the Cumulative Net CapEx Adjustment to its rate classes based on a rate base allocator determined in its distribution rate case in Docket No. XXXX. The amount of Cumulative Net CapEx Adjustment by rate class shall then be converted to a per kilowatt-hour factor for each rate class based on the estimated kilowatt-hours deliveries for the applicable rate class for the following calendar year.

III. RDR Plan Adjustment Factor

The RDR Plan Adjustment Factor shall be effective for consumption on and after January 1 of each year and will be included with each rate class' distribution energy charge for billing purposes.

IV. <u>Interim RDR Plan Adjustments</u>

If at any time during the year, the total of cumulative distribution revenue excess/shortfall for the Company in total is 10% above or below the Company's ATR, the Company may petition the Commission for an interim adjustment prior to its next scheduled RDR Plan Filing.

V. <u>Capital Investment Filing</u>

By July 1 of each year, the Company shall submit to the Commission a report of its capital investment spending for the prior two fiscal years ending March 31 of the same year. This report shall contain sufficient information to allow the Commission to review the Company's actual capital expenditures for the purposes of determining the Company's ATR and in support of the Company's Current Year Net CapEx Adjustment.

VI. Adjustments to Rates

Each adjustment of the prices under the Company's applicable tariffs shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease and the new RDR Plan Adjustment Factor. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

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

THE NARRAGANSETT ELECTRIC COMPANY INSPECTION AND MAINTENANCE COST ADJUSTMENT PROVISION

The prices contained in all of the tariffs of the Company are subject to adjustment to reflect the incremental costs associated with the Company's Inspection and Maintenance ("I&M") Program ("Program"), the parameters of which were approved by the Rhode Island Public Utilities Commission ("Commission") in R.I.P.U.C. Docket No. XXXX. The program is designed to provide a comprehensive inspection program for both distribution and subtransmission overhead and underground line assets, including visual, aerial, and infrared inspections and elevated voltage testing.

The Company shall recover the I&M Program costs in excess of \$4,146,635 million ("Threshold") annually through the I&M Cost Adjustment Factor. On an annual basis, the Company will track and record its actual I&M Program costs to determine if the Company has incurred I&M inspection costs in excess of the Threshold. The Company shall file no later than May 15 of each year a report reflecting the prior year's actual I&M Program costs, including a calculation of the adjustment to the I&M Cost Adjustment Factor, if any, for the prior year to reflect the amounts incurred above the Threshold for that year. Adjustments to the I&M Cost Adjustment Factor are subject to the review of the Commission, and adjustments to rates will take effect on July 1.

The I&M Cost Adjustment Factor shall be collected from all of the Company's retail delivery service customers on a uniform per kilowatt-hour basis and shall be included with the distribution kWh charge for billing purposes.

On an annual basis, the Company shall reconcile the amount of the adjustment associated with the difference between I&M Program costs and the Threshold with the revenue billed to customers through the I&M Cost Adjustment Factor. The excess or deficiency, including interest at the rate applied to customer deposits, shall be used to adjust the subsequent year's I&M Cost Adjustment Factor.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease and the new I&M Cost Adjustment Factor. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

OFF CYCLE METER READ FOR SWITCH OF SUPPLIER

Availability of Service

An Off Cycle Meter Read under this provision is available to customers receiving metered retail delivery service from Narragansett Electric Company("Narragansett" or "Company") under the Company's Rate G-32, 200 kW Demand Rate 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.

<u>Description of Service</u>

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

Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer \$84.19

Non-telemetered Customer \$114.52

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.

OPTIONAL INTERVAL DATA SERVICE

Availability of Service

Service is available under this tariff for nonresidential customers receiving service under Narragansett Electric Company's ("Narragansett") or "The Company") Optional Enhanced Metering Service, and customers receiving metered retail delivery service from Narragansett who have a Company-owned interval data recorder ("IDR") installed at their facilities.

Fees:

Under this provision, the fees for this service will vary depending upon the number of accounts and frequency of requests for interval data. Access is available to the customer or its authorized agent.

One-Time Request of Interval Data:

Initial request covering a single calendar year No Charge

Subsequent request within same calendar year

Single retail delivery service account \$83.00

Additional retail delivery service account

requested same time \$6.41 per account

Fees will be prorated for customer requests which include interval data which has been provided previously in response to an earlier request for data service.

Subscription service for Interval Data over the Internet:

The Company may offer subscriptions to eligible customers for access to interval data through an Internet account which is available for the customer's use. Fees for this service are provided below. The minimum contract length is one year. The availability of this service will be subject to the Company's ability to render such service.

Single retail delivery service account \$154.00

Additional retail delivery service account

Requested at the same time \$76.89 per account

OPTIONAL ENHANCED METERING SERVICE

Availability of Service

Enhanced metering service under this provision is available to nonresidential customers receiving metered retail delivery service from Narragansett Electric Company ("Narragansett" or "the Company"). The availability of these services will be subject to the Company's ability to render such service.

<u>Service Option 1</u>: Complete Service

Under this service option, the Company will provide equipment at the customer's facility which will allow for periodic readings of the customer's load through telephone lines. The Company will install, own and maintain the equipment in service. The customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. Narragansett will store load information on the meter for a period of 35 days and will read the meters daily.

Fees for Service Option 1:

The customer has the choice of a single payment or a monthly fee.

Monthly fee Single Payment

\$7.08 \$342.15

Service Option 2: Pulse Service

Customers who wish to connect their own load recording equipment or equipment provided by their authorized representative to the Company's meter may elect this option. Narragansett will provide a pulse interface device through which the customer can access meter data. The customer, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

OPTIONAL ENHANCED METERING SERVICE

Fees for Service Option 2:

The customer has the choice of a single payment or a monthly fee.

Monthly fee Single Payment

\$3.65 \$176.28

Additional Services

Customers who elect Service Option 1, Complete Service, may request additional services as described below. The fees for these services are in addition to the fees described above. The availability of these services will be subject to the Company's ability to render such service.

Power Outage Reporting

The Company will notify the customer's designee within one hour after the occurrence that the customer's power is out and provide confirmation that the customer outage has been logged into the Company outage reporting network. Notification may be by phone, fax, or e-mail.

Monthly Fee: \$22.00

Peak Consumption Notification (Demand Overload)

Under this service, the customer will select a threshold for kW or kVA demand. The Company will notify the customer or its designee within one hour after the threshold is exceeded. Notification may be by phone, fax or e-mail.

Monthly Fee: \$26.00

OPTIONAL ENHANCED METERING SERVICE

Read on Appointment (Autoread)

Under this service, the customer may request specific dates and times for the Company to read its meter and the Company may bill the customer based on these readings.

Monthly Fee: \$33.00 per occurrence: \$85.00

Read on Request

The Company will obtain meter readings within one hour of receiving a request from a participating customer. The Company may provide the meter reading to the customer's designee by phone, fax or e-mail.

Monthly Fee: \$33.00 per occurrence: \$85.00

Advanced Meter Information Read on Demand

The Company will provide power quality data to the customer or its authorized designee by fax or e-mail attachment.

Monthly Fee: \$33.00 per occurrence: \$85.00

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

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

Service Connection

1. The Customer shall wire to the point designated by the Company, at which point the Company will connect its facilities. In addition, the Customer's facilities shall comply with any reasonable construction and equipment standards required by the Company for safe, reliable, and cost efficient service.

Application for Service

2. Application for new service or alteration to an existing service should be made as far in advance as possible to assure time for engineering, ordering of material, and construction. Upon the Company's reasonable request, the Customer shall provide to the Company all data and plans reasonably needed to process this application.

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

3. The Company shall construct or install overhead or underground distribution facilities or other equipment determined by the Company to be appropriate under the following policies: Line Extension Policy for Residential Developments, Line Extension Policy for Individual Residential Customers, and Line Extension and Construction Advance Policy for Commercial, Industrial and 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 these the Company's costs of reasonably meeting the request.

Acquisition of Necessary Permits

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

Service to "Out-Building"

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

Customer Furnished Equipment

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

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

Up-Keep of Customer Equipment

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

Installation of Meters

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

Unauthorized and Unmetered Use

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

Definition of Month

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

Payment Due Date -- Interest Charge

13. All bills shall be due and payable upon receipt. Bills rendered to customers, other than individually metered residential customers, on which payment has not been received by the "Avoid Interest Date" as shown on the bill, shall bear interest, at the rate of 1½% per month on any unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment. The "Avoid Interest Date" corresponds to the next normal bill preparation date. Bills disputed in good faith by a Customer will not be subject to the late payment charge until after the dispute is resolved.

Customer payment responsibilities with their nonregulated power producer will be governed by

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

Returned Check Fee

14. A \$15.00 Fee shall be charged to the Customer for each check presented to the Company that is not honored by the financial institution. This fee shall be applicable only where the check has been dishonored after being deposited for a second time.

Seasonal Customers

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

Deposit and Security

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

Payments for Line Extensions

17. The Company may require a Customer to pay for all or a portion of the cost of extending or installing poles, distribution lines, or equipment to the Customer's home, premises or facility, consistent with the terms of the Company's "Line Extension and Construction Advance Policies" on file with the Commission.

18. Lighting Service Charge

The Company may assess a Lighting Service Charge of \$130.00 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 PUC 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 \$38.00 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, basic or standard offer service rates.

<u>Limitation of Liability for Service Problems</u>

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.

<u>Limitation on Use of Electricity - Auxiliary & Temporary Local Distribution Service</u>

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 therefrom at the applicable rates will, in the opinion of the Company, be insufficient to warrant

such expenditures, the Company may require a Customer to guarantee a minimum annual payment or commitment for a term of years, or to pay the whole or a part of the cost of such equipment.

Fluctuating Load & Harmonic Distortion

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.

Customer Notice and Right to Appeal

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

Effective July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY **Basic Residential Rate** (A-16)

Retail Delivery Service

R.I.P.U.C. No. 2023

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$5.50
Non-Bypassable Transition Charge per kWh	0.235¢
Transmission Charge per kWh	1.630¢
Distribution Charge per kWh	4.199¢
Minimum Charge per month	\$5.50
Conservation and Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

Last Resort per kWh per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

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

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

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

MONTHLY CHARGE

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the Last Resort Service tariff.

MINIMUM CHARGE

The minimum charge per month is the Customer Charge.

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

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

Effective July 1, 2009

R.I.P.U.C. No. 2024

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Non-Bypassable Transition Charge per kWh 0.235¢

<u>Transmission Charge per kWh</u> 1.630¢

<u>Distribution Charges per kWh</u> 2.650¢

Conservation and Load Management Adjustment per kWh 0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

<u>Standard Offer per kWh</u> per Standard Offer Service tariff

<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

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

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

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

MONTHLY CHARGE

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

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

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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.

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 **C&I Back-Up Service Rate** (B-32)

Effective July 1, 2009

Retail Delivery Service

R.I.P.U.C. No. 2025

Monthly Charge As Adjusted

Rates for Retail Delivery Service	Rates for Back-Up Service	Rates for Supplemental Service		
Customer Charge per month	\$980.00	n/a		
Transmission Charge per kW	n/a	\$2.28		
Distribution Charge per kW in excess of 200 kW	\$5.11	\$2.50		
Transmission Charge per kWh	n/a	0.621¢		
Distribution Charge per kWh	n/a	0.840¢		
Non-Bypassable Transition Charge per kWh	n/a	0.235¢		
C&LM Adjustment per kWh	n/a	0.350¢		
Rates for Standard Offer Service or Last Resort Service (Optional)				
Standard Offer per kWh	n/a	per Standard Offer Service tariff		
Last Resort per kWh	n/a	per Last Resort Service tariff		

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

Other Rate Clauses apply as usual.

THE NARRAGANSETT ELECTRIC COMPANY **C&I BACK-UP SERVICE RATE** (B-32) RETAIL DELIVERY SERVICE

AVAILABILITY

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

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

Electric delivery service under this rate is applicable to customers with a facility demand of 25 kilowatts or more

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 RENEWABLE ON-SITE GENERATION

Customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation shall be exempt from the backup rates.

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.

THE NARRAGANSETT ELECTRIC COMPANY **C&I BACK-UP SERVICE RATE** (B-32) RETAIL DELIVERY SERVICE

DETERMINATION OF BILLING DEMAND FOR BILLING SUPPLEMENTAL AND BACK-UP DEMAND CHARGES

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

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

BACK-UP RETAIL DELIVERY SERVICE

a) Rates for Back-Up Retail Delivery Service

Customer Charge per month see cover sheet

Distribution Charge per kW see cover sheet

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

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

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

PEAK AND OFF-PEAK PERIODS

PEAK HOURS: June - September -- 8 a.m. - 10 p.m. Weekdays,

December - February -- 7 a.m. - 10 p.m. Weekdays

October – November and

March - May -- 8 a.m. - 9 p.m. Weekdays

THE NARRAGANSETT ELECTRIC COMPANY **C&I BACK-UP SERVICE RATE** (B-32) RETAIL DELIVERY SERVICE

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 cover sheet

<u>Distribution Charge per kW in excess of 200 kW</u> see cover sheet

<u>Distribution Charge per kWh</u> see cover sheet

Non-Bypassable Transition Charge per kWh see cover sheet

b) Assessment of Kilowatthour Charges

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

For purposes of billing kWh charges for Standard Offer Service, Last Resort Service, Non-Bypassable Transition service and Conservation and Load Management, Customers will be billed on actual kWh delivered by the Company.

c) Determination of Kilowatt Demand

The Supplemental Service Demand for each month shall be the Billing Demand in excess of the Back-up Service 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

THE NARRAGANSETT ELECTRIC COMPANY **C&I BACK-UP SERVICE RATE** (B-32) RETAIL DELIVERY SERVICE

distribution system based on the lower agreed-upon demand. This equipment can not adversely affect the operation of the Company's distribution system or service to other customers. Such interruptible Back-Up Service shall be negotiated by the Customer and the Company under a separate contract which shall be specific to an individual customer's circumstances.

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

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

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

THE NARRAGANSETT ELECTRIC COMPANY **C&I BACK-UP SERVICE RATE** (B-32) RETAIL DELIVERY SERVICE

Inspection and Maintenance Cost Adjustment Provision

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

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the 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 of 52 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.50 per kilowatt of the billing demand for such month shall also be allowed if the Customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

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

THE NARRAGANSETT ELECTRIC COMPANY **C&I BACK-UP SERVICE RATE** (B-32) RETAIL DELIVERY SERVICE

HIGH-VOLTAGE METERING ADJUSTMENT

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

SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.50 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.52 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY Small C&I Rate (C-06) Retail Delivery Service

R.I.P.U.C. No. 2026

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$10.00
Unmetered Charge per month	\$5.00
Non-Bypassable Transition Charge per kWh	0.235¢
Transmission Charge per kWh	1.640¢
<u>Distribution Charge per kWh</u>	4.183¢
Conservation and Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh	per	Stand	ard	Offer	Service	tariff

<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

MONTHLY CHARGE

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the Last Resort Service tariff.

MINIMUM CHARGE

Metered Service: \$10.00 per month.
Unmetered Service: \$5.00 per month.

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

UNMETERED ELECTRIC SERVICE

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

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

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY General C&I Rate (G-02) Retail Delivery Service

R.I.P.U.C. No. 2027

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$125.00
Transmission Charge per kW	\$2.29
Distribution Charge per kW in excess of 10 kW	\$4.50
Non-Bypassable Transition Charge per kWh	0.235¢
Transmission Charge per kWh	0.725¢
Distribution Charge per kWh	0.917¢
Conservation and Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh	per S	Standard	Offer :	Service	tariff

<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

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

MONTHLY CHARGE

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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.

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

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 kWh, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission per kWh will be increased by 20% during any such period.

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer takes delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 52 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

HIGH-VOLTAGE METERING ADJUSTMENT

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

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

Retail Delivery Service

R.I.P.U.C. No. 2028

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$980.00
Transmission Charge per kW	\$2.28
Distribution Charge per kW in excess of 200 kW	\$2.50
Non-Bypassable Transition Charge per kWh	0.235¢
Transmission Charge per kWh	0.621¢
Distribution Charge per kWh	0.840¢
Conservation and Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh	er Star	ndard	Offer	Serv	rice t	ariff
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<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

AVAILABILITY

Electric delivery service shall be taken under this rate for all purposes by any customer who is placed on the rate by the Company in accordance with this paragraph. The Company shall place on this rate any customer who has a 12-month average Demand of 200 kW or greater for 3 consecutive months as soon as practicable.

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

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

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

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

MONTHLY CHARGE

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

PEAK OFF-PEAK PERIODS

PEAK HOURS: June - September -- 8 a.m. - 10 p.m. Weekdays,

December - February -- 7 a.m. - 10 p.m. Weekdays

 $October-November\ and$

March - May -- 8 a.m. - 9 p.m. Weekdays

OFF-PEAK HOURS: All other hours

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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 in such month during Peak hours as measured in kilowatts.
- b) 90% of the greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilovolt-amperes.
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

OPTIONAL DETERMINATION OF DEMAND

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

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer takes delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 52 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.50 per kilowatt of the billing demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

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

HIGH-VOLTAGE METERING ADJUSTMENT

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

SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.50 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.52 per 90% of KVA of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

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

Effective July 1, 2009

Retail Delivery Service

R.I.P.U.C. No. 2029

Monthly Charge as Adjusted

Rates for Retail Delivery Service

<u>Luminaire and Standard Charge</u> See tariff

<u>Transmission Charge per kWh</u> 1.074¢

Non-Bypassable Transition Charge per kWh 0.235¢

Conservation and Load Management Adjustment per kWh 0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

<u>Standard Offer Service per kWh</u> per Standard Offer Service tariff

<u>Last Resort Service per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

AVAILABILITY

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

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

facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.

I. DECORATIVE STREET AND AREA LIGHTING - FULL SERVICE

RATE

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

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

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

Lamp Type Luminaire Type Luminaire Style	Lumen <u>Rating</u>	Nomina <u>Wattag</u>	-	Annual <u>kWh</u>	Annual Luminaire Charge per Unit
High Pressure Sodium V	/apor				
Decorative Post Top					
Traditional	4,000	50	DEC HPS TR 50W	255	\$155.49
Traditional	9,600	100	DEC HPS TR 100W	493	156.80
Aspen Grove	4,000	50	DEC HPS AG 50W	255	239.39
Aspen Grove	9,600	100	DEC HPS AG 100W	493	241.52
Williamsville	4,000	50	DEC HPS WL 50W	255	269.63
Williamsville	9,600	100	DEC HPS WL 100W	493	273.09
Decorative Post Top - T					
Traditional	4,000	50	DEC HPS TR-TW 50W	510	334.84
Traditional	9,600	100	DEC HPS TR-TW 100W	986	337.49
Aspen Grove	4,000	50	DEC HPS AG-TW 50W	510	502.64
Aspen Grove	9,600	100	DEC HPS AG-TW 100W	986	506.93
Williamsville	4,000	50	DEC HPS WL-TW 50W	510	563.13
Williamsville	9,600	100	DEC HPS WL-TW 100W	986	570.08

2. Support and Accessory Charges:

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

		Annual
Service Type		Support
Support Type		Charge
Standard Style	<u>Description</u>	per Unit

Underground Service

Decorative Standard

Villager with FoundationDEC VILL PT/FDN\$607.38Washington with FoundationDEC WASH PT/FDN631.69

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 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

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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.

2. Energy Charges

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

Monthly Operating Hours

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

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

FAILURE OF LIGHTS TO OPERATE

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

LOCATION OF DECORATIVE STREET AND AREA LIGHTS

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

RELOCATION OF DECORATIVE LIGHTING FACILITIES

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

DISCLAIMER OF LIABILITY

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

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

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

TERM OF AGREEMENT

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

Limited Service - Private Lighting (S-10)

Retail Delivery Service

R.I.P.U.C. No. 2030

Monthly Charge As Adjusted

Rates for Retail Delivery Services

<u>Luminaire and Standard Charge</u>	See tariff
Transmission Charge per kWh	1.074¢
Non-Bypassable Transition Charge per kWh	0.235¢
Conservation & Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer Service per kWh	per Standard Offer Service tariff
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Last Resort Service per kWh per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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.
- The management of vegetation and/or other adjacent physical conditions which obstruct the normal distribution of light from the specified street and area lighting facilities is the responsibility of the Customer.
- 7. At the request of the Customer, the Company shall take reasonable actions to procure and install the necessary ancillary equipment, including but not limited to shields, visors, louvers and protective devices, for the purpose of providing special control of light distribution or vandal prevention of the facilities, provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.
- 8. Customers receiving private area lighting service under this rate may request the addition, change or replacement of lighting facilities at the existing service location with facilities available as of the effective date of this tariff. The Company shall take reasonable actions to facilitate the Customer's request following all applicable provisions of this tariff.

RATE

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

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

Lamp Type	<u>Charges</u> .				Annual Luminaire
Luminaire Type		Nominal		Annual	Charge
	Rating	Wattage	<u>Description</u>	<u>kWh</u>	Per Unit
Incandescent*					
Roadway					
	1,000*	105	LUM INC RWY 105W	438	\$113.42
Mercury Vapor*					
Roadway					
	4,400*	100	LUM MV RWY 100W	543	113.42
	8,500*	175	LUM MV RWY 175W	881	117.08
	23,000*	400	LUM MV RWY 400W	1,991	123.07
	63,000*	1,000	LUM MV RWY 1000W	4,572	163.46
Floodlight					
	23,000*	400	LUM MV FLD 400W	1,991	146.46
	63,000*	1,000	LUM MV FLD 1000W	4,572	181.37
High Pressure Sodi	um Vapor				
Roadway	_				
	4,000	50	LUM HPS RWY 50W	255	113.42
	6,300	70	LUM HPS RWY 70W	359	113.84
	9,600	100	LUM HPS RWY 100W	493	117.08
	16,000	150	LUM HPS RWY 150W	722	106.50
	27,500	250	LUM HPS RWY 250W	1,269	123.07
	50,000	400	LUM HPS RWY 400W	1,962	163.46
Wallighter					
	27,500 (24 hr)	250	WALL HPS 250W 24 HR	2,663	249.76
Floodlight					
	27,500	250	LUM HPS FLD 250W	1,269	146.46
	50,000	400	LUM HPS FLD 400W	1,962	181.37
Post Top					
	4,000*	50	LUM HPS POST 50W	255	155.49
	9,600*	100	LUM HPS POST 100W	493	156.80
Shoebox					
	9,600*	100	LUM HPS REC 100W-C1	493	150.71
Metal Halide					
Floodlight					
	32,000	400	LUM MH FLD 400W	1,883	181.37
	107,800*	1,000	LUM MH FLD 1000W	4,502	198.01

RATE (Continued)

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

2. Support and Accessory Charge

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

•		Annual
Service Type		Support Charge
	Description	•
Support Type	<u>Description</u>	Per Unit
Overhead Service		
Non-Distribution Pole		
Wood Pole	POLE-WOOD	\$127.05
Underground Service		
Non-Metallic Standard		
Fiberglass without Foundation*	POLE FIBR PT EMB<25	172.63
Fiberglass with Foundation <25 ft.	POLE FIBER RWY <25'	265.92
Fiberglass with Foundation =>25 ft.	POLE FIBER RWY =>25	247.10
Metallic Standard		
Metallic with Foundation	POLE METAL =>25FT	497.27

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 charges are assessed where the Company is requested by the Customer to provide an individual site visit for the purpose of; investigation and determination of operational malfunction, preventative or proactive maintenance to address vandalism or lighting control, the performance of other specified services, or other such actions which, unless requested by the Customer would otherwise have not been warranted. A charge will not be assessed if, in the sole discretion of the Company, the conditions which created the need for the Customer request were determined to be the result of the Company facilities or systems. Applicable fees are assessed on a regular billing schedule based on the terms and conditions of the agreement or license from which they are specified.

Fee or Charge Type

Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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. <u>Energy Charges</u>

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

Monthly Operating Hours

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

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

FAILURE OF LIGHTS TO OPERATE

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

case the necessary repairs are made with reasonable dispatch upon notification by the Customer.

LOCATION OF STREET AND AREA LIGHTS

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

RELOCATION OF LIGHTING FACILITIES

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

DISCLAIMER OF LIABILITY

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

TERM OF AGREEMENT

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY General Street and Area Lighting Service (S-14) Retail Delivery Service

R.I.P.U.C. No. 2031

Monthly Charge As Adjusted

The following energy-related charges are for the General Street and Area Lighting – Full Service as shown in Section I below.

Rates for Retail Delivery Services

Luminaire And Standard Charge	See tariff
Transmission Charge per kWh	1.074¢
Non-Bypassable Transition Charge per kWh	0.235¢
Conservation & Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer Service per kWh	per Standard Offer Service tariff
•	•

<u>Last Resort Service per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

THE NARRAGANSETT ELECTRIC COMPANY 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 further described below.

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

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

I. GENERAL STREET AND AREA LIGHTING - FULL SERVICE

RATE

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

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

Lamp Type	Lumen	Nominal		Annual	Annual Luminaire
<u>Luminaire Type</u>					Charge
	<u>Rating</u>	<u>Wattage</u>	<u>Description</u>	<u>kWh</u>	Per Unit
I					
Incandescent*					
Roadway	1,000*	105	LUM INC RWY 105W	438	\$113.42
	,				
	2,500*	205	LUM INC RWY 205W	856	113.42
Mercury Vapor*					
Roadway					
	4,400*	100	LUM MV RWY 100W	543	113.42
	8,500*	175	LUM MV RWY 175W	881	117.08
	13,000*	250	LUM MV RWY 250W	1,282	117.08
	23,000*	400	LUM MV RWY 400W	1,991	123.07
	63,000*	1,000	LUM MV RWY 1000W	4,572	163.46
Floodlight					
-	23,000*	400	LUM MV FLD 400W	1,991	146.46
	63,000*	1,000	LUM MV FLD 1000W	4,572	181.37
Post Top					
•	8,500*	175	LUM MV POST 175W	881	156.80
Metal Halide					
Floodlight					
	32,000	400	LUM MH FLD 400W	1,883	181.37
	107,800*	1,000	LUM MH FLD 1000W	4,502	198.01
	*	*		*	

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

RATE (Continued)

Lamp Type					Annual Luminaire
Luminaire Type	Lumen	Nominal		Annual	Charge
	Rating	Wattage	<u>Description</u>	<u>kWh</u>	Per Unit
High Pressure Sodium	<u>Vapor</u>				
Roadway					
	4,000	50	LUM HPS RWY 50W	255	\$113.42
	6,300	70	LUM HPS RWY 70W	359	113.84
	9,600	100	LUM HPS RWY 100W	493	117.08
	16,000	150	LUM HPS RWY 150W	722	106.50
	27,500	250	LUM HPS RWY 250W	1,269	123.07
	50,000	400	LUM HPS RWY 400W	1,962	163.46
Wallighter					
27,	500 (24 Hr)	250 V	WALL HPS 250W 24 HR	2,663	249.76
Post Top					
-	4,000**	50	LUM HPS POST 50W	255	155.49
	9,600**	100	LUM HPS POST 100W	493	156.80
Floodlight					
C	27,500	250	LUM HPS FLD 250W	1,269	146.46
	50,000	400	LUM HPS FLD 400W	1,962	181.37

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

2. Support and Accessory Charges:

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

^{**} 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.

RATE (Continued)

Service Type Support Type	<u>Description</u>	Annual Support Charge <u>Per Unit</u>
Overhead Service		
Non-Distribution Pole		
Wood Pole	POLE-WOOD	\$127.05
<u>Underground Service</u> Non-Metallic Standard		
Fiberglass without Foundation*	POLE FIBR PT EMB<25	172.63
Fiberglass with Foundation <25 feet	POLE FIBER PT <25'	265.92
-	(Or) POLE FIBER RWY<25'	265.92
Fiberglass with Foundation =>25 feet	POLE FIBER RWY =>25	247.10
Metallic Standard Metallic Direct Embedded (No Fdn.)* Metallic with Foundation	POLE METAL EMBEDDED POLE METAL =>25FT	265.92 497.27

^{*} 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 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

<u>Transmission Service Charge Adjustment</u>

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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 monthly bill will be based on the following:

1. <u>Facility Charges</u>

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. <u>Energy Charges</u>

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

Monthly Operating Hours

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

3. 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.

Fee or Charge Type

Charge Amount

Lighting Service Charge

See Terms and Conditions for Distribution Service

DISCLAIMER OF LIABILITY

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

EXCESSIVE DAMAGE

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

ATTACHMENTS

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

RELAMPING

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

FAILURE OF LIGHTS TO OPERATE

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

LOCATION OF STREET AND AREA LIGHTS

The Customer bears sole responsibility for determining where street and area lights will be placed and the type of lamp/luminaire used at each location. The Company bears no responsibility for, and makes no representations or warranties concerning, the locations and lamps/luminaires selected by the Customer or the adequacy of the 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 reconfiguration costs to maintain all other active lights.

RELOCATION OF LIGHTING FACILITIES

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

represented prior to relocation.

TERM OF AGREEMENT

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

TERMS AND CONDITIONS

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

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

RATE

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

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

					Annual Temporary
Lamp Type					Turn Off
<u>Luminaire Type</u>	Lumen	Nominal		Annual	Charge
	Rating	<u>Wattage</u>	<u>Description</u>	<u>kWh</u>	per Unit
Incandescent					
Roadway					
	1,000	105	LUM INC RWY 105WTT		\$68.05
	2,500	205	LUM INC RWY 205WTT	n/a	68.05
Mercury Vapor					
Roadway					
	4,400	100	LUM MV RWY 100W TT	n/a	68.05
	8,500	175	LUM MV RWY 175W TT	n/a	70.25
	13,000	250	LUM MV RWY 250W TT	n/a	70.25
	23,000	400	LUM MV RWY 400W TT	n/a	73.84
	63,000	1,000	LUM MV RWY 1000WT	Γ n/a	98.08

RATE (Continued)

KATE (Continued)					Annual
Lamp Type Luminaire Typ	<u>e</u> Lumen <u>Rating</u>	Nominal <u>Wattage</u>	<u>Description</u>	Annual <u>kWh</u>	Temporary Turn Off Charge per Unit
Mercury Vapor (Con	tinued)				
Floodlight					
	23,000	400	LUM MV FLD 400W TT	n/a	\$87.88
	63,000	1,000	LUM MV FLD 1000WTT	n/a	108.82
Post Top					
	8,500	175	LUM MV POST 175W TT	n/a	94.08
Metal Halide Floodlight	32,000	400	LUM MH FLD 400W TT	n/a	108.82
	107,800	1,000	LUM MH FLD 1000W TT		118.81
	107,800	1,000	LOW WITTED 1000W 11	11/ a	110.01
High Pressure Sodiur	n Vanor				
Roadway	п тирог				
110 44 11 41	4,000	50	LUM HPS RWY 50W TT	n/a	68.05
	6,300	70	LUM HPS RWY 70W TT	n/a	68.30
	9,600	100	LUM HPS RWY 100W TT		70.25
	16,000	150	LUM HPS RWY 150W T		63.90
	27,500	250	LUM HPS RWY 250W T		73.84
	50,000	400	LUM HPS RWY 400W T		98.08
Wallighter	30,000	400	LOWINS KW 1 400W 1	1 11/a	90.00
	27,500 (24 Hr)	250	WALL HPS 250W 24 TT	n/a	149.86
Post Top	27,300 (24 111)	230	WALL III 3 230 W 24 11	11/ a	149.00
Tost Top	4,000	50	LUM HPS POST 50W TT	n/a	93.29
	9,600	100	LUM HPS POST 100W T		94.08
Floodlight	2,000	100	Lewin 51 oou 1	1 11/α	74.00
Tioodiight	27,500	250	LUM HPS FLD 250W TT	n/a	87.88
	50,000	400	LUM HPS FLD 400W TT	n/a	108.82
	50,000	400	LOWING TED 400 W 11	11/α	100.02
2. Support and .	Accessory Char	ges.			
z. <u>support una r</u>	recessory enar	<u>505.</u>			Annual
					Temporary
					Turn Off
					Support
Service Type					Charge
Support Type	<u>.</u>		Description		per Unit
<u>Support Type</u>	<u> </u>		<u>Bescription</u>		per eme
Overhead Service					
Non-Distribution Pole					
Wood Pole			POLE – WOOD TEMPOR	F	\$127.05

RATE (Continued

Service Type	Description	Annual Temporary Turn Off Support Charge
Support Type	<u>Description</u>	<u>per Unit</u>
<u>Underground Service</u> Non-Metallic Standard		
Fiberglass without Foundation	POLE FIBR EMB<25TT	\$172.63
Fiberglass with Foundation < 25 ft.	POLE FIBER PT <25TT	265.92
	(Or) POLE FIBER RWY <25TT	265.92
Fiberglass with Foundation =>25 ft.	POLE FIBER RWY =>25TT	247.10
Metallic Standard		
Metallic Direct Embedded (No Fdn.)	POLE METAL EMB TT	265.92
Metallic with Foundation	POLE METAL=>25' TT	497.27

3. Other Fees and Charges:

<u>Fee or Charge Type</u> <u>Charge Amount</u>

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

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

CREW PROTECTION

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

REINSTATEMENT OF GENERAL STREET AND AREA LIGHTING – FULL SERVICE

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

TERM OF SERVICE

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

Electric Propulsion Rate (X-01)

High Voltage Delivery Service

R.I.P.U.C. No. 2032

Monthly Charge As Adjusted

Rates for High Voltage Delivery Service

Customer Charge per month	\$16,500.00
Transmission Demand Charge per kW	\$2.01
Transmission Charge per kWh	0.557¢
Non-Bypassable Transition Charge per kWh	0.235¢
<u>Distribution Energy Charge per kWh</u>	0.498¢
Conservation and Load Management Adjustment per kW	/h 0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh per Standard Offer Service tar

<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

MONTHLY CHARGE

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

PEAK AND OFF-PEAK PERIODS:

PEAK HOURS: June - September -- 8 a.m. - 10 p.m. Weekdays,

December - February -- 7 a.m. - 10 p.m. Weekdays

October - November and

March - May -- 8 a.m. - 9 p.m. Weekdays

OFF-PEAK HOURS: All other hours

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

DEMAND

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

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

Demand shall be measured in fifteen minute intervals.

RATE ADJUSTMENT PROVISIONS

<u>Transmission Service Charge Adjustment</u>

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

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

<u>Customer Credit Provision</u>

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

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

LAST RESORT SERVICE

If at any time the customer does not take its power supply from a non-regulated power producer and becomes ineligible for Standard Offer Service, the customer will receive Last Resort Service pursuant to 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.

EFFECTIVE DATE OF RATES FOR SERVICE

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

Effective: July 1, 2009

Station Power Delivery and Reliability Service Rate (M-1)

Retail Delivery Service

R.I.P.U.C. No. 2033

Rates for Station Power Delivery and Reliability Service

Eligible Customers must select one of the two rate Options A or B below:

Monthly Charges

OPTION A

<u>Distribution Delivery Service Charge</u> \$4,406.03 per month

Non-Bypassable Transition Charge Higher of: 0.235¢ per kWh or \$3,500

Conservation and Load Management Charge Higher of 0.350¢ per kWh or \$800

OPTION B

<u>Distribution Delivery Service Charge</u> \$4,406.03 per month

Non-Bypassable Transition Charge 0.235¢ per kWh

Conservation and Load Management Charge 0.350¢ per kWh

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

THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) Retail Delivery Service

AVAILABILITY

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

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

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

DEFINITIONS

As used in this tariff:

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

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

TYPE OF SERVICE

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

DELIVERY POINT CONSOLIDATION

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

THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) Retail Delivery Service

MONTHLY CHARGE

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

BILLING DETERMINANTS FOR TRANSITION AND CONSERVATION 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 Conservation and Load Management 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 Conservation and Load Management Charges, the Company will net gross generator output against remotely supplied station service deliveries each hour. The charge for each month shall be the kilowatt-hour charge multiplied by the net kilowatt-hours delivered for the hour if the deliveries exceed generation output for such hour.

RATE ADJUSTMENT CLAUSE APPLICABILITY

The Transition Charge Adjustment Provision, the Conservation and Load Management Adjustment Provision, the Standard Offer Adjustment Provision, and the Transmission Service Charge Adjustment Provision shall not apply to Option A of this Rate.

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

Customer Credit Provision

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

THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) Retail Delivery Service

TRANSMISSION SERVICE ARRANGEMENTS

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

ARRANGEMENTS FOR GENERATION SERVICE

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

OTHER LOW VOLTAGE SERVICE EXCLUDED

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

OTHER FACILITIES EXCLUDED

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

GROSS EARNINGS TAX

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY ENVIRONMENTAL RESPONSE FUND

The Environmental Response Fund originally established in Docket No. 2930 and continued in Docket No. 3617 shall be continued to fund the recovery of "Environmental Response Costs", as defined below.

(A) Definition of "Environmental Response Costs"

"Environmental Response Costs" are all the reasonable and prudently incurred costs associated with remedial and clean-up obligations of Narragansett Electric ("Narragansett" or "Company"), or its predecessor companies, arising out of (i) Narragansett's or its predecessors' utility-related ownership and/or operation of manufactured gas plants and sites associated with the operation and disposal activities from such gas plants; and (ii) electric operations other than electricity generation of Narragansett or its predecessor companies that gave rise to deposits or waste, which are regulated under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), Rhode Island General Laws 23-19.14, or any other laws regulations, or orders by courts or governmental authorities, now located on Company property or on property to which the deposits may have migrated, or on any off-site location at which the deposits or waste may have been deposited and to sites to which such material may have migrated. A list of the known locations of manufactured gas waste sites and other sites containing material subject to this section is provided in section (D) below. Narragansett shall have the right to propose additions to the list of sites by including the request to include additional sites at the time that Narragansett files its annual report under subparagraph (C) below, provided that the inclusion of the Environmental Response Costs associated with additional sites to be charged to the fund shall be subject to the approval of the Commission. In addition to actual remedial and clean up costs, "Environmental Response Costs" also include costs of acquiring property associated with the clean up of such sites as well as litigation costs, claims, judgments, and settlements associated with such sites. The Company will use best efforts to satisfy its obligation to minimize the Environmental Response Costs charged to the fund consistent with applicable regulatory requirements and sound environmental policies and to minimize litigation costs that may arise. Any applicable insurance proceeds and any net gains (after transaction costs) associated with the sale or lease of land listed in Exhibit 9 shall be credited to the fund. To the extent the Company incurs any other extraordinary environmental liability of which it is not aware as of the date of this Settlement, the Company has the right to request the Commission to allow such costs incurred in connection with such extraordinary events to be included as "Environmental Response Costs".

¹ The environmental response costs associated with generation are recovered under Narragansett's restructuring settlement with New England Power Company, approved by FERC in Docket Nos. ER97-678-000 and 97-680-000.

THE NARRAGANSETT ELECTRIC COMPANY ENVIRONMENTAL RESPONSE FUND

(B) Funding

Interest shall accrue, for the benefit of customers, on any credit balances in the

fund at the customer deposit rate. No interest shall accrue on debit balances. Any cash expenditures shall be charged to the fund as long as the costs that are or have been incurred are Environmental Response Costs, as defined above. The fund shall be credited at the annual amount of \$3,078,000 or \$256,500 per month.

(C) Annual Reports

The Company will file an annual report with the Commission (and serve the Parties with copies), providing a summary and accounting of all costs incurred during such year which have been applied to the fund. Any party to the proceeding in which the costs are being reviewed may challenge any costs that they believe do not fall within the definition of "Environmental Response Costs", as defined in subparagraph (A) above.

(D) List of Eligible Sites

Washington Street, Bristol

Thames Street, Bristol

Main Street, Warren

Canal Street, Westerley

Industrial Drive, Westerley

Tidewater Street, Pawtucket

Exchange Street, Pawtucket

High Street, Central Falls

Hamlet Ave, Woonsocket

Cumberland (remote disposal location)

Lawn Street, Attleboro, Mass.

THE NARRAGANSETT ELECTRIC COMPANY ENVIRONMENTAL RESPONSE FUND

Mendon Road, Attleboro, Mass.

Melrose Street, Providence

J.M. Mills Landfill Site

Quonset Point Site

Effective Date: July 1, 2009

NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID Docket No. R.I.P.U.C. ____ Witness: Gorman

Schedule NG-HSG-12

Proposed Retail Delivery Service Tariffs and Proposed Tariff Provisions, Marked to Show Changes from Currently Effective Tariffs and Tariff Provisions

THE NARRAGANSETT ELECTRIC COMPANY STANDARD OFFER SERVICE

AVAILABILITY

All Customers (including new Customers) who have not elected to take their electric supply from a non-regulated power producer will receive their power supply under this Standard Offer Rate until the Customer either: (1) takes its electric supply from a non-regulated power producer; or (2) takes Last Resort Service.

Customers who leave Standard Offer Service may not return to Standard Offer Service.

Standard Offer 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 Nonregulated Power Producers.

MONTHLY CHARGE

The Charge for Standard Offer Service will be the sum of the applicable Standard Offer Service charges in addition to all appropriate Retail Delivery charges as stated in the applicable tariff. The monthly charge for Standard Offer 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 and the administrative costs associated with the procurement of Standard Offer Service.

RATE FOR ALL CLASSES

Standard Offer:

Small Customer (Rates A-16, A-60, C	C-06, S-10 and S-14)	9.415¢ per kWh9.2¢ per kWh
Large Customer (Rates G-02, G-32, G	G-62, B-32, B-62, X-01)	9.278¢ per kWh

Renewable Energy Standard Charge 0.093¢ per kWh

RATE CHANGES

The rates set forth in this tariff are effective for usage on and after <u>January July</u> 1, 2009 until changes. Any changes will be filed with the Commission and are subject to Commission review and approval.

Effective January 1, 2009 July 1, 2009

Canceling R.I.P.U.C. No. 11532002

THE NARRAGANSETT ELECTRIC COMPANY STANDARD OFFER ADJUSTMENT PROVISION

The prices contained in the applicable rates of the Company are subject to adjustment to reflect the power purchase costs incurred by the Company in arranging Standard Offer and Last Resort Service, which costs are not recovered from customers through the Standard Offer Service and 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, and the costs to comply with the Commission's Rules Governing Energy Source Disclosure and administrative costs.

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

For purposes of thethis above reconciliation, total purchased power revenues shall mean all revenue collected from Standard Offer and Last Resort Service customers through the Standard Offer and Last Resort Service rates for the applicable 12 month reconciliation period. 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.

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

Notwithstanding the foregoing, the Company may not recover, without full disclosure and the express approval of the Commission, any cost of Standard Offer Service in excess of the costs billable under the applicable Wholesale Settlement agreements from 1997 that established prices for wholesale standard offer supply.

In the Standard Offer Administrative Cost Reconciliation, the Company shall reconcile its administrative cost of providing Standard Offer Service with its Standard Offer Service revenue

THE NARRAGANSETT ELECTRIC COMPANY STANDARD OFFER ADJUSTMENT PROVISION

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

For purposes of calculating the Standard Offer Service Administrative Cost Factor, which is applicable to customers receiving Standard Offer Service, administrative costs associated with arranging Standard Offer Service pursuant to this provision shall include:

- 1. the cost of working capital;
- 2. the administrative costs of complying with the requirements of Renewable Energy Standard established in R.I.G.L. Section 39-26-1, the costs of creating the environmental disclosure label, and the costs associated with NEPOOL's Generation Information System attributable to Standard Offer Service load;
- 3. the costs associated with the procurement of Standard Offer Service including requests for bids, contract negotiation, and execution and contract administration;
- 4. the costs associated with notifying Standard Offer Service customers of the rates for Standard Offer Service and the costs associated with updating rate change in the Company's billing system; and
- 5. the uncollectible costs associated with the amounts the Company bills for Standard Offer Service supply.

Standard Offer Service Administrative Cost Factors:

<u>Small Customer (Rates A-16, A-60, C-06, S-06, S-10 and S-14)</u> 0.215¢ per kWh Large Customer (Rates G-02, G-32, B-32, X-01) 0.078¢ per kWh

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

Effective: January 1, 2007 July 1, 2009

OFF CYCLE METER READ FOR SWITCH OF SUPPLIER

Availability of Service

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

Description of Service

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

Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer \$75.0084.19

Non-telemetered Customer \$\frac{105.00}{114.52}

Terms and Conditions

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

Effective: July 1, 2009 June 15, 2005

OPTIONAL INTERVAL DATA SERVICE

THE NARRAGANSETT ELECTRIC COMPANY

Availability of Service

Service is available under this tariff for nonresidential customers receiving service under Narragansett Electric Company's ("Narragansett") or "The Company") Optional Enhanced Metering Service, and customers receiving metered retail delivery service from Narragansett who have a Company-owned interval data recorder ("IDR") installed at their facilities.

Fees:

Under this provision, the fees for this service will vary depending upon the number of accounts and frequency of requests for interval data. Access is available to the customer or its authorized agent.

One-Time Request of Interval Data:

Initial request covering a single calendar year No Charge

Subsequent request within same calendar year

Single retail delivery service account \$\frac{69.00}{23.00}\$

Additional retail delivery service account

requested same time \$23.006.41 per account

Fees will be prorated for customer requests which include interval data which has been provided previously in response to an earlier request for data service.

Subscription service for Interval Data over the Internet:

The Company may offer subscriptions to eligible customers for access to interval data through an Internet account which is available for the customer's use. Fees for this service are provided below. The minimum contract length is one year. The availability of this service will be subject to the Company's ability to render such service.

Single retail delivery service account \$\frac{321.00154.00}{221.00154.00}\$

Requested at the same time \$275.0076.89 per account

Effective: July 1, 2009 January 1, 2001

OPTIONAL ENHANCED METERING SERVICE

Availability of Service

Enhanced metering service under this provision is available to nonresidential customers receiving metered retail delivery service from Narragansett Electric Company ("Narragansett" or "the Company"). The availability of these services will be subject to the Company's ability to render such service.

<u>Service Option 1</u>: Complete Service

Under this service option, the Company will provide equipment at the customer's facility which will allow for periodic readings of the customer's load through telephone lines. The Company will install, own and maintain the equipment in service. The customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. Narragansett will store load information on the meter for a period of 35 days and will read the meters daily.

Fees for Service Option 1:

The customer has the choice of a single payment or a monthly fee.

Monthly fee Single Payment

\$12.457.08 \$267.86342.15

Service Option 2: Pulse Service

Customers who wish to connect their own load recording equipment or equipment provided by their authorized representative to the Company's meter may elect this option. Narragansett will provide a pulse interface device through which the customer can access meter data. The customer, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

OPTIONAL ENHANCED METERING SERVICE

Fees for Service Option 2:

The customer has the choice of a single payment or a monthly fee.

Monthly fee Single Payment

\$6.313.65 \$135.77176.28

Additional Services

Customers who elect Service Option 1, Complete Service, may request additional services as described below. The fees for these services are in addition to the fees described above. The availability of these services will be subject to the Company's ability to render such service.

Power Outage Reporting

The Company will notify the customer's designee within one hour after the occurrence that the customer's power is out and provide confirmation that the customer outage has been logged into the Company outage reporting network. Notification may be by phone, fax, or e-mail.

Monthly Fee: \$22.00

Peak Consumption Notification (Demand Overload)

Under this service, the customer will select a threshold for kW or kVA demand. The Company will notify the customer or its designee within one hour after the threshold is exceeded. Notification may be by phone, fax or e-mail.

Monthly Fee: \$26.00

OPTIONAL ENHANCED METERING SERVICE

Read on Appointment (Autoread)

Under this service, the customer may request specific dates and times for the Company to read its meter and the Company may bill the customer based on these readings.

Monthly Fee: \$33.00 per occurrence: \$85.00

Read on Request

The Company will obtain meter readings within one hour of receiving a request from a participating customer. The Company may provide the meter reading to the customer's designee by phone, fax or e-mail.

Monthly Fee: \$33.00 per occurrence: \$85.00

Advanced Meter Information Read on Demand

The Company will provide power quality data to the customer or its authorized designee by fax or e-mail attachment.

Monthly Fee: \$33.00 per occurrence: \$85.00

Effective: July 1, 2009 January 1, 2001

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

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

Service Connection

1. The Customer shall wire to the point designated by the Company, at which point the Company will connect its facilities. In addition, the Customer's facilities shall comply with any reasonable construction and equipment standards required by the Company for safe, reliable, and cost efficient service.

Application for Service

2. Application for new service or alteration to an existing service should be made as far in advance as possible to assure time for engineering, ordering of material, and construction. Upon the Company's reasonable request, the Customer shall provide to the Company all data and plans reasonably needed to process this application.

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

3. The Company shall construct or install overhead or underground distribution facilities or other equipment determined by the Company to be appropriate under the following policies: Line Extension Policy for Residential Developments, Line Extension Policy for Individual Residential Customers, and Line Extension and Construction Advance Policy for Commercial, Industrial and 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 these the Company's costs of reasonably meeting the request.

Acquisition of Necessary Permits

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

Service to "Out-Building"

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

Customer Furnished Equipment

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

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

Up-Keep of Customer Equipment

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

Installation of Meters

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

Unauthorized and Unmetered Use

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

Definition of Month

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

Payment Due Date -- Interest Charge

13. All bills shall be due and payable upon receipt. Bills rendered to customers, other than individually metered residential customers, on which payment has not been received by the "Avoid Interest Date" as shown on the bill, shall bear interest, at the rate of 1½% per month on any unpaid balance, including any outstanding interest charges, from the date of receipt until the date of payment. The "Avoid Interest Date" corresponds to the next normal bill preparation date. Bills disputed in good faith by a Customer will not be subject to the late payment charge until after the dispute is resolved.

Customer payment responsibilities with their nonregulated power producer will be governed by

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

Returned Check Fee

14. A \$15.00 Fee shall be charged to the Customer for each check presented to the Company that is not honored by the financial institution. This fee shall be applicable only where the check has been dishonored after being deposited for a second time.

Seasonal Customers

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

Deposit and Security

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

Payments for Line Extensions

17. The Company may require a Customer to pay for all or a portion of the cost of extending or installing poles, distribution lines, or equipment to the Customer's home, premises or facility, consistent with the terms of the Company's "Line Extension and Construction Advance Policies" on file with the Commission.

18. Lighting Service Charge

The Company may assess a Lighting Service Charge of \$130.00 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

198. The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument chosen by the Company. In the case of extremely fluctuating load, however,

where the demand based on the average over fifteen minutes does not fairly represent the maximum demand imposed by the Customer, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes. Such measurements will be made by any suitable instrument chosen by the Company. The demand which is billed to the Customer is determined according to the terms of the appropriate tariffs approved by the PUC from time to time.

Customer Changing Rates

1920. 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

2021. 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 \$38.0010.00 will be made.

Right of Access

2122. 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

2223. 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

2324. A temporary connection is local distribution service which does not continue for a

sufficient period to yield the Company adequate revenue at its regular local distribution service rates to justify the expenditures necessary to provide such a connection. The Company may require a Customer requesting a temporary connection to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation of the connection by the Company. In addition, the customer shall pay the applicable regular local distribution service and, if applicable, basic or standard offer service rates.

Limitation of Liability for Service Problems

2425. 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.

<u>Limitation on Use of Electricity - Auxiliary & Temporary Local Distribution Service</u>

2526. Local distribution service supplied by the Company shall not be used to supplement or relay, or as standby or back up to any other electrical source or service except under the provisions of the Auxiliary Service Rate or Back-Up Service Rate, unless the Customer shall makes such guarantees with respect to the payment for such local distribution service as shall be just and reasonable in each case. Where such local distribution service is supplied, the Customer shall not operate its generation in parallel with the Company's system without the consent of the Company, and then only under such conditions as the Company may specify from time to time.

Company Right to Place Facilities on Customer Property

2627. 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

2728. Whenever the estimated expenditures for the services or equipment necessary to deliver

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

Fluctuating Load & Harmonic Distortion

2829. 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

2930. 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

3031. For electricity supplied by nonregulated power producers, the Company is a local distribution service provider of electricity supplied by others. When such electricity is supplied and delivered to the Company's local distribution supply point, the Company then performs a delivery service for the electricity. Ownership of such electricity lies with either the non-regulated power producer or Customer, as per the specific agreement between the Customer and the nonregulated power producer. In no case shall the Company be liable for loss of electricity.

Customer Notice and Right to Appeal

3132. Where practicable, the Company will give the Customer reasonable notice of actions taken pursuant to these Terms & Conditions. The Customer shall have the right to appeal, pursuant to the Division's Rules of Practice and Procedure, all action taken by the Company hereunder.

Effective: July 1, 2009 February 1, 2006

THE NARRAGANSETT ELECTRIC COMPANY

January 1, 2009 July 1, 2009

Basic Residential Rate (A-16)

Retail Delivery Service

R.I.P.U.C. No. 20231170

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$ 2.75 <u>5.50</u>
Non-Bypassable Transition Charge per kWh	0.235¢
Transmission Charge per kWh	0.436 1.630¢
Transmission Adjustment Factor per kWh	1.064¢
Distribution Charge per kWh	3.376 4.199¢
Minimum Charge per month	\$ 2.75 <u>5.50</u>
Conservation and Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

<u>Standard Offer per kWh</u> per Standard Offer Service tariff

<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

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

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

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

MONTHLY CHARGE

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the Last Resort Service tariff.

MINIMUM CHARGE

The minimum charge per month is the Customer Charge\$2.75 per month.

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

GROSS EARNINGS TAX

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

TERMS AND CONDITIONS

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

Effective: June 1, 2006 July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY

Low Income Rate (A-60)

Retail Delivery Service

R.I.P.U.C. No. 20241171

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Non-Bypassable Transition Charge per kWh	0.235q
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<u>Transmission Charge per kWh</u>	0.338 1.630¢
Transmission Adjustment Factor per kWh	1.064¢
Distribution Charges per kWh	<u>2.650¢</u>
December through March	
First 450 kWhs *	0.382¢
Next 750 kWhs	3.055¢
kWhs in excess of 1200 kWhs	2.548¢
April through November	
First 450 kWhs *	0.382¢
LW/leg in avegag of 450 LW/leg	2.0554

Conservation and Load Management Adjustment per kWh 0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

Last Resort per kWh per Last Resort Service tariff

* Includes credit of 1.306¢ per kWh.

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

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

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

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

MONTHLY CHARGE

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

CREDIT FOR CONTROLLED WATER HEATING

— Customers who were receiving the controlled water heater credit pursuant to the provisions of R.I.P.U.C. No. 1128 immediately prior to October 28, 2004 will receive a credit for the first 750 kWhs delivered per month. The credits received under this provision will decline each year according to the following schedule:

0.528¢ per kWh
0.396¢ per kWh
0.264¢ per kWh
0.132¢ per kWh
0.000¢ per kWh

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

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

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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.

TERMS AND CONDITIONS

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

Effective: October 28, 2004 July 1, 2009

0.350¢

C&I Back-Up Service Rate (B-32)

Retail Delivery Service

R.I.P.U.C. No. 20251172

Monthly Charge As Adjusted

Rates for Retail Delivery Service	Rates for Back-Up Service	Rates for Supplemental Service
Customer Charge per month	\$ 236.43 980.00	n/a
Transmission Demand Charge per kW	n/a	\$ 1.27 <u>2.28</u>
Distribution Demand Charge per kW in excess o	<u>f 200 kW</u> \$5.11	\$ 1.99 <u>2.50</u>
Distribution Demand Charge per kW (Applicable to former Auxiliary Service Custom	ners) \$5.11	\$1.9 9
Transmission Charge per kWh——	n/a	0.621¢
Transmission Adjustment Factor per kWh	n/a	1.064¢
Distribution Energy Charge per kWh	n/a	0.889 <u>0.840</u> ¢
Non-Bypassable Transition Charge per kWh	n/a	0.235¢

Rates for Standard Offer Service or Last Resort Service (Optional)

C&LM Adjustment per kWh

Standard Offer per kWh	n/a	per Standard Offer Service tariff
Last Resort per kWh	n/a	per Last Resort Service tariff

n/a

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

Other Rate Clauses apply as usual.

AVAILABILITY

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

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

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

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

EXEMPTION FOR RENEWABLE ON-SITE GENERATION

Customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation shall be exempt from the backup rates.

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 DEMAND CHARGES

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

- 1) The greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW;
- 2) Through the billing month of December 2005, 9080% 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, and 90% thereafter;
- 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

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

<u>Distribution Charge per kW</u> see cover sheet

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 or 2) through the billing month of December 2005, 8090% of the fifteen-minute reading from the Customer's generation meter(s) as measured in kilovoltamperes, and 90% thereafter as measured at the time of the Billing Demand, in excess of 200 kW.

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.

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 cover sheet

Distribution Charge per kW in excess of 200 kW see cover sheet

<u>Distribution Charge per kWh</u> see cover sheet

Non-Bypassable Transition Charge per kWh see cover sheet

b) Assessment of Kilowatthour Charges

For purposes of billing kWh charges for Supplemental Retail Delivery Service <u>Distribution and Transmission service</u>, Customers will be billed on the greater of (i) the actual kWh delivered by the Company or (ii) through the billing month of December 2005, 8090% of the actual kVAh delivered, and 90% thereafter, less generated kWh usage.

For purposes of billing kWh charges for Standard Offer Service, or Last Resort Power Service, Non-Bypassable Transition service and Conservation and Load Management, Customers will be billed on actual kWh delivered by the Company.

c) Determination of Kilowatt Demand

The Supplemental Service Demand for each month shall be the Billing Demand in excess of the Back-up Service 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 kWh all charges for Supplemental Service will be increased by 20% during any such period.

In addition, the Company may, at its discretion, agree to a lower demand determination for Back-Up Service below fifteen-minute peak coincident demand of the generation meter(s) if a Customer has installed equipment or configured its facilities in such a manner that automatically limits the requirement for Back-Up Service to the lower agreed-upon demand. Under such a situation, the Customer must demonstrate to the Company's reasonable satisfaction that the Customer's facilities are configured so as to limit the demand that can be placed on the distribution system, or must install and maintain, at no cost to the Company, an automated demand limiter or other similar device as agreed to by the Company which limits deliveries to the Customer over the Company's

distribution system based on the lower agreed-upon demand. This equipment can not adversely affect the operation of the Company's distribution system or service to other customers. Such interruptible Back-Up Service shall be negotiated by the Customer and the Company under a separate contract which shall be specific to an individual customer's circumstances.

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

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

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

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

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the 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 of 3752 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.412.50 per kilowatt of the billing demand for such month shall also be allowed if the Customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

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

HIGH-VOLTAGE METERING ADJUSTMENT

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

SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.412.50 per 8090% of KVA (through the billing month of December 2005; 90% of KVA thereafter) of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.370.52 per 8090% of KVA (through the billing month of December 2005; 90% thereafter) of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004 July 1, 2009

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R.I.P.U.	. C. No. 1173		
onthly Charge As Adjusted	Rates for Back-Up Service		
tes for Retail Delivery Service	•		
Customer Charge per month	\$17,118.72	n/a	
Distribution Demand Charge per kW	\$2.22	\$2.22	
Distribution Demand Charge per kW (Applicable to former Auxiliary Service Custome		\$2.22	
Transmission Demand Charge per kW	n/a	\$1.39	
<u>Transmission Adjustment Factor per kWh</u>	n/a	1.064¢	
Non-bypassable Transition Charge per kWh	n/a	0.235¢	
C&LM Adjustment per kWh	n/a	0.350¢	
tes for Standard Offer Service or Last Resort Service Standard Offer per kWh Last Resort per kWh	e (Optional) n/a n/a	-per Standard Offer Service tarif -per Last Resort Service tariff	Ŧ

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

Other Rate Clauses apply as usual.

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THE NARRAGANSETT ELECTRIC COMPANY
3,000 kW DEMAND BACK-UP SERVICE RATE (B-62)
RETAIL DELIVERY SERVICE

AVAILABILITY

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

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

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

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

EXEMPTION FOR RENEWABLE ON-SITE GENERATION

Customers who install on-site non-emergency generating units powered by Eligible Renewable Energy Resources, as defined in 2004 R.I. Pub. Laws 205 up to an aggregate nameplate capacity of 3 MW for all customers having installed such generation shall be exempt from the backup rates.

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.

THE NARRAGANSETT ELECTRIC COMPANY 3,000 kW DEMAND BACK-UP SERVICE RATE (B-62) RETAIL DELIVERY SERVICE

DETERMINATION OF BILLING DEMAND FOR BILLING SUPPLEMENTAL AND BACK-UP DEMAND CHARGES

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

- 1) The greatest fifteen-minute peak coincident demand of the generation meter(s) plus the demand from the meter(s) at the Customer's service entrance(s) occurring in such month during Peak hours as measured in kW;
 - 2) Through the billing month of December 2005, 80% 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, and 90% thereafter;
 - 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 cover sheet	
Distribution Charge per kW	see cover sheet	

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 or 2) through the billing month of December 2005, 80% of the fifteen-minute reading from the Customer's generation meter(s) as measured in kilvoltampers, and 90% thereafter, as measured at the time of the Billing Demand.

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.

PEAK AND OFF-PEAK PERIODS:



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THE NARRAGANSETT ELECTRIC COMPANY 3,000 kW DEMAND BACK-UP SERVICE RATE (B-62) RETAIL DELIVERY SERVICE

OFF-PEAK HOURS: All other hours

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

SUPPLEMENTAL RETAIL DELIVERY SERVICE

a) Rates for Supplemental Retail Delivery Service

Transmission Charge per kW	see cover sheet
<u>Distribution Charge per kW</u>	see cover sheet
Distribution Charge per kWh	see cover sheet
Non-Bypassable Transition Charge per kWh	see cover sheet

b) Assessment of Kilowatthour Charges

For purposes of billing kWh charges for Supplemental Retail Delivery Service, Customers will be billed on the greater of (i) the actual kWh delivered by the Company or (ii) through the billing month of December 2005, 80% of the actual kVAh delivered, and 90% thereafter, less generated kWh usage.

For purposes of billing kWh charges for Standard Offer Service or Last Resort Power Service, Customers will be billed on actual kWh delivered by the Company.

e) Determination of Supplemental Service Kilowatt Demand

The Supplemental Service Demand for each month shall be the Billing Demand in excess of the Back-Up Service 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, all charges 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

THE NARRAGANSETT ELECTRIC COMPANY 3,000 kW DEMAND BACK-UP SERVICE RATE (B-62) RETAIL DELIVERY SERVICE

distribution system based on the lower agreed upon demand. This equipment can not adversely affect the operation of the Company's distribution system or service to other customers. Such interruptible Back-Up Service shall be negotiated by the Customer and the Company under a separate contract which shall be specific to an individual customer's circumstances.

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

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

Customer Credit Provision

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

R.I.P.U.C. No. 1173
Sheet 5
Canceling R.I.P.U.C. No. 1132
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THE NARRAGANSETT ELECTRIC COMPANY
3,000 kW DEMAND BACK-UP SERVICE RATE (B-62)
RETAIL DELIVERY SERVICE

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the 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 of 37 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.41 per kilowatt of the billing demand for such month shall also be allowed if the Customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

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

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.

R.I.P.U.C. No. 1173
Sheet 6
Canceling R.I.P.U.C. No. 1132
THE NARRAGANSETT ELECTRIC COMPANY
THE WHICH COMPANY
3,000 kW DEMAND BACK-UP SERVICE RATE (B-62)
Signature Brief of Service Riff (B 02)
RETAIL DELIVERY SERVICE

SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.41 per 80% of KVA (through the billing month of December 2005; 90% thereafter) of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.37 per 80% of KVA (through the billing month of December 2005; 90% thereafter) of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004

THE NARRAGANSETT ELECTRIC COMPANY

January 1, 2009 July 1, 2009

Small C&I Rate (C-06)

Retail Delivery Service

R.I.P.U.C. No. 20261174

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$ 6.00 10.00

<u>Unmetered Charge per month</u> \$1.835.00

Non-Bypassable Transition Charge per kWh 0.235¢

Transmission Charge per kWh 0.5361.640¢

Transmission Adjustment Factor per kWh 1.064¢

Distribution Charge per kWh 3.6244.183¢

Conservation and Load Management Adjustment per kWh 0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

Last Resort per kWh per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

MONTHLY CHARGE

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the Last Resort Service tariff.

MINIMUM CHARGE

Metered Service: \$\frac{6.0010.00}{1.83}\$ per month.

Unmetered Service: \$\frac{1.83}{1.83}5.00\$ per month.

However, if the kVA transformer capacity needed to serve a customer exceeds 25 kVA, the minimum charge will be increased by \$1.681.85 for each kVA in excess of 25 kVA.

UNMETERED ELECTRIC SERVICE

Unmetered services are usually not permitted or desirable. However, the Company recognizes that there are certain instances where metering is not practical. Examples of such locations are telephone booths and fire box lights. The monthly bill will be computed by applying the rate schedule to a use determined by multiplying the total load in kilowatts by 730 hours. However, the energy use may be adjusted after tests of the unmetered equipment indicate lesser usage. When unmetered service is provided the aforestated customer charge will be waived and the Unmetered Service a \$1.83-charge per month per location service charge will be implemented.

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

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004 July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY **Effective** Storage Cooling Rate (E-40) January 1, 2009 Retail Delivery Service R.I.P.U.C. No 1190 Monthly Charge As Adjusted Rates for Retail Delivery Service Customer Charge per month \$75.15 Non-Bypassable Transition Charge per kWh 0.235¢ Transmission Charge per kWh 0.141¢ Transmission Adjustment Factor per kWh 1.064¢ Distribution Charge per kWh Peak/Shoulder 2.536¢ Off Peak 0.949¢ Conservation and Load Management Adjustment per kWh 0.350¢ Rates for Standard Offer Service or Last Resort Service (Optional) per Standard Offer Service tariff Standard Offer per kWh per Last Resort Service tariff Last Resort per kWh Tax Note: The rates listed above do not reflect gross earnings tax or sales taxes. However, such taxes, when applicable, will appear on bills sent to customers. Other Rate Clauses apply as usual.

R.I.P.U.C. No. 1190
Sheet 1
Sheet
Canceling R.I.P.U.C. No. 1136
Calicering K.I.F.O.C. No. 1130
THE NARRAGANSETT ELECTRIC COMPANY

THE NARRAGANSETT ELECTRIC COMPANY STORAGE COOLING RATE (E 40) RETAIL DELIVERY SERVICE

AVAILABILITY

Electric Delivery Service under this rate is available to any customer solely for use in operating a full storage air conditioning system. A full storage air conditioning system is designed so that no operation of the chiller or compressor will be required for a period of six consecutive hours between the hours of 9 a.m. and 6 p.m. during the summer months of June through September. The chilling plant of the cooling system shall be separately wired and metered. The remainder of the customer's service shall be taken under another available rate.

If electricity is delivered through more than one meter, except at the Company's option, the Monthly Charge for service through each meter will be computed separately under this rate.

This rate is closed to new customers on October 28, 2004. Customers presently receiving service under this rate immediately prior to October 28, 2004 may remain on the rate through the billing month of December 2009. Customers may transfer to another applicable rate at any time prior to December 2009, however, costs associated with rewiring and metering the customer's service will be borne by the customer in that event, and the customer shall not be permitted to return to service under this rate. Effective after the bills issued to customer during December 2009, all customers remaining on this rate will be transferred to the appropriate general service rate.

MONTHLY CHARGE

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

PEAK AND OFF-PEAK PERIODS

PEAK HOURS:

June September 8 a.m. 10 p.m. Weekdays,

(or such other period of six consecutive hours between the hours of 9 a.m. and 6
p.m. as shall be designated by the Company in writing upon 30 days advance
notice)

December - February -- 7 a.m. - 10 p.m. Weekdays

October November

March - May 8 a.m. - 9 p.m. Week

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.

R.I.P.U.C. No.	1190
Sh	neet 2
Canceling R.I.P.U.C. No.	1136

THE NARRAGANSETT ELECTRIC COMPANY STORAGE COOLING RATE (E 40) RETAIL DELIVERY SERVICE

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort Service pursuant to the Last Resort Service tariff.

R.I.P.U.C. No. 1190	
Sheet 3	
Canceling R.I.P.U.C. No. 1130	
Cancering K.F.F.C.C. No. 1130	

THE NARRAGANSETT ELECTRIC COMPANY STORAGE COOLING RATE (E-40) RETAIL DELIVERY SERVICE

MINIMUM CHARGE

The minimum charge each month shall be the Customer Charge.

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004

THE NARRAGANSETT ELECTRIC COMPANY

General C&I Rate (G-02) Retail Delivery Service January 1, 2009 July 1, 2009

R.I.P.U.C. No. 20271176

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$ 103.41 <u>125.00</u>
Transmission Charge per kW-in excess of 10 kW	\$ 1.40 2.29
Distribution Charge per kW in excess of 10 kW	\$ 3.22 4.50
Non-Bypassable Transition Charge per kWh	0.235¢
 Transmission Charge per kWh	0.725¢
Transmission Adjustment Factor per kWh	1.064¢
Distribution Charge per kWh	0.777 0.917¢
Conservation and Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

<u>Standard Offer per kWh</u> per Standard Offer Service tariff

<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

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

MONTHLY CHARGE

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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) Through the billing month of December 2005, 8090% of the greatest fifteen-minute peak occurring during the month as measured in kilovolt-amperes, where the Customer's Demand exceeds 75 kilowatts, and 90% thereafter,
- 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.

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

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 <u>Distribution Charge per kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission per kWhDemand Charges and the Energy Charges will be increased by 20% during any such period.</u>

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer takes delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 3752 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

HIGH-VOLTAGE METERING ADJUSTMENT

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

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004-July 1, 2009

THE NARRAGANSETT ELECTRIC COMPANY

200 kW Demand Rate (G-32) January 1, 2009 July 1, 2009

Retail Delivery Service

R.I.P.U.C. No. 20281177

Monthly Charge As Adjusted

Rates for Retail Delivery Service

Customer Charge per month	\$ 236.43 <u>980.00</u>
Transmission Charge per kW	\$ 1.27 2.28
Distribution Charge per kW in excess of 200 kW	\$ 1.99 2.50
Non-Bypassable Transition Charge per kWh	0.235¢
Transmission Charge per kWh	0.621¢
Transmission Adjustment Factor per kWh	1.064¢
<u>Distribution Charge per kWh</u>	0.889 <u>0.840</u> ¢
Conservation and Load Management Adjustment per kWh	0.350¢

Rates for Standard Offer Service or Last Resort Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

Last Resort per kWh per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

THE NARRAGANSETT ELECTRIC COMPANY **200 kW 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 Demand of 200 kW or greater for 3 consecutive months as soon as practicable.

Notwithstanding the foregoing, the Company may require any customer with a 12-month maximum demand of 3000 kW or greater to take delivery service on the 3000 kW Demand Rate G-62 (subject to the settlement provisions in Docket No. 2290).

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

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

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

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

MONTHLY CHARGE

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

PEAK OFF-PEAK PERIODS

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.

THE NARRAGANSETT ELECTRIC COMPANY **200 kW DEMAND RATE** (G-32) RETAIL DELIVERY SERVICE

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

THE NARRAGANSETT ELECTRIC COMPANY 200 kW DEMAND RATE (G-32) RETAIL DELIVERY SERVICE

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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 in such month during Peak hours as measured in kilowatts.
- b) Through the billing month of December 2005, 8090% of the greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilovolt-amperes, and 90% thereafter,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

OPTIONAL DETERMINATION OF DEMAND

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

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer takes delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 3752 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.412.50 per kilowatt of the billing demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

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

THE NARRAGANSETT ELECTRIC COMPANY 200 kW DEMAND RATE (G-32) RETAIL DELIVERY SERVICE

HIGH-VOLTAGE METERING ADJUSTMENT

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

SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.412.50 per 8090% of KVA (through the billing month of December 2005; 90% of KVA thereafter) of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.370.52 per 8090% of KVA (through the billing month of December 2005; 90% of KVA thereafter) of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004 July 1, 2009

	3000 kW De	mand Rate (G-62)	<u>Effect</u> — May 1, 20
	Retail De	elivery Service	
	R.I.P.U	I.C. No. 2013	
Monthly Charg	e As Adjusted		
Rates for Retail	<u>l Delivery Services</u>		
Customer	Charge per month	\$17,118.72	
<u>Transmiss</u>	ion Charge per kW	\$1.39	
<u>Distributi</u>	on Charge per kW	\$2.22	
Non-Bypa	assable Transition Charge per kWh	0.235¢	
Transmiss	ion Adjustment Factor per kWh	1.064¢	
Conservat	ion and Load Management Adjustment	per kWh 0.350¢	
Standard Offer Last Reso	per kWh rt per kWh	per Standard Offer Service tariff per Last Resort Service tariff	f
<u> Last Resol</u>	tt per kwn	per Last Resort Service tariff	
Fax Note:	The rates listed above do not reflect However, such taxes, when applicab	gross earnings tax or sales taxes (when ble, will appear on bills sent to custome	a applicable). rs.

R.I.P.U.C. No. 2013
Sheet 1
Canceling R.I.P.U.C. No. 1178
THE NARRAGANSETT ELECTRIC COMPANY
3000 kW DEMAND RATE (G-62)
DETAIL DELIVEDY 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 maximum Demand of 3,000 kW or greater. Delivery service can be taken under this rate by customers who do not meet the qualifications on a voluntary basis.

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

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

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

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

Effective May 1, 2009 and until the Company's next general rate case, any reduction in distribution revenue resulting from the transfer of a Customer to a different rate schedule pursuant to the above provision will be deferred by the Company and recovered from Customers as determined by the Commission through a uniform per kWh distribution charge.

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

MONTHLY CHARGE

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

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

PEAK, SHOULDER AND OFF-PEAK PERIODS

PEAK HOURS:

June - September - 8 a.m. - 10 p.m. Weekdays,

December - February - 7 a.m. - 10 p.m. Weekdays

October - November and

March - May - 8 a.m. - 9 p.m. Weekdays

OFF-PEAK HOURS: All other hours

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

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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:

- The greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilowatts,
- b) Through the billing month of December 2005, 80% of the greatest fifteen-minute peak occurring in such month during Peak hours as measured in kilovolt-amperes, and 90% thereafter,
- e) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

OPTIONAL DETERMINATION OF DEMAND

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

CREDIT FOR HIGH VOLTAGE DELIVERY

If the Customer takes delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of 37 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

An <u>additional</u> credit of \$2.41 per kilowatt of the billing demand for such month shall also be allowed if said customer accepts delivery at not less than 115,000 volts, and the Company is saved the cost of installing any transformer and associated equipment.

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

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

HIGH-VOLTAGE METERING ADJUSTMENT

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

SECOND FEEDER SERVICE

Except as provided below, Customers receiving second feeder service shall pay \$2.41 per 80% of KVA (through the billing month of December 2005; 90% of KVA thereafter) of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

An additional \$0.37 per 80% of KVA (through the billing month of December 2005; 90% of KVA thereafter) of reserved second feeder capability shall be charged if an additional transformer is required at the Customer's facility.

GROSS EARNINGS TAX

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

GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS

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

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

TERMS AND CONDITIONS

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

Effective: May 1, 2009

DECOR		CTT ELECTRIC COMPANY AREA LIGHTING SERVICE (S-06)	Effective July 1, 2009
		elivery Service	<i></i>
	R.I.P.U.	.C. No. 2029	
Monthly Charge as Adjusted			
Rates for Retail Delivery Ser	<u>vice</u>		
Luminaire and Stand	lard Charge	See tariff	
Transmission Charge	e per kWh	1.074¢	
Non-Bypassable Tra	nsition Charge per kWh	0.235¢	
Conservation and Lo	oad Management Adjustme	ent per kWh 0.350¢	
Rates for Standard Offer Ser	vice or Last Resort Service	e (Optional)	
Standard Offer Servi	ce per kWh	per Standard Offer Serv	vice tariff
Last Resort Service p	per kWh	per Last Resort Service	tariff

Tax Note: The rates listed above do not reflect gross earnings tax or sales taxes (when applicable).

However, such taxes, when applicable, will appear on bills sent to customers.

Other Rate Clauses apply as usual.

AVAILABILITY

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

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

<u>facilities</u>, <u>provided all ancillary equipment costs and associated service charges are the responsibility of the Customer.</u>

I. DECORATIVE STREET AND AREA LIGHTING - FULL SERVICE

RATE

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

1. Luminaire Charges:

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

Lamp Type					Annual Luminaire
Luminaire Type	Lumen	Nomina	al	Annual	Charge
Luminaire Style	Rating	Wattag	e Description	kWh	per Unit
High Pressure Sodium V	/apor				
Decorative Post Top					
Traditional	4,000	50	DEC HPS TR 50W	255	\$155.49
Traditional	9,600	100	DEC HPS TR 100W	493	156.80
Aspen Grove	4,000	50	DEC HPS AG 50W	255	239.39
Aspen Grove	9,600	100	DEC HPS AG 100W	493	241.52
Williamsville	4,000	50	DEC HPS WL 50W	255	269.63
Williamsville	9,600	100	DEC HPS WL 100W	493	273.09
Decorative Post Top - T					
<u>Traditional</u>	4,000	50	DEC HPS TR-TW 50W	510	334.84
<u>Traditional</u>	9,600	100	DEC HPS TR-TW 100W	986	337.49
Aspen Grove	4,000	50	DEC HPS AG-TW 50W	510	502.64
Aspen Grove	9,600	100	DEC HPS AG-TW 100W	986	506.93
Williamsville	4,000	50	DEC HPS WL-TW 50W	510	563.13
Williamsville	9,600	100	DEC HPS WL-TW 100W	986	570.08

2. Support and Accessory Charges:

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

		Annual
Service Type		Support
Support Type		Charge
Standard Style	Description	per Unit
Underground Service Decorative Standard Villager with Foundation Washington with Foundation	DEC VILL PT/FDN DEC WASH PT/FDN	\$607.38 631.69

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 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.

Charge Amount

ree of Charge Type	Charge Amount
Lighting Service Charge	See Terms and Conditions for Distribution Service.

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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.

2. Energy Charges

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

Monthly Operating Hours

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

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

FAILURE OF LIGHTS TO OPERATE

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

LOCATION OF DECORATIVE STREET AND AREA LIGHTS

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

RELOCATION OF DECORATIVE LIGHTING FACILITIES

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

DISCLAIMER OF LIABILITY

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

PERMANENT DISCONTINUANCE OF LIGHTING FACILITIES

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

TERM OF AGREEMENT

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

TERMS AND CONDITIONS

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

Effective: July 1, 2009

Limited Service - Private Lighting (S-10)

January 1, 2009 July 1, 2009

Retail Delivery Service

uminaire		R.I.P.U.C.	No. <u>2030</u> 1180		
'ype/Lumens					
		<u>Code</u>	<u>Annual kWh</u>		
ncandescent					
1,000		10	440		
4 3 7					
<u>4ercury Vapo</u>		2	000		
	Post Top	2	908		
4,000			561		
8,000			908		
22,000			1,897		
63,000 T			4,569		
22,000 I		23 24	1,897		
63,000 I			4,569		
odium Vapor		70	240		
1,000		70	248		
5,800		71	349		
9,600		72	490		
27,500		74	1,284		
50,000	TI.	75	1,968		
27,500		77	1,284		
50,000		78	1,968		
	Post Top	79	490		
	(24 hr) ge As Adjusted	84	2,568		
ates for Retai	il Delivery Services	<u>3</u>			
Lumin	aire and Standard (Charge	See tari	iff	
	aire and Standard (_	See tari		
	aire and Standard (_		i <u>ff</u> 0.259 <u>1.074</u> ¢	
Transn	mission Charge per	_	(
Transr Non-B	mission Charge per	kWh on Charge per kWh	(0.259 1.074¢	
Transr Non-B	mission Charge per Sypassable Transition	kWh on Charge per kWh	(0.259 <u>1.074</u> ¢ 0.235¢	
Transr Non-B	mission Charge per Sypassable Transition	kWh on Charge per kWh t Factor per kWh	per kWh	0.259 <u>1.074</u> ¢ 0.235¢ 1.064¢ 0.350¢	
Transr Non-B	mission Charge per Sypassable Transition	kWh on Charge per kWh t Factor per kWh	per kWh (0.259 <u>1.074</u> ¢ 0.235¢ 1.064¢ 0.350¢ Blackstone	
Transr Non-B	mission Charge per Sypassable Transition	kWh on Charge per kWh t Factor per kWh	per kWh (0.259 <u>1.074</u> ¢ 0.235¢ 1.064¢ 0.350¢	
Non-B Transr Conser	mission Charge per Sypassable Transition mission Adjustment rvation & Load Ma	kWh on Charge per kWh t Factor per kWh unagement Adjustment	per kWh Narragansett Zone	0.259 <u>1.074</u> ¢ 0.235¢ 1.064¢ 0.350¢ Blackstone Zone	Zone Zone
Transr Non-B Transr Consei	mission Charge per Sypassable Transition mission Adjustment rvation & Load Ma	kWh on Charge per kWh t Factor per kWh unagement Adjustment	per kWh Narragansett Zone 0.000¢	0.259 <u>1.074</u> ¢ 0.235¢ 1.064¢ 0.350¢ Blackstone	Zone Zone
Non-B Transr Conser	mission Charge per Sypassable Transition mission Adjustment rvation & Load Ma	kWh on Charge per kWh t Factor per kWh unagement Adjustment	per kWh Narragansett Zone 0.000¢	0.259 <u>1.074</u> ¢ 0.235¢ 1.064¢ 0.350¢ Blackstone Zone	Zone Zone
Non-B Transr Conser Streetlates for Standard	mission Charge per Sypassable Transition mission Adjustment rvation & Load Ma	kWh on Charge per kWh t Factor per kWh anagement Adjustment h or Last Resort Service	per kWh Narragansett Zone 0.000¢ (Optional)	0.259 <u>1.074</u> ¢ 0.235¢ 1.064¢ 0.350¢ Blackstone Zone	<u>Zone</u> 2.918¢

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

Other Rate Clauses apply as usual.

AVAILABILITY

Private lighting and floodlighting service is available under this rate is restricted to those locations having existing service on the effective date of this service offering, to any Customer who prior to the date of this rate was served on Limited Service Private Lighting Rate S 6, R.I.P.U.C. No. 872. There will be no new installations or relocations under this rate. However, private lighting customers in the Blackstone Valley Zone and Newport Zone who were served on a private lighting rate by Blackstone Valley Electric Company or Newport Electric Company at their current location as of April 30, 2000 shall be placed on this rate by the Company. No new or additional other private lighting customers are permitted on this rate, except that 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 moving into occupying the service location and the lighting facilities have fixture has not otherwise been removed by the Company.

- 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. <u>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</u>

date of this tariff. The Company shall take reasonable actions to facilitate the Customer's request following all applicable provisions of this tariff.

RATE

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

A1. Luminaire Charges:				
Lamp Type Luminaire Type Lumen Rating	Nominal Wattages	<u>Code</u> Description	Annual <u>kWh</u>	Annual <u>Luminaire</u> <u>PriceCharge</u> <u>Per Unit</u>
Incandescent*				
Streetlights Roadway			4.0.0	^
1,000 <u>*</u>	105	10LUM INC RWY 105W	<u>438</u>	\$ 75.22 113.42
Mercury Vapor* Post Top				
8,000	217	02		\$108.85
Streetlights Roadway				
4,000 <u>4,400*</u>	134-100	03 <u>LUM MV RWY 100W</u>	<u>543</u>	\$58.40 <u>113.42</u>
8,000 8,500* 22,000 23,000*	217 175 454400	04 <u>LUM MV RWY 175W</u> 05 LUM MV RWY 400W	<u>881</u> 1,991	\$70.77 <u>117.08</u> \$122.31123.07
63,000*		06 LUM MV RWY 1000W	4,572	\$234.25163.46
Floodlights	,			, <u></u>
22,000 23,000*	454 <u>400</u>	23 <u>LUM MV FLD 400W</u>	<u>1,991</u>	\$152.08 146.46
63,000 <u>*</u>	1,094 <u>1,000</u>	24 <u>LUM MV FLD 1000W</u>	<u>4,572</u>	\$262.72 <u>181.37</u>
High Pressure Sodium Vapor* StreetlightsRoadway				
4,000	59 - <u>50</u>	70LUM HPS RWY 50W	<u>255</u>	\$62.78 113.42
5,800 <u>6,300</u>	83 70	71 LUM HPS RWY 70W	359	\$66.28 <u>113.84</u>
9,600		72 LUM HPS RWY 100W	<u>493</u>	\$72.63 117.08
<u>16,000</u>	150 207250	LUM HPS RWY 150W	722	106.50
27,500 50,000		74 <u>LUM HPS RWY 250W</u> 75 <u>LUM HPS RWY 400W</u>	1,269 1,962	\$120.39 <u>123.07</u> \$163.46
Wallighter Wallighter	171 <u>100</u>	75 LOW III BICW I 100 W	1,702	Ψ105.10
27,500 (24 hr)	300 250	84 WALL HPS 250W 24 HR	2,663	\$172.21 249.76
Floodlights	200250		1.000	***
27,500 50,000	300 <u>250</u> 466400	77LUM HPS FLD 250W 78 LUM HPS FLD 400W	1,269 1,962	\$143.14 <u>146.46</u> \$181.37
Post Top	400<u>4</u>00	78 LUM NF3 FLD 400 W	1,902	\$101.37 101.37
4,000*	<u>50</u>	LUM HPS POST 50W	<u>255</u>	<u>155.49</u>
9,600 <u>*</u>	117 100	79 LUM HPS POST 100W	493	\$78.56 156.80
Shoebox	100	LIMIDO DEC 100W C1	403	150.71
9,600* Metal Halide	<u>100</u>	LUM HPS REC 100W-C1	<u>493</u>	<u>150.71</u>
Floodlight				
<u>32,000</u>	<u>400</u>	LUM MH FLD 400W	1,883	<u>181.37</u>
107,800*	<u>1,000</u>	LUM MH FLD 1000W	4,502	198.01

Annual

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

Rates for Retail Delivery Service

Non-Bypassable Transition Charge per kWhsee cover sheetTransmission Charge per kWhsee cover sheetDistribution Charge per kWhsee cover sheet

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

B2. Pole Support and Accessory Charge

An additional annual charge as enumerated below in the schedule of pole prices support and accessory charges will be applied to the foregoing charges for theper luminaire type as stated in Section A1 – 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. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated.

		Tilliaai
		<u>Support</u>
Service Type		Price Charge
Mounting HeightSupport Type	Code Description	Per Unit

Overhead Service

Non-Distribution Pole

Wood Poles (P)POLE-WOOD \$55.45127.05

Underground Service

Non-Metallic PolesStandard

Fiberglass poles with out no base Foundation* (R)POLE FIBR PT EMB<25 \$57.34172.63

Fiberglass poles with base Foundation <25 feet.(C)POLE FIBER RWY <25' \$111.04265.92

Fiberglass poles with base Foundation =>25 feet.(D)POLE FIBER RWY =>25\$185.67247.10

Metallic PolesStandard

(WMetallic with #Foundation) (T)POLE METAL =>25FT \$253.37497.2

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

^{*} The above sodium vapor source lights are available for replacement of existing incandescent or mercury vapor source lights. Incandescent and mercury vapor source lights will be replaced by the equivalent sodium vapor equipment when light outage is due to other than lamp or photo cell failure. Conversion of existing incandescent or mercury vapor lights to sodium vapor source lights may also take place at the customer's request.

RATE (Continued)

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

Fee or Charge Type	Charge Amount
Lighting Service Charge	See Terms and Conditions for Distribution Service

RATE ADJUSTMENT PROVISIONS

<u>Transmission Service Charge Adjustment</u>

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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 each and every 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. No reduction in billing will be allowed for lamp outages.

PAYMENTS

One twelfth of the annual price including such adjustments herein specified will be billed each and every month beginning with the month next following the month in which service is rendered.

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. <u>Energy Charges</u>

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

October

November

267

301

338

392

418

447

Monthly Operating Hours January 442 July February 367 August March 363 September

June 251 December

309

280

3. Other Fees and Charges

April

May

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 <u>any lighting facility</u> component such as <u>wood</u> pole, <u>standard</u>, lamp, <u>fixture-luminaire</u>, <u>accessory</u> or conductors, being broken or damaged more than once <u>a yearin a twelve month period</u>. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.

ATTACHMENTS

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

RELAMPING

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

NOTIFICATION OF OUTAGES

The Company agrees that it will replace lamps that are burned out, or are not functioning for other reasons, within a reasonable period of time after written notification by the Customer or verbal notification via the designated street light outage phone number. To the extent practicable, the Company also will use all reasonable efforts to respond to reports about outages from the general public, which reports are given by means other than written notice or the street light outage phone number. However, unless such report is made in writing or via the designated phone number, the Company cannot provide any assurances to the Customer that the Company will be able to respond in a timely manner.

The time it takes for the Company to repair or replace lamps depends on the extent of damage to the lamp

and/or fixture, the means by which the Company was notified, the size of the backlog of reports, and whether any other abnormal conditions exist which affect the Company's ability to respond in a timely manner.

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

MAINTENANCE OF STREET LIGHTS

It is expressly understood and agreed that the Company has no responsibility to locate or identify burned out or malfunctioning lamps; this is the sole and exclusive responsibility of the Customer. The Company's obligation to the Customer to repair lamps arises only after receipt of appropriate notice of an outage. repairs are made with reasonable dispatch upon notification by the Customer.

LOCATION OF STREET AND AREA LIGHTS

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

RELOCATION OF LIGHTING FACILITIES

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

DISCLAIMER OF LIABILITY

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

TERM OF AGREEMENT

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004 July 1, 2009

Retail Delivery Service

R.I.P.U.G	C. No. <u>2031</u> 1181
<u>Luminaire</u>	
Type/Lumens Code	<u>Annual kWh</u>
Incandescent	
1,000	<u>440</u>
<u>1,500</u> 11	845
Mercury Vapor	
8,000 Post Top 02	908
4,000 03	<u>561</u>
8,000 04	908
15,000 17, 18	1,874
22,000 05	1,897
63,000 06	4,569
Sodium Vapor	7- 1-
-1,000 70,710,711,750,755,756	248
-5,800 71	349
9,600 72	490
27,500 74	1,284
50,000 75	1,968
27,500 (24 hr) 84	2,568
50,000 FL 78	1,968
9,600 Post Top 79	49 0
Monthly Charge As Adjusted	
internal y Charge Fis Frajastoa	
The following energy-related charges are for the Gen	neral Street and Area Lighting – Full Service as shown
Section I below.	Star Succession and Theat Englishing Train Service as Shown
<u>Section 1 delow.</u>	
Rates for Retail Delivery Services	
rates for Retain Derivery Services	
Luminaire And Standard Charge	See tariff
Lummane And Standard Charge	See tarm
Transmission Charge per kWh	0.259 1.074¢
Transmission Charge per kwii	0.237 1.0/4¢
Non-Bypassable Transition Charge per kWh	0.235¢
Transmission Adjustment Factor per kWh	1.064¢
Transmission Aujustificiti Factor per kwil	1.0040

	Narragansett —	Blackstone	- Newport
	Zone	Zone	Zone
	<u> 20110</u>	<u> Zonc</u>	20110
	0.000/	4.400 /	0.0107
Streetlight Credit per kWh		4.420¢	2.918¢
Rates for Standard Offer Service or Last Resc	ort Service (Ontional)		

Standard Offer Service per kWh

per Standard Offer Service tariff(Optional)

Last Resort Service per kWh

per Last Resort Service tariff (Optional)

0.350¢

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

Other Rate Clauses apply as usual.

Conservation & Load Management Adjustment- per kWh

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, and to Customers who immediately prior to their transfer to this rate were served on Limited Street Lighting Service (S-12), R.I.P.U.C. NO. 1145-A, in accordance with the provisions and the specifications hereinafter set forth:

- 1. For municipally-owned or accepted roadways, which includinges those classified as "private waysareas" for which a municipality <u>Customer</u> has agreed to supply street and area lighting service.
- 2. Service under this rate is contingent upon Company ownership and maintenance of street <u>and area</u> lighting <u>-equipmentfacilities</u>.
- 3. Service under this rate is not available for <u>locations inaccessible by standard Company motorized</u> equipment, limited access highways, <u>bridges</u>, <u>tunnels and or</u> the access and egress ramps <u>thereto</u>.
- 4. Service under this rate is available to <u>a private contractors, 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. for street lighting service for streets which have not yet been accepted by the municipality.</u>
- 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 further described below.

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

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

I. GENERAL STREET AND AREA LIGHTING – FULL SERVICE

RATE

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

A1. <u>Luminaire Charges</u>:

	<u>Lamp Type</u> <u>Luminaire Type</u>	Lumen <u>Rating</u>	Nominal Wattages	<u>Code</u> Description	Annual <u>kWh</u>	Annual <u>Luminaire</u> <u>PriceCharge</u> <u>Per Unit</u>
I	Incandescent*					
	Streetlight Roady	<u>vay</u>				
		1,000*	105 1	OLUM INC RWY 105W	<u>438</u>	\$ 75.22 113.42
		2,500*	206 2051	LUM INC RWY 205W	<u>856</u>	\$67.45 113.42
		•				
	Mercury Vapor*					
	Streetlights Road	way				
	_	4,000 4,400*	134 1000	3 LUM MV RWY 100W	<u>543</u>	\$58.40 113.42
		8,000 <u>8,500</u> *	217 1750	4 LUM MV RWY 175W	881	\$70.77 117.08
	15,0(00(In) 13,000*	299 2501	LUM MV RWY 250W	1,282	\$122.97 117.08
		15,000(Out)*	299	18		\$122.97
	2	2,000 23,000*	454 <u>400</u> 0:	5 LUM MV RWY 400W	<u>1,991</u>	\$122.31 123.07
		63,000*	1,094 1, 000 0	ELUM MV RWY 1000W	4,572	\$234.25 <u>163.46</u>
	<u>Floodlight</u>	•				
		23,000*	<u>400</u>	LUM MV FLD 400W	1,991	<u>146.46</u>
		63,000*	<u>1,000</u>	LUM MV FLD 1000W	4,572	<u>181.37</u>
	Post Top					
	•	8,000 <u>8,500*</u>	217 175 0	2 <u>LUM MV POST 175W</u>	<u>881</u>	\$108.85 <u>156.80</u>
	Metal Halide					
	<u>Floodlight</u>					
		<u>32,000</u>	<u>400</u>	LUM MH FLD 400W	<u>1,883</u>	<u>181.37</u>
		107,800*	<u>1,000</u>	LUM MH FLD 1000W	<u>4,502</u>	<u>198.01</u>

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

RATE (Continued)

	Lamp Type Luminaire Type	Lumen	Nominal Wattages	CodeDescription	Annual kWh	Annual <u>Luminaire</u> PriceCharge Por Unit
l		<u>Rating</u>	<u>Wattages</u>	<u>Code</u> Description	<u>K VV 11</u>	<u>Per Unit</u>
	High Pressure Sodium Streetlights Roadwa					
	Streetinghts <u>readwa</u>	4,000	59 50 70 L	UM HPS RWY 50W	<u>255</u>	\$ 62.78 113.42
	:	5,800 6,300		UM HPS RWY 70W	359	\$66.28 113.84
		9,600	117 100 <mark>72</mark> LU	UM HPS RWY 100W	493	\$72.63 117.08
		<u>16,000</u>	<u>150 LU</u>	JM HPS RWY 150W	<u>722</u>	<u>106.50</u>
		27,500		UM HPS RWY 250W	<u>1,269</u>	\$120.39 123.07
		50,000	471 <u>400</u> 75 LU	<u>JM HPS RWY 400W</u>	<u>1,962</u>	\$ 163.46
	<u>Wallighter</u>					
	· · · · · · · · · · · · · · · · · · ·	500 (24 Hr)	300 25084 W	ALL HPS 250W 24 HR	<u>2,663</u>	\$172.21 249.76
	Incandescent Conve		750	50		ф. (2.7 0
l	Post Top	00 to 4,000	750	59		\$62.78
1	rost rop	4,000**	50 L	UM HPS POST 50W	<u>255</u>	155.49
		9,600**		JM HPS POST 100W	<u>493</u>	\$78.56 156.80
	Floodlights	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	117 <u>100</u> 75 <u>20</u>	<u> </u>	<u>.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	\$70.00 <u>100.00</u>
	C	27,500	300250 77L	UM HPS FLD 250W	1,269	\$143.14 <u>146.46</u>
		50,000	466 <u>400</u> 78 L	UM HPS FLD 400W	1,962	\$181.37 <u>181.37</u>

^{*} No further installation or relocating of this size light.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.

Rates for Retail Delivery Service

Non-Bypassable Transition Charge per kWh	see cover sheet
<u>Transmission Charge per kWh</u>	see cover sheet
Distribution Charge per kWh	see cover sheet

B2. Pole Support and Accessory Charges:

An additional annual charge as enumerated below in the schedule of polesupport and accessory charges prices will be applied to the foregoing charges forper the luminaire type as stated in Section A1 – 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. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated.

^{**} 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.

R.I.P.U.C. No. <u>2031</u><u>1181</u> Sheet 4 Canceling R.I.P.U.C. No. <u>1181</u><u>1146</u> A

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

RATE (Continued)

Annual

Support

Service Type

PriceCharge

Mounting HeightSupport Type

Code Description

Per Unit

Overhead Service

Non-Distribution Pole

Wood Poles

(P)POLE-WOOD \$55.45127.05

<u>Underground Service</u>

Non-Metallic Poles Standard

Fiberglass poles with out no base Foundation* (R) POLE FIBR PT EMB<25
Fiberglass poles with base Foundation <25 feet (C) POLE FIBER PT <25'
\$57.34172.63
\$111.04265.92

(Or) POLE FIBER RWY<25' 265.92

Fiberglass poles with base Foundation =>25 feet (D)POLE FIBER RWY =>25\$185.67247.10

Metallic Poles Standard

Metallic Direct Embedded (No Fdn.)*

Metallic (Wwith Foundation)

POLE METAL EMBEDDED

(T)POLE METAL =>25FT

\$253.37497.27

* 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 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

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

RETAIL DELIVERY SERVICE

The following pole charges apply to customers formerly served on Limited Street Lighting Service (S-12), R.I.P.U.C. No. 1145-A:

Wood Poles	(G)	\$110.86
W 00d 1 0les	(0)	\$110.00
Fiberglass poles with no base	(I)	\$110.86
Fibergrass poles with no base	(1)	\$110.00
Metal Poles		
(With Foundation)	(I)	\$110.86
(With Foundation)	(3)	Ψ110.00

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

LAST RESORT SERVICE

Any Customer served under this rate who does not take its power supply from a non-regulated power producer and is ineligible for Standard Offer Service will receive Last Resort 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 <u>street and area</u> lights shall be operated <u>each and every through the use of a photoelectric device</u> night<u>ly</u> from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year. No reduction in billing will be allowed for lamp outages.

<u>DETERMINATION OF MONTHLY BILL FOR GENERAL STREET AND AREA LIGHTING – FULL SERVICE</u>

The monthly bill will be based on the following:

1. <u>Facility Charges</u>

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. <u>Energy Charges</u>

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

Monthly Operating Hours

Ja	anuary	442	July	267
F	ebruary	367	August	301
N	<u> Iarch</u>	363	September	338
A	pril	309	October	392
N	lay	280	November	418
Jı	ıne	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.

Fee or Charge Type	Charge Amount
Lighting Service Charge	See Terms and Conditions for Distribution Service

PAYMENTS

One-twelfth of the annual price including such adjustments herein specified will be billed each and every month beginning with the month next following the month in which service is rendered.

NOTIFICATION OF OUTAGES

The Company agrees that it will replace lamps that are burned out, or are not functioning for other reasons, within a reasonable period of time after written notification by the Customer or verbal notification via the designated street light outage phone number. To the extent practicable, the Company also will use all reasonable efforts to respond to reports about outages from the general public, which reports are given by means other than written notice or the street light outage phone number. However, unless such report is made in writing or via the designated phone number, the Company cannot provide any assurances to the Customer that the Company will be able to respond in a timely manner.

The time it takes for the Company to repair or replace lamps depends on the extent of damage to the lamp and/or fixture, the means by which the Company was notified, the size of the backlog of reports, and whether any other abnormal conditions exist which affect the Company's ability to respond in a timely manner.

MAINTENANCE OF STREET LIGHTS

It is expressly understood and agreed that the Company has no responsibility to locate or identify burned out or malfunctioning lamps; this is the sole and exclusive responsibility of the Customer. The Company's obligation to the Customer to repair lamps arises only after receipt of appropriate notice of an outage.

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 <u>any lighting facility</u> <u>component such as pole, standard, lamp, <u>luminaire, accessory fixture</u> or conductors being broken or damaged more than once <u>a year in a twelve month period</u>. Notification of excessive damage will be made to the Customer by the Company prior to billing for repairs.</u>

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.

Canceling R.I.P.U.C. No. 1181

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

RELAMPING

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

FAILURE OF LIGHTS TO OPERATE

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

LOCATION OF STREET AND AREA LIGHTS

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

PERMANENT DISCONTINUANCE OF LIGHTINGS FACILITIES

The Customer may not permanently discontinue lighting facilities, owned by the Company, at no cost to the Customer, limited to a quantity not to during any calendar year lights in exceeds of five one (51) percent of the total number of lightings assemblies assigned to the Customer's billing account under this tariff within the given calendar year. The request by a Customer for the permanent discontinuance of the lighting in excess of one (1) percent as stated above may be performed by mutual agreement upon payment by the Customer to the Company in an amount equal to the sum of the unamortized balance of the original installation cost, removal and restoration costs, and any street light reconfiguration costs to maintain all other active lights. in service except that any number of lights above five (5) percent may be discontinued by mutual agreement upon payment of undepreciated value of the existing light if such light has been installed for a period of less than ten years.

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.

TEMPORARY DISCONNECTION

The customer may request that a light may be disconnected for a period not to exceed one (1) year. The Company will cease operation and billing of such light upon payment of a disconnect charge of \$25. If served underground, the underground charge will continue.

TERMS AND CONDITIONS

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

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

RATE

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

1. Luminaire Charges:

					Annual
					Temporary
Lamp Type					Turn Off
Luminaire Type	Lumen	Nominal		Annual	Charge
-	Rating	Wattage	Description	kWh	per Unit
Incandescent					
<u>Roadway</u>					
	1,000	105	LUM INC RWY 105WTT	n/a	\$68.05
	2,500	205	LUM INC RWY 205WTT	n/a	68.05
Mercury Vapor					
Roadway					
	4,400	100	LUM MV RWY 100W TT	<u>n/a</u>	68.05
	8,500	175	LUM MV RWY 175W TT	<u>n/a</u>	70.25
	13,000	250	LUM MV RWY 250W TT	n/a	70.25
	23,000	400	LUM MV RWY 400W TT	n/a	73.84
	63,000	1,000	LUM MV RWY 1000WT	<u>Γ n/a</u>	98.08

RATE (Continued)
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TATE (Continued)					Annual
					<u>Temporary</u>
Lamp Type					Turn Off
Luminaire Ty		Nominal		Annual	Charge
	Rating	Wattage	Description	kWh	per Unit
Mercury Vapor (Co	ontinued)				
Floodlight					
	23,000	400	LUM MV FLD 400W TT	n/a	\$87.88
	63,000	1,000	LUM MV FLD 1000WTT	n/a	108.82
Post Top					
	8,500	175	LUM MV POST 175W TT	n/a	94.08
Motal Halida					
<u>Metal Halide</u> Floodlight					
<u> Flooulight</u>	32,000	400	LUM MH FLD 400W TT	n/a	108.82
	107,800	1,000	LUM MH FLD 1000W TT		118.81
	107,800	1,000	LUM MIT FLD 1000W 11	11/a	110.01
High Pressure Sodi	um Vapor				
Roadway	<u> </u>				
	4,000	50	LUM HPS RWY 50W TT	n/a	68.05
	6,300	70	LUM HPS RWY 70W TT	n/a	68.30
	9,600	100	LUM HPS RWY 100W TT		70.25
	16,000	150	LUM HPS RWY 150W TT		63.90
	27,500	250	LUM HPS RWY 250W TT		73.84
	50,000	400	LUM HPS RWY 400W TT		98.08
Wallighter	·				
	27,500 (24 Hr)	250	WALL HPS 250W 24 TT	n/a	149.86
Post Top	, ,				
	4,000	50	LUM HPS POST 50W TT	n/a	93.29
	9,600	100	LUM HPS POST 100W T	Γ n/a	94.08
<u>Floodlight</u>					
	27,500	250	LUM HPS FLD 250W TT	n/a	87.88
	50,000	400	LUM HPS FLD 400W TT	n/a	108.82
2 0					
2. <u>Support an</u>	d Accessory Char	ges:			Annual
					Temporary
					Turn Off
					Support
Service Type					Charge
Support Ty	me		Description		per Unit
Биррогі Ту	· ρc		Description		per Omt
Overhead Service					
	bution Pole				
Wood Pole)		POLE – WOOD TEMPOF	F	\$127.05

		Annual
		Temporary
		Turn Off
		Support
Service Type		Charge
Support Type	Description	per Unit
<u>Underground Service</u>		
Non-Metallic Standard		
Fiberglass without Foundation	POLE FIBR EMB<25TT	\$172.63
Fiberglass with Foundation < 25 ft.	POLE FIBER PT <25TT	265.92
	(Or) POLE FIBER RWY <25TT	265.92
Fiberglass with Foundation =>25 ft.	POLE FIBER RWY =>25TT	247.10
Metallic Standard		
Metallic Direct Embedded (No Fdn.)	POLE METAL EMB TT	265.92
Metallic with Foundation	POLE METAL=>25' TT	497.27

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

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

CREW PROTECTION

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

REINSTATEMENT OF GENERAL STREET AND AREA LIGHTING – FULL SERVICE

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

TERM OF SERVICE

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004 July 1, 2009

Electric Propulsion Rate (X-01)

High Voltage Delivery Service

R.I.P.U.C. No. 20321183

Monthly Charge As Adjusted

Rates for High Voltage Delivery Service

	Customer Charge per month	\$10,00	00.00 16,500.00	
	Transmission Demand Charge per kW	\$	3 <u>1.342.01</u>	
	Transmission Charge per kWh		0.557¢	
	Non-Bypassable Transition Charge per kWh		0.235¢	
	<u>Transmission Adjustment Factor per kWh</u>		1.064¢	
	Distribution Energy Charge per kWh		0.312 <u>0.498</u> ¢	
	Conservation and Load Management Adjustment per kV	<u>Vh</u>	0.350¢	
Rates 1	for Standard Offer Service or Last Resort Service (Option	<u>al)</u>		

<u>Standard Offer per kWh</u> per Standard Offer Service tariff

<u>Last Resort per kWh</u> per Last Resort Service tariff

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

Other Rate Clauses apply as usual.

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

AVAILABILITY

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

MONTHLY CHARGE

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

PEAK AND OFF-PEAK PERIODS:

PEAK HOURS: June - September -- 8 a.m. - 10 p.m. Weekdays,

December - February -- 7 a.m. - 10 p.m. Weekdays

October - November and

March - May -- 8 a.m. - 9 p.m. Weekdays

OFF-PEAK HOURS: All other hours

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

DEMAND

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

- a) The greatest peak occurring in such month during Peak hours as measured in kilowatts,
- b) Through the billing month of December 2005, 8090% of the greatest peak occurring in such month during Peak hours as measured in kilovolt-amperes, and 90% thereafter,
- c) 75% of the greatest Demand as so determined above during the preceding eleven months, and
- d) 10 kilowatts.

Demand shall be measured in fifteen minute intervals.

RATE ADJUSTMENT PROVISIONS

Transmission Service Charge Adjustment

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

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Conservation and Load Management Adjustment

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Conservation and Load Management Adjustment Provision as from time to time effective in accordance with law.

Customer Credit Provision

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

Pension/OPEB Adjustment Provision

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

Inspection and Maintenance Cost Adjustment Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Inspection and Maintenance Cost Adjustment Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

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

Distribution Adjustment Provision

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

STANDARD OFFER SERVICE

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

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

LAST RESORT SERVICE

If at any time the customer does not take its power supply from a non-regulated power producer and becomes ineligible for Standard Offer Service, the customer will receive Last Resort Service pursuant to 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.

EFFECTIVE DATE OF RATES FOR SERVICE

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

Effective: October 28, 2004 July 1, 2009

Station Power Delivery and Reliability Service Rate (M-1)January 1, 2009 <u>July 1, 2009</u> Retail Delivery Service

R.I.P.U.C. No. 20331184

Rates for Station Power Delivery and Reliability Service

Eligible Customers must select one of the two rate Options A or B below:

Monthly Charges

OPTION A

<u>Distribution Delivery Service Charge</u> \$3,406.184,406.03 per month

Non-Bypassable Transition Charge Higher of: 0.235¢ per kWh or \$3,500

Conservation and Load Management Charge Higher of 0.350¢ per kWh or \$800

OPTION B

<u>Distribution Delivery Service Charge</u> \$3,406.184,406.03 per month

Non-Bypassable Transition Charge 0.235¢ per kWh

Conservation and Load Management Charge 0.350¢ per kWh

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

THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) Retail Delivery Service

AVAILABILITY

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

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

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

DEFINITIONS

As used in this tariff:

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

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

TYPE OF SERVICE

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

DELIVERY POINT CONSOLIDATION

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

THE NARRAGANSETT ELECTRIC COMPANY **STATION POWER DELIVERY AND RELIABILITY SERVICE RATE** (M-1) Retail Delivery Service

MONTHLY CHARGE

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

BILLING DETERMINANTS FOR TRANSITION AND CONSERVATION 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 Conservation and Load Management 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 Conservation and Load Management Charges, the Company will net gross generator output against remotely supplied station service deliveries each hour. The charge for each month shall be the kilowatt-hour charge multiplied by the net kilowatt-hours delivered for the hour if the deliveries exceed generation output for such hour.

RATE ADJUSTMENT CLAUSE APPLICABILITY

The Transition Charge Adjustment Provision, the Conservation and Load Management Adjustment Provision, the Standard Offer Adjustment Provision, and the Transmission Service Charge Adjustment Provision shall not apply to Option A of this Rate.

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

Customer Credit Provision

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

THE NARRAGANSETT ELECTRIC COMPANY STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1) Retail Delivery Service

TRANSMISSION SERVICE ARRANGEMENTS

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

ARRANGEMENTS FOR GENERATION SERVICE

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

OTHER LOW VOLTAGE SERVICE EXCLUDED

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

OTHER FACILITIES EXCLUDED

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

GROSS EARNINGS TAX

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

TERMS AND CONDITIONS

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

Effective: October 28, 2004 July 1, 2009