

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

IN RE: PETITION OF RIH ORTHOPAEDIC :
FOUNDATION, INC. FOR DECLARATORY : DOCKET NO. 5101
JUDGMENT ON RHODE ISLAND GEN. LAWS :
§ 39-26.4, THE NET METERING ACT :

RIH ORTHOPAEDIC FOUNDATION, INC.
RESPONSE TO
FIRST SET OF DATA REQUESTS OF THE RIDPUC
(March 3, 2021)

Div 1-1 Kindly provide a copy of the Purchase Services Agreement discussed on Page 2 of the Petition for Declaratory Judgment (“Petition”) filed in the above docket.

RESPONSE: A copy of the Purchase Services Agreement is attached as **Attachment 1-1**. Significantly, although the Petitioner’s and UOI’s cost-sharing and reimbursement arrangements were not formally memorialized in the form of a written agreement until 2020, in actuality and as confirmed by the parties’ respective books and records, this arrangement has been implemented by the parties for many years prior and even long before the adoption of the State’s net metering legislation that added non-profit organizations (among other classes) to the list of limited counterparties eligible to participate in virtual net metering. The Petitioner welcomes any modifications to the Purchase Services Agreement proposed by the Commission (subject to its counterparty UOI’s review) to the extent the Commission determines such modifications to be warranted in order to further the objectives of the net metering program and/or otherwise avoid running afoul of its technical requirements.

Div 1-2 Kindly provide a more detailed description of the contract that RIH Orthopaedic Foundation, Inc. (“Petitioner”) would like to enter into with The Narragansett Electric Company, Inc., d/b/a National Grid (“NGrid”) that is discussed on Page 2 of the Petition.

RESPONSE: Petitioner is seeking to enter into Schedule B – Additional Information Required for Net Metering Service.

Div 1-3 Kindly provide a more detailed description of the net-metering financing arrangement that Petitioner would like to enter into as discussed on Pages 2-3 of the Petition. In your explanation, kindly discuss,

- a. the nature and type of net-metering resource to be located on property controlled by Petitioner; and

- b. how the production of electricity and money paid by the Petitioner to any private operator of the net-metering resource will be directly tied to the consumption of electricity occurring at the designated net metered accounts.

RESPONSE: The net-metering financing arrangement envisioned by the Petitioner would be located on land controlled by the Petitioner through a long-term lease or other qualifying land control arrangement. The net metering resource is expected to be an eligible renewable energy resource in the form of direct solar radiation. Compensation to the private operator would be based upon the purchase and sale renewable net-metering credits to be credited to designated accounts, which in turn is restricted based on energy consumption.

Div 1-4

Explain why Petitioner is seeking a declaration that it can enter into an agreement with University Orthopedics, Inc. (“UOI”) such that it becomes the customer of record for UOI electrical service accounts, Petition at 8, when it will be designating accounts eligible for net metering. Petition at 3.

RESPONSE: The Petitioner would become the customer of record for UOI electrical service accounts if the Rhode Island Public Utilities Commission (the “Commission”) determines that such a step is necessary in order for the Petitioner to designate those accounts to receive net metering credits. The Petitioner and UOI engage in cost sharing and regularly contract for services that benefit one another across a range of activities. As such, and to optimize the efficiency of implementing Petitioner’s and UOI’s cost-sharing arrangement, the Petitioner may very well nonetheless become the customer of record on those accounts even if the Commission determines such a step is not necessary and irrespective of this Petition. However, the Petitioner is seeking confirmation that such an arrangement would not be construed as a violation of the provisions of R.I.P.U.C. Tariff 2207, which prohibits customers from entering into “agreements or arrangements to change the name on accounts for the purpose of artificially expanding” an Eligible Net Metering Site, or any other provision in the Tariff. Petitioner believes that the legitimate business arrangement described in the Petition would be exempt from that prohibition for the reasons set forth in the Petition.

Div 1-5

Kindly provide documentation that the Petitioner is “established through chapter 6 of title 7” as indicated on Page 2 of the Petition.

RESPONSE: The Petitioner’s Articles of Incorporation are attached as **Attachment 1-5**.

Div 1-6

Kindly provide a complete R.I.P.U.C. Tariff 2207, highlighting all provisions upon which Petitioner relies.

RESPONSE: A copy of R.I.P.U.C. Tariff 2207 with the requested provisions highlighted as attached as **Attachment 1-6**.

Div 1-7 Kindly provide a list of all accounts by location, customer name and account number that will be “retitled” to Petitioner as a customer of record as indicated on Page 2 of the Petition.

RESPONSE:

Acct No.	Location	Customer name
04135-03036	1 VIRGINIA AVE UNIT 7 PROVIDENCE, RI 02905	UNIVERSITY ORTHOPEDICS, INC.
65938-52027	1 VIRGINIA AVE UNIT 6 PROVIDENCE, RI 02905	UNIVERSITY ORTHOPEDICS, INC.
27514-41024	345 VALLEY ROAD APT N BBAS POLE 12A MIDDLETOWN, RI 02842	UNIVERSITY ORTHOPEDICS, INC.
39973-63044	345 VALLEY ROAD APT S BBAS POLE 12A MIDDLETOWN, RI 02842	UNIVERSITY ORTHOPEDICS, INC.
15077-19030	345 VALLEY ROAD APT A A POLE 12A MIDDLETOWN, RI 02842	UNIVERSITY ORTHOPEDICS, INC.
33593-80012	1 KETTLE POINT AVE EAST PROVIDENCE, RI 02914	UNIVERSITY ORTHOPEDICS, INC.

Div 1-8 Kindly provide a list of all the accounts by location, customer name, and account number that will be designated as eligible for net metering as indicated on Page 3 of the Petition.

RESPONSE: Please See Response to Data Request Div 1-7 above.

Div 1-9 Kindly provide diagram(s)/map(s) showing all buildings and meter locations for all of the accounts that will be “retitled” and/or designated as eligible for net metering.

RESPONSE: We believe this request may be relevant to net metering arrangements where the net metered electric delivery service accounts are actually located in the same geographical location as the Eligible Net Metering System (as such term is defined in R.I.P.U.C. Tariff 2207). That is not the type of net metering arrangement being proposed by the Petitioner.

Div 1-10 For each location identified in Div 1-7 and Div 1-8 indicate whether or not Petitioner and UOI share office space as indicated on Page 2 of the Petition.

RESPONSE: Petitioner and UOI have an intermingled relationship that is not easily demarcated by physical location. By virtue of this relationship, which includes sharing of personnel and resources, the Petitioner’s activity occurs at all of the locations identified in the Petitioner’s Response to Data Request Div 1-7 and Div 1-8. The Petitioner does maintain a separate office at 1 Kettle Point in East Providence, RI, but otherwise its day-to-day activities occur across a number of different facilities, including the facilities listed in Div 1-7.

Div 1-11 For each location identified in Div 1-7 and Div 1-8, please also identify the following:

- a) The number of square feet of space per location attributable to Petitioner and/or to UOI;
- b) The number of employees per location attributable to Petitioner and/or to UOI; and
- c) A description of the activities that take place at each location attributable to Petitioner and/or to UOI.

RESPONSE: As indicated in the Petitioner’s response to Data Request Div 1-10, having no practical means to objectively assess location exactness, there is no clear separation between areas occupied by the Petitioner and/or UOI at each location, apart from a permanent office that the Petitioner operates out of at 1 Kettle Point in East Providence, RI. That office occupies approximately 3,000 square feet of space. The Petitioner and UOI share personnel and employees. The Petitioner does not directly employ any employees, but dozens of UOI’s employees perform services on behalf of the Petitioner. The activities taking place at each location generally include patient care and administrative functions.

Div 1-12 Identify all accounts that will be retitled and/or designated as eligible for net metering that are not at locations occupied by Petitioner or UOI.

RESPONSE: None.

Div 1-13 Kindly provide all correspondence, e-mails and/or other communications relating to the subject matter of the Petition between the Petitioner and/or UOI on the one hand and NGrid on the other within the last 3 years.

RESPONSE: None.

Div 1-14 Kindly provide all correspondence, e-mails and/or other communications relating to the subject matter of the Petition between the Petitioner and/or UOI on the one hand and the RI Office of Energy Resources on the other within the last 3 years.

RESPONSE: None.

Div 1-15 Kindly provide a detailed description of how Petitioner envisions net-metering credits will be generated and how the credits will be used to “defray operating costs” as indicated on Page 3 of the Petition.

RESPONSE: The Petitioner envisions the net-metering credits will be generated by an eligible net-metering system, and the Petitioner will compensate the private entity that owns and operates that system on behalf of the Petitioner through a net metering financing arrangement.

The Petitioner provides services at facilities throughout the State, through UOI, pursuant to Administrative, Supervisory and Teaching Agreements, as detailed in the Purchased Services Agreement. The Petitioner pays UOI for the services provided pursuant to those agreements. If the account-retitling described herein is in fact implemented, instead of UOI directly paying the electrical utility for electricity, amounts that UOI would have otherwise been responsible for related to electricity usage were this arrangement not entered into, will now instead be credited by UOI against any amounts owed by the Petitioner to UOI in connection with Purchases Services Agreement. That credit will effectively reduce the Petitioner's operating costs (which includes payments to UOI under the Purchase Services Agreement) such that the amount of the credit would be equal to the total net metering credit value applied on the electricity bills, however the actual out-of-pocket cost to the Foundation to acquire those net metering credits would be at a significant discount pursuant to a net metering credit agreement that would be entered into between the Foundation (as purchaser) and the private net metering resource facility owner (as seller) should the Commission grant this Petition. Should UOI's accounts in fact be retitled as contemplated in this Petition, UOI and the Foundation may elect to amend the Purchase Services Agreement to more exactly reflect the purchase credit structure described above.

Div 1-16 Kindly provide a detailed description of how UOI will be structuring its operations "to promote renewable energy in RI" as indicated on Page 3 of the Petition.

RESPONSE: UOI would be promoting renewable energy in RI because, subject to the Commission's guidance provided in connection with this Petition, by allowing the Foundation to retitle UOI's utility accounts in the manner contemplated in this Petition, an eligible nonprofit would in turn be able to participate in a virtual net metering financing arrangement involving a renewable energy resource that would have otherwise been unavailable to the Foundation but for said account retitling. The Foundation's agreement to purchase net-metering credits pursuant to a Net-Metering Financing Arrangement will encourage the development of a new renewable energy resource capable of satisfying the Foundation's demand by offering a means for financing the same that would have otherwise been unavailable without the Foundation's participation. Once that renewable energy resource achieves commercial operation, UOI will have been partly responsible for the same by having restructured its operations in such a way that accommodates an eligible nonprofit by consenting to having UOI's utility accounts retitled in the nonprofit's name and further agreeing to restructure the Foundation's payment terms under the Purchase Services Agreement. If this arrangement is not permitted to proceed under the net metering program, that renewable energy resource would not be developed.

ATTACHMENT 1-1

PURCHASED SERVICES AGREEMENT

THIS PURCHASED SERVICES AGREEMENT ("Agreement") is made and entered into as of the 16th day of October, 2020 ("Effective Date"), by and between:

UNIVERSITY ORTHOPEDICS, INC., a Rhode Island professional service corporation ("UOI"); and

RIH ORTHOPAEDIC FOUNDATION, INC., a Rhode Island non-profit, tax exempt corporation ("Foundation").

WITNESSETH:

WHEREAS, UOI and Foundation collaborate with one another on a variety of clinical, educational and charitable activities;

WHEREAS, for efficiency, Foundation and UOI provide services to one another to support those activities;

WHEREAS, UOI and Foundation compensate or reimburse one another for the services each provides to the other;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed by and between the parties hereto as follows:

1. Services.
 - a. Foundation agrees to maintain agreements (as available) with Rhode Island Hospital and the Miriam Hospital (collectively, the "Hospitals") pursuant to which Foundation, through UOI, shall ensure the provision of administrative, supervisory and teaching and other services to the Hospitals ("AS&T Agreements"). With respect to the AS&T Agreements, Foundation shall compensate UOI for all services described therein.
 - b. Foundation shall obtain funds, as funds become available from funding sources, so that orthopedic residents, under UOI supervision, may undertake research in furtherance of orthopedic care.
 - c. Foundation shall enter into such contracts as necessary to provide for a laboratory testing program pursuant to which Foundation, with the assistance of UOI, shall bill for services and reimburse UOI for services provided by UOI including UOI personnel engaged in such program.

- d. Foundation shall contract for electricity and certain other select utilities from vendors of Foundation's choosing and make the same available to UOI at any and all facilities, as directed by UOI. UOI shall reimburse RIH for such services.

2. Term and Termination

This Agreement shall be effective as of the Effective Date and continue for an initial one year period. Thereafter, the term of this Agreement shall automatically renew for subsequent terms of one (1) year each, unless terminated, at any time, by either party upon thirty (30) days' prior written notice.

Upon termination of this Agreement, neither party shall have any further obligations to each other hereunder except for obligations accruing prior to the date of termination.

3. Access to Records

Until four (4) years after the termination of this Agreement, each party agrees to make available, upon request, to the Secretary of Health and Human Services of the United States, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents and records of each party as are necessary to certify the nature and extent of services described hereunder.

4. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and, with respect thereto, supersedes any and all other agreements, understandings, negotiations, or representations, oral or written, between them.

5. Assignment

No assignment of this Agreement or the rights, powers, or duties hereunder shall be valid without the express written consent of both parties hereto, and any such unauthorized assignment shall be void; provided, however, that either party may assign this Agreement to any corporation or other entity which controls, is controlled by or under common control with the assignor without the consent of the other party, provided that said assignee assumes, in full, the obligations of the assignor hereunder. If any such unauthorized assignment is attempted, either party shall have the power, at its election, to terminate this Agreement effective upon the giving of at least thirty (30) days' prior written notice to the other party.

6. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both UOI and Foundation.

7. Independent Contractor

It is expressly acknowledged by the parties that each of UOI and Foundation is an independent contractor of the other, and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture relationship between UOI and Foundation.

8. HIPAA Compliance

As applicable, each party shall comply with the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160 and 164, the federal security standards set forth in 45 C.F.R. Parts 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all implementing regulations, (collectively referred to as "**HIPAA Requirements**") and all other applicable laws and regulations set forth under federal and state law governing the privacy and security of patient health information. To the extent either party is acting as a "Business Associate" (as that term is defined under the HIPAA Requirements) to the other party, the parties agree to comply with the terms of the Business Associate Agreement entered into between the parties.


9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery by facsimile or electronic transmission in PDF of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNIVERSITY ORTHOPEDICS, INC.

By: 

Name: Edward Akelman, MD

Title: President

RIH ORTHOPAEDIC FOUNDATION, INC

By: 

Name: Edward Akelman, MD

Title: President

ATTACHMENT 1-5

State of Rhode Island and Providence Plantations

ORIGINAL ARTICLES OF ASSOCIATION (NON-BUSINESS CORPORATION)

Know all Men by these Presents, That we John J. Hynes, H. Peter Olsen,
Frederick P. McClure, Mark A. Dingley and Thomas R. Courage

all of lawful age, hereby agree to and with each other:

FIRST. To associate ourselves together with the intention of forming a corporation under and by virtue of the powers conferred by Chapter 7-6 of the General Laws of Rhode Island, as amended.

SECOND. Said corporation shall be known by the name of RIH ORTHOPAEDIC
FOUNDATION, INC.

THIRD. Said corporation is constituted for the purpose of engaging in the practice of orthopaedic surgery for patients of Rhode Island Hospital, Providence, Rhode Island, and elsewhere; providing medical care to all the sick and injured who may come to them for diagnosis, treatment and care without regard to race, color, creed, sex, age or ability to pay for services, and particularly to provide such medical and surgical care for all persons who may seek such care at the institution known as Rhode Island Hospital; engaging in medical research as a means of seeking to alleviate human suffering; providing teaching services to medical students at the Brown University Program in Medicine and to graduates of medical schools who are in post graduate training programs; and providing administrative services in hospital medical and surgical care, and particularly providing such administrative services to the various medical and surgical departments of the institution known as Rhode Island Hospital.

In addition to the foregoing, said corporation shall have the following powers and authority, viz:— (See §§ 7-6-7, 7-6-8 of the General Laws.)

To do any lawful act which is necessary or proper to accomplish the purposes of its incorporation. Without limiting or enlarging the effect of this general grant of authority, it is hereby specifically provided that every such corporation shall have power:

- (a) to have perpetual succession in its corporate name.
- (b) to sue and be sued in its corporate name;
- (c) to have and use a common seal and alter the same at pleasure;
- (d) to elect such officers and appoint such agents as its purposes require, and to fix their compensation and define their duties;
- (e) to make by-laws not inconsistent with the Constitution or laws of the United States or of this state, or with the corporation's charter or articles of association, determining the time and place of holding and the manner of calling and of conducting meetings of its members and directors, the manner of electing its officers and directors, the mode of voting by proxy, and the number, qualifications, powers, duties and term of office of its officers and directors, and containing any other provisions, whether of the same or of a different nature, for the management of the corporation's property and the regulation and government of its affairs;
- (f) to make contracts, incur liabilities and borrow money.

Said corporation shall be entitled to take, hold, transmit and convey real and personal estate to an amount not exceeding in all one hundred fifty thousand dollars (\$150,000); provided, however, that the foregoing limitation shall not apply to corporations organized for the purposes of fostering, encouraging and assisting the physical location, settlement or resettlement of industrial and manufacturing enterprises within the state, and to whose members no profit shall ensue. If any corporation subject to the foregoing limitation desires to take and hold property to an amount exceeding one hundred fifty thousand dollars (\$150,000) either originally or by amendment, such privilege shall be granted only by the general assembly on petition thereto

(Over)

FOURTH. Said corporation shall be located in Providence, Rhode Island.
(City or Town)

(Further provisions not inconsistent with law)

FIFTH. This corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes. No part of the net earnings of this corporation shall inure to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of

~~SIXTH~~ any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and its regulations (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are described by Section 170(c)(2) of the Internal Revenue Code of 1954, as amended, and its regulations (or the corresponding provision of any future United States Internal Revenue Law), and deductible under Sections 170(a) and 170(b)(1)(A) of such Code and ~~SEVENTH~~ regulations.

SIXTH. Without in any way limiting the foregoing, the corporation shall have those powers granted by Section 7-6-7 of the General Laws, and the following additional powers:

1. To acquire by purchase, lease, or otherwise to own, hold, use, maintain, improve and operate, and to sell, lease and otherwise dispose of real and personal property.

2. To seek reimbursement for services rendered from individuals, corporations, foundations, the federal government, any state government and others; to invest and reinvest the funds of the corporation; to borrow money and issue evidences of indebtedness therefor, and to secure the same by mortgage, pledge or otherwise.

(Continued on attached s. ets)

In Testimony Whereof, We have hereunto set our hands and stated our residences this

17th day of September A. D. 1982.

NAME	RESIDENCE
<i>John J. Hynes</i> (John J. Hynes)	156 Princeton Avenue, Coventry, RI 02816
<i>H. Peter Olsen</i> (H. Peter Olsen)	274 Olney Street, Providence, RI 02906
<i>Frederick P. McClure</i> (Frederick P. McClure)	37 Barnes Street, Providence, RI 02906
<i>Mark A. Dingley</i> (Mark A. Dingley)	75 Spring Garden Street, Warwick, RI 02888
<i>Thomas R. Courage</i> (Thomas R. Courage)	437 Lloyd Avenue, Providence, RI 02906

STATE OF RHODE ISLAND, }
COUNTY OF PROVIDENCE }

In the City of Providence

in said county this 17th day of September A. D. 1982, then

personally appeared before me John J. Hynes, H. Peter Olsen, Frederick P. McClure, Mark A. Dingley and Thomas R. Courage

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

Lynne D. Smith

Notary Public.

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Non-Business Corporation

ORIGINAL

ARTICLES OF ASSOCIATION OF

RIH ORTHOPAEDIC FOUNDATION, INC.

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.....

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

SEP 17 1982

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Handwritten signature
.....

3. To employ agents and servants and in general to perform and do, either directly or indirectly, either alone or in conjunction or cooperation with other persons and organizations, all other acts or things necessary to accomplish the purposes of the corporation; provided, however, such actions are in accordance with the applicable statutes, rules and regulations of this State and of the United States for the carrying out of the purposes of the corporation as set forth herein.

SEVENTH The corporation shall be a membership corporation and shall have no authority to issue capital stock. The membership shall consist of such persons whose names are set forth in the by-laws to be adopted by the incorporators and of such additional members as may thereafter be elected to membership from time to time upon such terms and conditions as the by-laws shall set forth.

The affairs and business of the corporation shall be managed by a Board of Trustees. The trustees and officers of the corporation, terms of office, method of selection, respective duties, and all things pertaining thereto, shall be as defined and established by the by-laws.

EIGHTH Except as otherwise provided by law, the corporation may at any time dissolve by the affirmative vote of two-thirds of the total number of members of the corporation. Upon dissolution, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation outright to Rhode Island Hospital or, if said hospital is not then in existence, to and among any existing Rhode Island non-business corporations organized for educational, scientific, charitable, religious, or literary purposes, including non-profit professional societies or associations and which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954 and

its regulations (or the equivalent law as it then exists) in such manner and in such proportions as it shall prescribe.

Except as may otherwise be required by law, the corporation may, at any time, by the affirmative vote of two-thirds of the total number of members of the corporation, merge or consolidate with or into any corporation in such manner that the surviving corporation is organized and operated exclusively for charitable, scientific or educational purposes and in a manner which meets the requirements set forth above.

NINTH Except as may be otherwise required by law, these Articles of Association shall be amended only upon the vote of two-thirds of the members at a meeting duly called for the purpose pursuant to the by-laws, the notice for which shall contain the substance of each amendment to the articles to be considered; provided, however, that no such amendment shall authorize or permit the corporation to be operated otherwise than exclusively for charitable, scientific, and educational purposes and for the specific purposes set forth in Article THIRD, above, and in a manner which meets the requirements set forth in Article FIFTH, above.

ATTACHMENT 1-6

THE NARRAGANSETT ELECTRIC COMPANY
NET METERING PROVISION**I. Definitions**

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

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

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

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

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

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

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

“Eligible Net Metering Resource” shall mean eligible renewable energy resource, as defined in R.I. Gen. Laws § 39-26-5, including biogas created as a result of anaerobic digestion, but, specifically excluding all other listed eligible biomass fuels.

“Eligible Net Metering System” shall mean a facility generating electricity using an Eligible Net Metering Resource that is reasonably designed and sized to annually produce electricity in an amount that is equal to or less than the Net Metering Customer’s usage at the Eligible Net Metering System Site measured by the three-year average annual consumption of energy over the previous three years at the Net Metered Account(s) located at the Eligible Net Metering System Site. A projected annual consumption of energy may be used until the actual three-year average annual consumption of energy over the previous three years at the Net Metered Account(s) located at the Eligible Net Metering System Site becomes available for use in determining eligibility of the generating system. The Eligible Net Metering System may be owned by the same entity that is the customer of record on the Net Metered Accounts or may be owned by a Third Party that is not the Net Metering Customer or the customer of record on the Net Metered Accounts and which may offer a Third-Party Net Metering Financing Arrangement or Net Metering Financing Arrangement, as applicable. Notwithstanding any other provisions of this Tariff, any Eligible Net Metering Resource: (i) owned by a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-municipal Collaborative, (ii) owned and operated by a renewable generation developer on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-municipal Collaborative through a Net Metering Financing Arrangement or (iii) that is a Community Remote Net Metering System, shall be treated as an Eligible Net Metering System, and all delivery service accounts designated by the Public Entity, Educational Institution, Hospital, Nonprofit, Multi-Municipal Collaborative, or Net Metering Customer for a Community Remote Net Metering System for net metering shall be treated as accounts eligible for net metering within an Eligible Net Metering System Site.

“Eligible Net Metering System Site” shall mean the site where the Eligible Net Metering System is located or is part of the same campus or complex of sites contiguous to one another and the site where the Eligible Net Metering System is located or a farm in which the Eligible Net Metering System is located. Except for an Eligible Net Metering System owned by or operated on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement, or a Community Remote Net Metered System, the purpose of this definition is to reasonably assure that energy generated by the Eligible Net Metering System is consumed by net metered electric delivery service account(s) that are actually located in the same geographical location as the Eligible Net Metering System. All energy generated from any Eligible Net Metering System is and will be considered consumed at the meter where the Eligible Net Metering System is interconnected for valuation purposes. Except for an Eligible Net Metering System owned by or operated on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative through a Net Metering Financing Arrangement, or a Community Remote Net Metering System, all of the Net Metered Accounts at the Eligible Net Metering System Site must be the accounts of the same customer of record, and customers are not permitted to enter into agreements or arrangements to change the name on accounts for the purpose of artificially expanding the

Eligible Net Metering System Site to contiguous sites in an attempt to avoid this restriction.

However, a property owner may change the nature of the metered service at the delivery service accounts at the site to be master metered (as allowed by applicable state law) in the owner's name, or become the customer of record for each of the delivery service accounts, provided that the owner becoming the customer of record actually owns the property at which the delivery service account is located. As long as the Net Metered Accounts meet the requirements set forth in this definition, there is no limit on the number of delivery service accounts that may be net metered within the Eligible Net Metering System Site.

“Excess Renewable Net Metering Credit” shall mean a credit that applies to an Eligible Net Metering System for that portion of the production of electrical energy beyond one hundred percent (100%) and no greater than one hundred twenty-five percent (125%) of the Net Metering Customer's own consumption at the Eligible Net Metering System Site or the aggregate consumption of the Net Metered Accounts during the applicable billing period. Such Excess Renewable Net Metering Credit shall be equal to the Company's avoided cost rate, defined for this purpose as the Standard Offer Service kilowatt-hour (kWh) charge for the rate class and time-of-use billing period, if applicable, that is applicable to the Net Metering Customer for the Eligible Net Metering System. The Commission shall have the authority to make determinations as to the applicability of this credit to specific generation facilities to the extent there is an uncertainty or disagreement.

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

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

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

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

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

“NEPOOL” shall mean New England Power Pool.

“Net Metered Accounts” shall mean one or more electric delivery service accounts owned by a single customer of record on the same campus or complex of sites contiguous to one another and the site where the Eligible Net Metering System is located or a Farm in which the Eligible Net Metering System is located, or the electric delivery service account(s) associated with an Eligible

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

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

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

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

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

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

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

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

“Net Metering Financing Arrangement” shall mean arrangements entered into by a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative with a private entity to facilitate the financing and operation of a Net Metering resource, in which the private entity owns and operates an Eligible Net Metering Resource on behalf of a Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative, where: (i) the Eligible Net Metering Resource is located on property owned or controlled by the Public Entity,

Educational Institution, Hospital, or one of the Municipalities, as applicable, and (ii) the production from the Eligible Net Metering Resource and primary compensation paid by the Public Entity, Educational Institution, Hospital, Nonprofit, or Multi-Municipal Collaborative to the private entity for such production is directly tied to the consumption of electricity occurring at the designated Net Metered Accounts.

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

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

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

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

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

II. Terms and Conditions

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

- (1) The maximum allowable capacity for Eligible Net Metering Systems, based on name plate capacity, is 10MW.
- (2) Through December 31, 2018, the maximum aggregate amount of Community Remote Net Metering Systems built shall be thirty megawatts (30 MW). Any of the unused MW

amount after December 31, 2018 shall remain available to Community Remote Net Metering Systems until the 30 MW aggregate amount is interconnected. After December 31, 2018, the Commission may expand or modify the aggregate amount after a public hearing upon petition by the OER. The Commission shall determine, within six (6) months of such petition being docketed by the Commission, whether the benefits of the proposed expansion exceed the cost. This 30 MW aggregate amount shall not apply to any Net Metering Financing Arrangement involving Public Entity facilities, Multi-Municipal Collaborative facilities, Educational Institutions, the federal government, Hospitals, or Nonprofits.

(i) Net Metering Customers with a Community Remote Net Metering System must obtain an allocation of capacity under the cap set forth in Section II.(2) above. Customers applying for such capacity must provide or show proof of the following: a) a completed Impact Study for Renewable Distributed Generation or a valid fully executed interconnection service agreement; b) site control for the location of the Eligible Net Metering System; and c) a performance deposit as set forth in section (iii) below. If an application meets these requirements, until the capacity limit has been reached, the Community Remote Net Metering System will be provided a cap allocation that will be valid for 24 months from the date of issuance, except as provided in sections 2(v) and 2(vi), below. Projects that apply for a capacity allocation after the MW of applications approved has reached the cap will be kept on a waiting list in the order of complete application with the exception of the performance deposit, which will not be required for the waiting list, but must be paid within five business days from time of notification that capacity becomes available for a project. Applicants that fail to pay the performance deposit within this time frame shall lose their spot on the waiting list.

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

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

(iv) The Company will track the amount of capacity that has been allocated and

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

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

- 1) Demonstrable lack of action or failure on the part of a governmental agency to issue a required permit or approval in the normal course. The Customer must provide to the Company evidence that it filed either a preapplication or completed state or municipal permit application for the Community Remote Net Metering System and that such preapplication or permit application was officially accepted by the applicable state agency or municipality as a complete application within the first six (6) months of being awarded capacity by the Company; providing such evidence shall be deemed sufficient for the Company to grant the additional six (6) months (to 36 months) extension to the Customer; or
- 2) Project construction related delays associated with weather, materials, or labor, which are in good faith and beyond the control of the Customer, and could not have been prevented or avoided (each, a "Delay Event").

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

(vii) In the event of a request for an extension due to a Delay Event under section

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

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

- (7) A Community Remote Net Metering System must allocate Net Metering Credits to a minimum of (i) one account for a system associated with Low or Moderate Income Housing Eligible Credit Recipient or (ii) three (3) Eligible Credit Recipient accounts.

If Net Metering Credits are allocated to three or more Eligible Credit Recipient accounts, the following shall apply to all accounts except for those accounts associated with Low or Moderate-Income Housing Eligible Credit Recipients:

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

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

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

- (8) For ease of administering Net Metered Accounts and stabilizing Net Metered Account bills, the Company may elect (but is not required) to estimate for any 12-month period (i) the production from the Eligible Net Metering System and (ii) aggregate consumption of the Net Metered Accounts and establish a monthly billing plan that reflects the expected Net Metering Credits that would be applied to the Net Metered Accounts over 12 months. The billing plan would be designed to even out monthly billings over 12 months, regardless of actual production and usage. If the Company makes such an election, the Company would reconcile payments and credits under the billing plan to actual production and consumption at the end of the 12-month period and apply any credits or charges to the Net Metered Customer Accounts for any positive or negative difference, as applicable. Should there be a material change in circumstances at the Eligible Net Metering System Site or associated Net Metered Accounts during the 12 month period, the Company may adjust the estimate and credits during the reconciliation period. The Company may also (but is not required to) elect to issue checks to any Net Metering Customer in lieu of billing credits or carry forward credits or charges to the next billing period. For residential Eligible Net Metering Systems that are twenty-five kilowatts (25 kW) or smaller, the Company, at its option, may administer Renewable Net Metering Credits month to month allowing unused credits to carry forward into following billing period.
- (9) As a condition to receiving Net Metering Credits pursuant to this Tariff, customers who install Eligible Net Metering Systems must enter into an interconnection agreement and comply with the Company's Standards for Connecting Distributed Generation, as amended and superseded from time to time.

- (10) As a condition to receiving any payments pursuant to this provision, Net Metering Customers who install Eligible Net Metering Systems with a nameplate capacity in excess of 25 kW must comply with any and all applicable NEPOOL and ISO-NE rules, requirements, or information requests that are necessary for the Eligible Net Metering System's electric energy output to be sold into the ISO-NE administered markets. If the Company must provide to NEPOOL or ISO-NE any information regarding the operation, output, or any other data in order to sell the output of the Eligible Net Metering System into the ISO-NE administered markets, the Net Metering Customer who installs an Eligible Net Metering System must provide such information to the Company prior to the project being authorized to operate in parallel with the Company's electric distribution system.
- (11) NEPOOL and ISO-NE have the authority to impose fines, penalties, and/or sanctions on participants if it is determined that a participant is violating established rules in certain instances. Accordingly, to the extent that a fine, penalty, and/or sanction is levied by NEPOOL or the ISO-NE as a result of the Net Metering Customer's failure to comply with a NEPOOL or ISO-NE rule, requirement, or information request, the Net Metering Customer will be responsible for the costs incurred by the Company, if any, associated with such fine, penalty, and/or sanction.

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

- (1) Retail delivery service by the Company to the Net Metering Customer and Net Metered Accounts shall be governed by the tariffs, rates, terms, conditions, and policies for retail delivery service that are on file with the Commission.
- (2) The Standard Offer Service and retail delivery rates applicable to any Net Metered Account shall be the same as those that apply to the rate classification that would be applicable to such delivery service account in the absence of Net Metering, including customer and demand charges, and no other charges may be imposed to offset Net Metering Credits.
- (3) Net Metering Customers shall be exempt from backup service rates commensurate with the size of the Eligible Net Metering System.

IV. Cost Recovery

- (1) Any prudent and reasonable costs incurred by the Company pursuant to achieving compliance with R.I. Gen. Laws § 39-26.2-3(a) and the annual amount of any Net Metering Credits provided to Net Metering Customers or Net Metered Accounts shall be aggregated by the Company and billed to all distribution customers on an annual basis through a uniform per kilowatt hour (kWh) Net Metering Charge embedded in the distribution component of the rates reflected on customer bills.
- (2) The Company will include the energy market payments received from ISO-NE for the electricity generated by Eligible Net Metering Systems in the Company's annual

reconciliation of the Net Metering Charge. Eligible Net Metering Systems with a nameplate capacity in excess of 25 kW shall provide all necessary information to, and cooperate with, the Company to enable the Company to obtain the appropriate asset identification for reporting generation to ISO-NE. The Company will report all exported power to the ISO-NE as a settlement only generator and net this reported usage and associated payment received against the annual amount of Standard Offer Service component of any Net Metering Credits provided to Net Metering Customers or Net Metered Accounts.

Effective: August 1, 2018

Schedule B – Additional Information Required for Net Metering Service

THE NARRAGANSETT ELECTRIC COMPANY
NET-METERING APPLICATION OF CREDITS

Customer Name: _____

Account Number: _____

Facility Address: _____

City: _____ State: RI Zip Code: _____

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

The NMC agrees to comply with the provisions of the Net Metering Provision, the applicable retail delivery tariffs, and the Terms and Conditions for Distribution Service that are on file with the Rhode Island Public Utilities Commission as currently in effect or as modified, amended, or revised by the Company, and to pay any metering and interconnection costs required under such tariff and policies.

A) NMC Address: _____

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

Net Metered Account(s)

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

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

Service Address: _____

National Grid Account number: _____

Three-year average kWh usage for this account _____

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

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

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

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

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

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

% Amount of the Net Metering Credit being allocated.

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

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

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

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

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

Name:
Billing Address:
Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

Name:

Billing Address:

Account number:

Amount of the Net Metering Credit: _____%

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

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

Notice

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

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

Agreed and Accepted – Please sign

[NAME OF NMC]

Date: _____

By: _____

Name:

Title:

The Narragansett Electric Company
d/b/a National Grid

Date: _____

By: _____

Name:

Title: