

National Grid

Narragansett Electric Company

INVESTIGATION AS TO THE  
PROPRIETY OF COMPLIANCE  
TARIFF CHANGES

Amended Compliance Filing

Attachment 1:  
Book 2 of 2

February 26, 2010

Submitted to:  
Rhode Island Public Utilities Commission  
Docket No. R.I.P.U.C. 4065

Submitted by:

nationalgrid



**Schedule NG-HSG-11 (C) - Amended**

**Clean Versions of Compliance Retail Delivery Service Tariffs and Tariff Provisions**

## 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<sup>1</sup> 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”.

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<sup>1</sup> 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  
TRANSMISSION SERVICE COST ADJUSTMENT PROVISION

The Transmission Service Cost Adjustment (TCA) shall collect from customers transmission costs billed to The Narragansett Electric Company (Narragansett or the Company) by entities such as New England Power Company, by any other transmission provider, and by regional transmission entities such as the New England Power Pool, a regional transmission group, an independent system operator or any other entity that is authorized to bill Narragansett directly for transmission services. In addition, the TCA shall be adjusted to include an allowance for the Company's uncollectible accounts receivables associated with amounts billed through the TCA at the rate approved by the Commission.

The TCA shall be calculated separately for each of the Company's rate classes. The TCA shall be established annually based on a forecast of transmission costs, the adjustment for transmission-related uncollectible amounts, currently 0.94% as approved in R.I.P.U.C. Docket No. 4065, a full reconciliation and adjustment for any over- or under-recoveries of transmission costs incurred during the prior year, and the reconciliation of the allowance for transmission-related uncollectible amounts as described below. The Company may file to change the TCA at any time should significant over- or under-recoveries occur.

The allowance for transmission-related uncollectible amounts shall be estimated for purposes of setting the TCA for the upcoming year as the approved rate applied to the sum of (1) the forecast of transmission costs as allocated to each of the Company's rate classes on the basis of coincident peak demand and (2) any over- or under-recoveries from the prior year allocated to rate classes on the basis of forecasted kWh deliveries. This amount shall be subject to reconciliation only for actual transmission revenue billed by the Company over the applicable period.

Modifications to the TCA Factor shall be in accordance with a notice filed with the Public Utilities Commission setting forth the amount of the revised factor and the amount of the increase or decrease. The notice shall further specify the effective date of such charges.

Effective: March 1,2010

THE NARRAGANSETT ELECTRIC COMPANY  
ENVIRONMENTAL RESPONSE FUND

Mendon Road, Attleboro, Mass.

Melrose Street, Providence

J.M. Mills Landfill Site

Quonset Point Site

Effective Date: March 1, 2010

**NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR STANDARD OFFER SERVICE**

**AVAILABILITY**

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

**MONTHLY CHARGE**

The Charge for Standard Offer 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. The charge for Standard Offer Service will include the administrative costs associated with the procurement of Standard Offer Service, including an adjustment for uncollectible accounts as approved by the Commission.

**RATE FOR ALL CLASSES**

The Supplemental Schedule to this tariff sets forth the rates for each rate class for the specified period. These rates are subject to change at the end of the period specified in the Supplemental Schedule. The Company will file a new Supplemental Schedule for the next pricing period prior to the expiration of the current period.

The rates for each rate class shall be as follows:

Small Customer (Rates A-16, A-60, C-06, S-10 and S-14). The rate applicable to this class shall be a fixed price that represents a weighted average of the actual monthly contract prices over the period specified in the Supplemental Schedule, plus an estimate of the costs of any supply not procured through full requirements services contracts including, but not limited to, spot market purchases from the Independent System Operator – New England.

Large Commercial & Industrial (Rates G-02, B-32, G-32, B-62, G-62 and X-01). The rates applicable to this class shall be fixed monthly prices and represent the actual monthly contract prices for each month of the period specified in the Supplemental Schedule.

**TERMINATION OF STANDARD OFFER SERVICE**

Standard Offer Service may be terminated by a Customer upon the next scheduled meter

**NARRAGANSETT ELECTRIC COMPANY  
TARIFF FOR STANDARD OFFER SERVICE**

read provided that notice of the change of supplier was received in accordance with the Company's Terms and Conditions for Nonregulated Power Producers.

There shall be no fee for terminating Standard Offer Service.

**BILLING ADJUSTMENT WHEN LEAVING STANDARD OFFER SERVICE**

Small Customers who leave Standard Offer Service to receive Generation Service from a non-regulated power producer shall be subject to a billing adjustment for the time they were billed under the Standard Offer Service rate during the current pricing period. Specifically, the billing adjustment shall be based on the difference between the Standard Offer Service rate in effect for the current pricing period and the actual monthly contract rates for the same period, multiplied by the Customer's kilowatt-hour usage during the same period. The billing adjustment can be either a charge or a credit.

**RATE CHANGES**

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

Effective Date: March 1, 2010

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

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

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

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

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

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

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

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

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

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

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

Standard Offer Service Administrative Cost Factors:

|  |                |
|--|----------------|
| Small Customer (Rates A-16, A-60, C-06, S-06, S-10 and S-14) | 0.117¢ per kWh |
| Large Customer (Rates G-02, G-32, B-32, X-01)                | 0.102¢ per kWh |

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

Effective: March 1, 2010

**THE NARRAGANSETT ELECTRIC COMPANY  
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<br>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<br>Requested at the same time | \$76.89 per account |

Effective: March 1, 2010

**THE NARRAGANSETT ELECTRIC COMPANY  
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.

Service Option 1: 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.

| <u>Monthly fee</u> | <u>Single Payment</u> |
|--------------------|-----------------------|
| \$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.

Fees for Service Option 2:

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

| <u>Monthly fee</u> | <u>Single Payment</u> |
|--------------------|-----------------------|
| \$3.65             | \$176.28              |

Additional Services

**THE NARRAGANSETT ELECTRIC COMPANY  
OPTIONAL ENHANCED METERING SERVICE**

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

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

**THE NARRAGANSETT ELECTRIC COMPANY  
OPTIONAL ENHANCED METERING SERVICE**

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: March 1, 2010

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

Availability of Service

An Off Cycle Meter Read under this provision is available to customers receiving metered retail delivery service from 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.

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     | \$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.

Effective: March 1, 2010

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

The following Terms and Conditions where not inconsistent with the rates are a part of all rates. The provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others (the Customer) who obtain local distribution service from The Narragansett Electric Company (the Company) and to companies that are nonregulated power producers, as defined in Rhode Island General Laws. All policies, standards, specifications, and documents referred to herein have been filed with the Rhode Island Public Utilities Commission (Commission) and Division, 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 out-building, so located that it may be supplied with electricity through a service and meter in the main building.

#### Customer Furnished Equipment

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

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

Up-Keep of Customer Equipment

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

Installation of Meters

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

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 1¼% 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.

#### Limitation of Liability for Service Problems

25. The Company shall not be liable for any damage to equipment or facilities using electricity which damage is a result of Service Problems, or any economic losses which are a consequence of Service Problems. For purposes of this paragraph, the term "Service Problems" means any service interruption, power outage, voltage or amperage, fluctuations, discontinuance of service, reversal of its service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, federal or state agency order, failure to receive any electricity for which the Company has contracted, or any other causes beyond the Company's immediate control.

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

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

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

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

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

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

#### Company Right to Request a Guarantee

28. Whenever the estimated expenditures for the services or equipment necessary to deliver electricity to a Customer's premises shall be of such an amount that the income to be derived 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: March 1, 2010

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

Effective  
March 1, 2010

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

Monthly Charge As Adjusted

Rates for Retail Delivery Service

|  |        |
|--|--------|
| <u>Customer Charge per month</u>                           | \$3.75 |
| <u>Distribution Charge per kWh*</u>                        | 3.535¢ |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢ |
| <u>Transmission Charge per kWh</u>                         | 1.645¢ |
| <u>Transmission Adjustment Factor per kWh</u>              | 0.000¢ |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢ |

Rates for Standard Offer Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

\* Includes Lost Revenue factor of 0.061¢ per kWh approved in Docket No. 4065.

**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.

**STANDARD OFFER SERVICE**

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

**MINIMUM CHARGE**

The minimum charge per month is the Customer Charge.

**GROSS EARNINGS TAX**

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

**TERMS AND CONDITIONS**

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

Effective: March 1, 2010

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

Effective  
March 1, 2010

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

Monthly Charge As Adjusted

Rates for Retail Delivery Service

|  |        |
|--|--------|
| <u>Distribution Charge per kWh*</u>                        | 2.120¢ |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢ |
| <u>Transmission Charge per kWh</u>                         | 1.645¢ |
| <u>Transmission Adjustment Factor per kWh</u>              | 0.000¢ |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢ |

Rates for Standard Offer Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

\* Includes Lost Revenue factor of 0.016¢ per kWh approved in Docket No. 4065.

**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 both 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.

**STANDARD OFFER SERVICE**

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

**GROSS EARNINGS TAX**

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

**TERMS AND CONDITIONS**

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

Effective: March 1, 2010

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

Effective  
 March 1, 2010

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

Monthly Charge As Adjusted

|  | <u>Rates for<br/>Back-Up Service</u> | <u>Rates for<br/>Supplemental Service</u> |
|--|--------------------------------------|---|
| <u>Rates for Retail Delivery Service</u>               |                                      |   |
| <u>Customer Charge per month</u>                       | \$750.00                             | n/a                                       |
| <u>Distribution Charge per kW in excess of 200 kW</u>  | \$5.11                               | \$2.00                                    |
| <u>Distribution Charge per kWh*</u>                    | n/a                                  | 0.886¢                                    |
| <u>Transmission Charge per kW</u>                      | n/a                                  | \$2.28                                    |
| <u>Transmission Charge per kWh</u>                     | n/a                                  | 0.632¢                                    |
| <u>Transmission Adjustment Factor per kWh</u>          | n/a                                  | 0.000¢                                    |
| <u>Non-bypassable Transition Charge per kWh</u>        | n/a                                  | 0.235¢                                    |
| <u>C&amp;LM Adjustment per kWh</u>                     | n/a                                  | 0.350¢                                    |
| <br><u>Rates for Standard Offer Service (Optional)</u> |                                      |   |
| <u>Standard Offer per kWh</u>                          | n/a                                  | per Standard Offer Service tariff         |

\*Includes Lost Revenue factor of 0.017¢ per kWh approved in Docket No. 4065.

**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. 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

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 per kW (DEMAND) CHARGES**

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

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

**BACK-UP RETAIL DELIVERY SERVICE**

a) **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 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   |

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 |
| <u>Non-Bypassable Transition Charge per kWh</u>       | see cover sheet |

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

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

For purposes of billing kWh charges for Standard Offer Service, Non-Bypassable Transition Service and 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 NARRAGANSETT ELECTRIC COMPANY  
**C&I BACK-UP SERVICE RATE (B-32)**  
RETAIL DELIVERY SERVICE

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.

**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.

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

**CREDIT FOR HIGH VOLTAGE DELIVERY**

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

An additional credit of \$2.00 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.

**HIGH-VOLTAGE METERING ADJUSTMENT**

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

**SECOND FEEDER SERVICE**

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

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

**GROSS EARNINGS TAX**

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

**GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

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

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

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: March 1, 2010

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

Effective  
 March 1, 2010

R.I.P.U.C. No. 2037

Monthly Charge As Adjusted

| <u>Rates for Retail Delivery Service</u>               | <u>Rates for<br/>Back-Up Service</u> | <u>Rates for<br/>Supplemental Service</u> |
|--|--------------------------------------|---|
| <u>Customer Charge per month</u>                       | \$17,118.72                          | n/a                                       |
| <u>Distribution Charge per kW</u>                      | \$2.71                               | \$2.71                                    |
| <u>Distribution kWh Charge per kWh*</u>                | n/a                                  | 0.020¢                                    |
| <u>Transmission Charge per kW</u>                      | n/a                                  | \$2.28                                    |
| <u>Transmission Charge per kWh</u>                     | n/a                                  | 0.632¢                                    |
| <u>Transmission Adjustment Factor per kWh</u>          | n/a                                  | 0.000¢                                    |
| <u>Non-bypassable Transition Charge per kWh</u>        | n/a                                  | 0.235¢                                    |
| <u>C&amp;LM Adjustment per kWh</u>                     | n/a                                  | 0.350¢                                    |
| <br><u>Rates for Standard Offer Service (Optional)</u> |                                      |   |
| <u>Standard Offer per kWh</u>                          | n/a                                  | per Standard Offer Service tariff         |

\*Includes Lost Revenue factor of 0.020¢ per kWh approved in Docket No. 4065.

**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  
**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 PER KW (DEMAND) CHARGES**

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

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

**BACK-UP RETAIL DELIVERY SERVICE**

a) **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 kilovoltampers 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**

|             |                        |                               |
|-------------|------------------------|-------------------------------|
| 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  
**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**

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

**b) Assessment of Kilowatt-hour 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) 90% of the actual kVAh delivered.

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.

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

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.

**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.

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

**CREDIT FOR HIGH VOLTAGE DELIVERY**

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

An additional credit of \$2.00 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.

**HIGH-VOLTAGE METERING ADJUSTMENT**

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

**SECOND FEEDER SERVICE**

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

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

**GROSS EARNINGS TAX**

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

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

**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: March 1, 2010

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

Effective  
March 1, 2010

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

Monthly Charge As Adjusted

Rates for Retail Delivery Service

|  |        |
|--|--------|
| <u>Customer Charge per month</u>                           | \$8.00 |
| <u>Unmetered Charge per month</u>                          | \$5.00 |
| <u>Distribution Charge per kWh*</u>                        | 3.350¢ |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢ |
| <u>Transmission Charge per kWh</u>                         | 1.655¢ |
| <u>Transmission Adjustment Factor per kWh</u>              | 0.000¢ |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢ |

Rates for Standard Offer Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

\*Includes Lost Revenue factor of 0.006¢ per kWh approved in Docket No. 4065.

**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.

**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.

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

**MINIMUM CHARGE**

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

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

**UNMETERED ELECTRIC SERVICE**

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

**GROSS EARNINGS TAX**

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

**GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

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

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(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: March 1, 2010

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

Effective  
March 1, 2010

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

Monthly Charge As Adjusted

Rates for Retail Delivery Service

|  |          |
|--|----------|
| <u>Customer Charge per month</u>                           | \$125.00 |
| <u>Distribution Charge per kW in excess of 10 kW</u>       | \$4.50   |
| <u>Distribution Charge per kWh*</u>                        | 0.778¢   |
| <u>Transmission Charge per kW</u>                          | \$2.29   |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢   |
| <u>Transmission Charge per kWh</u>                         | 0.738¢   |
| <u>Transmission Adjustment Factor per kWh</u>              | 0.000¢   |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢   |

Rates for Standard Offer Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

\*Includes Lost Revenue factor of 0.072¢ per kWh approved in Docket No. 4065.

**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

**STANDARD OFFER SERVICE**

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

**DEMAND**

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

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

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

**OPTIONAL DETERMINATION OF DEMAND**

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

**CREDIT FOR HIGH VOLTAGE DELIVERY**

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

**HIGH-VOLTAGE METERING ADJUSTMENT**

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

**GROSS EARNINGS TAX**

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

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

**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: March 1, 2010

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

Effective  
March 1, 2010

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

Monthly Charge As Adjusted

Rates for Retail Delivery Service

|  |          |
|--|----------|
| <u>Customer Charge per month</u>                           | \$750.00 |
| <u>Distribution Charge per kW in excess of 200 kW</u>      | \$2.00   |
| <u>Transmission Charge per kW</u>                          | \$2.28   |
| <u>Distribution Charge per kWh*</u>                        | 0.886¢   |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢   |
| <u>Transmission Charge per kWh</u>                         | 0.632¢   |
| <u>Transmission Adjustment Factor per kWh</u>              | 0.000¢   |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢   |

Rates for Standard Offer Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

\*Includes Lost Revenue factor of 0.017¢ per kWh approved in Docket No. 4065.

**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 3,000 kW or greater to take delivery service on the 3,000 kW Demand Rate G-62 (subject to the settlement provisions in Docket No. 2290).

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

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

Transfers From Rate G-32: Any customer whose 12-month average demand is less than 180 kW for twelve consecutive months may elect to transfer from the 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.

**STANDARD OFFER SERVICE**

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

**DEMAND**

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

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

THE NARRAGANSETT ELECTRIC COMPANY  
**200 kW DEMAND RATE (G-32)**  
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 kW, the Distribution Charge per kWh, the Transmission Charge per kW and the Transmission per kWh will be increased by 20% during any such period.

**CREDIT FOR HIGH VOLTAGE DELIVERY**

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

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

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

**HIGH-VOLTAGE METERING ADJUSTMENT**

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

**SECOND FEEDER SERVICE**

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

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

**GROSS EARNINGS TAX**

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

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

**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: March 1, 2010

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

Effective  
March 1, 2010

R.I.P.U.C. No. 2038

Monthly Charge As Adjusted

Rates for Retail Delivery Services

|  |             |
|--|-------------|
| <u>Customer Charge per month</u>                           | \$17,118.72 |
| <u>Distribution Charge per kW</u>                          | \$2.71      |
| <u>Distribution Charge per kWh*</u>                        | 0.020¢      |
| <u>Transmission Charge per kW</u>                          | \$2.28      |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢      |
| <u>Transmission Charge per kWh</u>                         | 0.632¢      |
| <u>Transmission Adjustment Factor per kWh</u>              | 0.000¢      |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢      |

Rates for Standard Offer Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

\*Includes Lost Revenue factor of 0.020¢ per kWh approved in Docket No. 4065.

**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  
**3000 kW DEMAND RATE (G-62)**  
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 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.

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

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

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

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

**MONTHLY CHARGE**

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

**PEAK, SHOULDER AND OFF-PEAK PERIODS**

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

THE NARRAGANSETT ELECTRIC COMPANY  
**3000 kW DEMAND RATE (G-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.

**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.

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

**DEMAND**

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

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

**OPTIONAL DETERMINATION OF DEMAND**

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

**CREDIT FOR HIGH VOLTAGE DELIVERY**

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

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

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

**HIGH-VOLTAGE METERING ADJUSTMENT**

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

**SECOND FEEDER SERVICE**

Except as provided below, Customers receiving second feeder service shall pay \$2.00 per 90% of KVA of reserved second feeder capability. The charge for second feeder capability shall apply only to Customers with second feeder capability installed on or after May 1, 1998. The charge for second feeder capability shall not apply to Customers taking service within the Capital Center of Providence or within the downtown Providence underground network system. The Company's Construction Advance Policy 3 shall apply to determine any

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

advance contribution by the customer, using an estimate of revenues to be derived from this second feeder rate. The Company reserves the right to decline second feeder service for engineering reasons.

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

**GROSS EARNINGS TAX**

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

**GROSS EARNINGS TAX CREDIT FOR MANUFACTURERS**

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

Eligible manufacturing customers are those customers who have on file with the Company a valid certificate of exemption from the Rhode Island sales tax (under section 44-18-30(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: March 1, 2010

THE NARRAGANSETT ELECTRIC COMPANY  
**Electric Propulsion Rate (X-01)**  
HIGH VOLTAGE DELIVERY SERVICE

Effective  
March 1, 2010

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

Monthly Charge As Adjusted

Rates for High Voltage Delivery Service

|  |             |
|--|-------------|
| <u>Customer Charge per month</u>                           | \$16,500.00 |
| <u>Distribution Charge per kWh*</u>                        | 1.492¢      |
| <u>Transmission Charge per kW</u>                          | \$2.01      |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢      |
| <u>Transmission Charge per kWh</u>                         | 0.576¢      |
| <u>Transmission Adjustment Factor per kWh</u>              | 0.000¢      |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢      |

Rates for Standard Offer Service (Optional)

Standard Offer per kWh per Standard Offer Service tariff

\*Includes Lost Revenue factor of 0.189¢ per kWh approved in Docket No. 4065.

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

Other Rate Clauses apply as usual.

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

**AVAILABILITY**

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

**MONTHLY CHARGE**

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

**PEAK AND OFF-PEAK PERIODS**

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

OFF-PEAK HOURS: All other hours

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

**DEMAND**

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

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

Demand shall be measured in fifteen minute intervals.

**RATE ADJUSTMENT PROVISIONS**

Transmission Service Charge Adjustment

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

Transition Charge Adjustment

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

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

Standard Offer Adjustment

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

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**

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

**HIGH VOLTAGE SERVICE AGREEMENT**

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

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

**TERMS AND CONDITIONS**

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

**EFFECTIVE DATE OF RATES FOR SERVICE**

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

Effective: March 1, 2010

Effective

THE NARRAGANSETT ELECTRIC COMPANY  
**STATION POWER DELIVERY AND RELIABILITY SERVICE RATE (M-1)** March 1, 2010  
RETAIL DELIVERY SERVICE

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

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>    | \$3,656.58 per month                 |
| <u>Non-Bypassable Transition Charge</u>        | Higher of: 0.235¢ per kWh or \$3,500 |
| <u>Conservation and Load Management Charge</u> | Higher of 0.350¢ per kWh or \$800    |

**OPTION B**

|  |                      |
|--|----------------------|
| <u>Distribution Delivery Service Charge</u>    | \$3,656.58 per month |
| <u>Non-Bypassable Transition Charge</u>        | 0.235¢ per kWh       |
| <u>Conservation and Load Management Charge</u> | 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: March 1, 2010

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

Effective  
March 1, 2010

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

Monthly Charge as Adjusted

Rates for Retail Delivery Service

|  |            |
|--|------------|
| <u>Luminaire and Standard Charge</u>                       | See tariff |
| <u>Distribution Charge per kWh*</u>                        | 0.348¢     |
| <u>Transmission Charge per kWh</u>                         | 1.084¢     |
| <u>Transmission Adjustment Factor</u>                      | 0.000¢     |
| <u>Non-Bypassable Transition Charge per kWh</u>            | 0.235¢     |
| <u>Conservation and Load Management Adjustment per kWh</u> | 0.350¢     |

Rates for Standard Offer Service (Optional)

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

\* Includes Lost Revenue factor of 0.348¢ per kWh approved in Docket No. 4065.

**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  
**DECORATIVE STREET AND AREA LIGHTING SERVICE (S-06)**  
RETAIL DELIVERY SERVICE

**AVAILABILITY**

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

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

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

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

**RATE**

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

1. 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.

| <u>Lamp Type</u>                  |               |                |                    | <u>Annual</u> | <u>Annual</u>    |
|-----------------------------------|---------------|----------------|--------------------|---------------|------------------|
| <u>Luminaire Type</u>             | <u>Lumen</u>  | <u>Nominal</u> |                    | <u>kWh</u>    | <u>Luminaire</u> |
| <u>Luminaire Style</u>            | <u>Rating</u> | <u>Wattage</u> | <u>Description</u> |               | <u>Charge</u>    |
|                                   |               |                |                    |               | <u>per Unit</u>  |
| <u>High Pressure Sodium Vapor</u> |               |                |                    |               |                  |
| <u>Decorative Post Top</u>        |               |                |                    |               |                  |
| 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           |
| <u>Decorative Post Top - Twin</u> |               |                |                    |               |                  |
| 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.

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

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

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.

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

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.

**GROSS EARNINGS TAX**

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

**HOURS OF OPERATION**

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

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

The monthly bill will be based on the following:

1. Facility Charges

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

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

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.

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

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

**RELOCATION OF 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.

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

**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: March 1, 2010

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

Effective  
March 1, 2010

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

Monthly Charge As Adjusted

Rates for Retail Delivery Services

|  |            |
|--|------------|
| <u>Luminaire and Standard Charge</u>                         | See tariff |
| <u>Distribution Charge per kWh*</u>                          | 0.348¢     |
| <u>Transmission Charge per kWh</u>                           | 1.084¢     |
| <u>Non-Bypassable Transition Charge per kWh</u>              | 0.235¢     |
| <u>Transmission Adjustment Factor per kWh</u>                | 0.000¢     |
| <u>Conservation &amp; Load Management Adjustment per kWh</u> | 0.350¢     |

Rates for Standard Offer Service (Optional)

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

\* Includes Lost Revenue factor of 0.348¢ per kWh approved in Docket No. 4065.

**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  
**LIMITED SERVICE - PRIVATE LIGHTING (S-10)**  
RETAIL DELIVERY SERVICE

**AVAILABILITY**

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

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

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

**RATE**

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

1. Luminaire Charges:

| <u>Lamp Type</u>                  | <u>Luminaire Type</u> | <u>Lumen Rating</u> | <u>Nominal Wattage</u> | <u>Description</u>  | <u>Annual kWh</u> | <u>Annual Luminaire Charge Per Unit</u> |
|-----------------------------------|-----------------------|---------------------|------------------------|---------------------|-------------------|---|
| <u>Incandescent*</u>              |                       |                     |                        |                     |                   |   |
|                                   | Roadway               | 1,000*              | 105                    | LUM INC RWY 105W    | 438               | \$70.65                                 |
| <u>Mercury Vapor*</u>             |                       |                     |                        |                     |                   |   |
|                                   | Roadway               | 4,400*              | 100                    | LUM MV RWY 100W     | 543               | 70.65                                   |
|                                   |                       | 8,500*              | 175                    | LUM MV RWY 175W     | 881               | 72.94                                   |
|                                   |                       | 23,000*             | 400                    | LUM MV RWY 400W     | 1,991             | 120.39                                  |
|                                   |                       | 63,000*             | 1,000                  | LUM MV RWY 1000W    | 4,572             | 163.46                                  |
|                                   | Floodlight            | 23,000*             | 400                    | LUM MV FLD 400W     | 1,991             | 143.14                                  |
|                                   |                       | 63,000*             | 1,000                  | LUM MV FLD 1000W    | 4,572             | 181.37                                  |
| <u>High Pressure Sodium Vapor</u> |                       |                     |                        |                     |                   |   |
|                                   | Roadway               | 4,000               | 50                     | LUM HPS RWY 50W     | 255               | 70.65                                   |
|                                   |                       | 6,300               | 70                     | LUM HPS RWY 70W     | 359               | 70.92                                   |
|                                   |                       | 9,600               | 100                    | LUM HPS RWY 100W    | 493               | 72.94                                   |
| 16,000                            |                       | 150                 |                        | LUM HPS RWY 150W    | 722               | 72.63                                   |
|                                   |                       | 27,500              | 250                    | LUM HPS RWY 250W    | 1,269             | 120.39                                  |
|                                   |                       | 50,000              | 400                    | LUM HPS RWY 400W    | 1,962             | 163.46                                  |
|                                   | Wallighter            | 27,500 (24 hr)      | 250                    | WALL HPS 250W 24 HR | 2,663             | 172.21                                  |
|                                   | Floodlight            | 27,500              | 250                    | LUM HPS FLD 250W    | 1,269             | 143.14                                  |
|                                   |                       | 50,000              | 400                    | LUM HPS FLD 400W    | 1,962             | 181.37                                  |
|                                   | Post Top              | 4,000*              | 50                     | LUM HPS POST 50W    | 255               | 155.49                                  |
|                                   |                       | 9,600*              | 100                    | LUM HPS POST 100W   | 493               | 156.80                                  |
|                                   | Shoebox               | 9,600*              | 100                    | LUM HPS REC 100W-C1 | 493               | 93.89                                   |
| <u>Metal Halide</u>               |                       |                     |                        |                     |                   |   |
|                                   | Floodlight            | 32,000              | 400                    | LUM MH FLD 400W     | 1,883             | 181.37                                  |
|                                   |                       | 107,800*            | 1,000                  | LUM MH FLD 1000W    | 4,502             | 181.37                                  |

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

**RATE (Continued)**

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

2. **Support and Accessory Charge**

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

| <u>Service Type</u>     | <u>Support Type</u>                 | <u>Description</u>  | <u>Annual Support Charge Per Unit</u> |
|-------------------------|-------------------------------------|---------------------|---------------------------------------|
| <u>Overhead Service</u> |                                     |                     |                                       |
|                         | <u>Non-Distribution Pole</u>        |                     |                                       |
|                         | Wood Pole                           | POLE-WOOD           | \$79.15                               |
|                         | <u>Underground Service</u>          |                     |                                       |
|                         | <u>Non-Metallic Standard</u>        |                     |                                       |
|                         | Fiberglass without Foundation*      | POLE FIBR PT EMB<25 | 107.54                                |
|                         | Fiberglass with Foundation <25 ft.  | POLE FIBER RWY <25' | 165.66                                |
|                         | Fiberglass with Foundation =>25 ft. | POLE FIBER RWY =>25 | 185.67                                |
|                         | <u>Metallic Standard</u>            |                     |                                       |
|                         | Metallic with Foundation            | POLE METAL =>25FT   | 309.78                                |
| <u>Accessory Type</u>   |                                     |                     |                                       |
|                         | 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.

| <u>Fee or Charge Type</u> | <u>Charge Amount</u>                              |
|---------------------------|---|
| Lighting Service Charge   | See Terms and Conditions for Distribution Service |

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

**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.

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

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

The monthly bill will be based on the following:

1. Facility Charges

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

2. Energy Charges

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

Monthly Operating Hours

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

3. 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.

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

**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.

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

**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: March 1, 2010

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

Effective  
March 1, 2010

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

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

|  |            |
|--|------------|
| <u>Luminaire And Standard Charge</u>                         | See tariff |
| <u>Distribution Charge per kWh*</u>                          | 0.348¢     |
| <u>Transmission Charge per kWh</u>                           | 1.084¢     |
| <u>Non-Bypassable Transition Charge per kWh</u>              | 0.235¢     |
| <u>Transmission Adjustment Factor per kWh</u>                | 0.000¢     |
| <u>Conservation &amp; Load Management Adjustment per kWh</u> | 0.350¢     |

Rates for Standard Offer Service (Optional)

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

\* Includes Lost Revenue factor of 0.348¢ per kWh approved in Docket No. 4065.

**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. Luminaire Charges:

| <u>Lamp Type</u>      | <u>Luminaire Type</u> | <u>Lumen Rating</u> | <u>Nominal Wattage</u> | <u>Description</u> | <u>Annual kWh</u> | <u>Annual Luminaire Charge Per Unit</u> |
|-----------------------|-----------------------|---------------------|------------------------|--------------------|-------------------|---|
| <u>Incandescent*</u>  |                       |                     |                        |                    |                   |   |
|                       | Roadway               |                     |                        |                    |                   |   |
|                       |                       | 1,000*              | 105                    | LUM INC RWY 105W   | 438               | \$70.65                                 |
|                       |                       | 2,500*              | 205                    | LUM INC RWY 205W   | 856               | 70.65                                   |
| <u>Mercury Vapor*</u> |                       |                     |                        |                    |                   |   |
|                       | Roadway               |                     |                        |                    |                   |   |
|                       |                       | 4,400*              | 100                    | LUM MV RWY 100W    | 543               | 70.65                                   |
|                       |                       | 8,500*              | 175                    | LUM MV RWY 175W    | 881               | 72.94                                   |
|                       |                       | 13,000*             | 250                    | LUM MV RWY 250W    | 1,282             | 72.94                                   |
|                       |                       | 23,000*             | 400                    | LUM MV RWY 400W    | 1,991             | 120.39                                  |
|                       |                       | 63,000*             | 1,000                  | LUM MV RWY 1000W   | 4,572             | 163.46                                  |
|                       | Floodlight            |                     |                        |                    |                   |   |
|                       |                       | 23,000*             | 400                    | LUM MV FLD 400W    | 1,991             | 143.14                                  |
|                       |                       | 63,000*             | 1,000                  | LUM MV FLD 1000W   | 4,572             | 181.37                                  |
|                       | Post Top              |                     |                        |                    |                   |   |
|                       |                       | 8,500*              | 175                    | LUM MV POST 175W   | 881               | 156.80                                  |
| <u>Metal Halide</u>   |                       |                     |                        |                    |                   |   |
|                       | Floodlight            |                     |                        |                    |                   |   |
|                       |                       | 32,000              | 400                    | LUM MH FLD 400W    | 1,883             | 181.37                                  |
|                       |                       | 107,800*            | 1,000                  | LUM MH FLD 1000W   | 4,502             | 181.37                                  |

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

**RATE (Continued)**

| <u>Lamp Type</u>                  | <u>Luminaire Type</u> | <u>Lumen Rating</u> | <u>Nominal Wattage</u> | <u>Description</u>  | <u>Annual kWh</u> | <u>Annual Luminaire Charge Per Unit</u> |
|-----------------------------------|-----------------------|---------------------|------------------------|---------------------|-------------------|---|
| <u>High Pressure Sodium Vapor</u> |                       |                     |                        |                     |                   |   |
|                                   | Roadway               | 4,000               | 50                     | LUM HPS RWY 50W     | 255               | \$70.65                                 |
|                                   |                       | 6,300               | 70                     | LUM HPS RWY 70W     | 359               | 70.92                                   |
|                                   |                       | 9,600               | 100                    | LUM HPS RWY 100W    | 493               | 72.94                                   |
|                                   |                       | 16,000              | 150                    | LUM HPS RWY 150W    | 722               | 72.63                                   |
|                                   |                       | 27,500              | 250                    | LUM HPS RWY 250W    | 1,269             | 120.39                                  |
|                                   |                       | 50,000              | 400                    | LUM HPS RWY 400W    | 1,962             | 163.46                                  |
|                                   | Wallighter            | 27,500 (24 Hr)      | 250                    | WALL HPS 250W 24 HR | 2,663             | 172.21                                  |
|                                   | Post Top              | 4,000**             | 50                     | LUM HPS POST 50W    | 255               | 155.49                                  |
|                                   |                       | 9,600**             | 100                    | LUM HPS POST 100W   | 493               | 156.80                                  |
|                                   | Floodlight            | 27,500              | 250                    | LUM HPS FLD 250W    | 1,269             | 143.14                                  |
|                                   |                       | 50,000              | 400                    | LUM HPS FLD 400W    | 1,962             | 181.37                                  |

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

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

2. **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.

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

**RATE (Continued)**

| <u>Service Type</u>                  |   |  | Annual<br>Support<br>Charge<br>Per Unit |
|--------------------------------------|---|--|---|
| <u>Support Type</u>                  | <u>Description</u>                            |  |   |
| <u>Overhead Service</u>              |   |  |   |
| <u>Non-Distribution Pole</u>         |   |  |   |
| Wood Pole                            | POLE-WOOD                                     |  | \$79.15                                 |
| <u>Underground Service</u>           |   |  |   |
| <u>Non-Metallic Standard</u>         |   |  |   |
| Fiberglass without Foundation*       | POLE FIBR PT EMB<25                           |  | 107.54                                  |
| Fiberglass with Foundation <25 feet  | POLE FIBER PT <25'<br>(Or) POLE FIBER RWY<25' |  | 165.66                                  |
| Fiberglass with Foundation =>25 feet | POLE FIBER RWY =>25                           |  | 185.67                                  |
| <u>Metallic Standard</u>             |   |  |   |
| Metallic Direct Embedded (No Fdn.)*  | POLE METAL EMBEDDED                           |  | 253.37                                  |
| Metallic with Foundation             | POLE METAL =>25FT                             |  | 309.78                                  |

\* 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

**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.

**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.

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

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

The monthly bill will be based on the following:

1. Facility Charges

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

2. Energy Charges

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

Monthly Operating Hours

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

3. Other Fees and Charges

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

**DISCLAIMER OF LIABILITY**

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

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

**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.

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

**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.

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

**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:

| <u>Lamp Type</u>                | <u>Luminaire Type</u> | <u>Lumen Rating</u> | <u>Nominal Wattage</u> | <u>Description</u> | <u>Annual kWh</u> | <u>Annual Temporary Turn Off Charge per Unit</u> |
|---------------------------------|-----------------------|---------------------|------------------------|--------------------|-------------------|--|
| <u>Incandescent</u><br>Roadway  |                       | 1,000               | 105                    | LUM INC RWY 105WTT | n/a               | \$42.39  |
|                                 |                       | 2,500               | 205                    | LUM INC RWY 205WTT | n/a               | 42.39  |
| <u>Mercury Vapor</u><br>Roadway |                       | 4,400               | 100                    | LUM MV RWY 100W TT | n/a               | 42.39  |
|                                 |                       | 8,500               | 175                    | LUM MV RWY 175W TT | n/a               | 43.76  |
|                                 |                       | 13,000              | 250                    | LUM MV RWY 250W TT | n/a               | 43.76  |
|                                 |                       | 23,000              | 400                    | LUM MV RWY 400W TT | n/a               | 72.23  |
|                                 |                       | 63,000              | 1,000                  | LUM MV RWY 1000WTT | n/a               | 98.08  |

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

**RATE (Continued)**

| <u>Lamp Type</u>                  | <u>Luminaire Type</u> | <u>Lumen Rating</u> | <u>Nominal Wattage</u> | <u>Description</u>   | <u>Annual kWh</u> | <u>Annual Temporary Turn Off Charge per Unit</u> |
|-----------------------------------|-----------------------|---------------------|------------------------|----------------------|-------------------|--|
| <u>Mercury Vapor (Continued)</u>  |                       |                     |                        |                      |                   |  |
|                                   | Floodlight            | 23,000              | 400                    | LUM MV FLD 400W TT   | n/a               | \$85.88  |
|                                   |                       | 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  |
| <u>Metal Halide</u>               |                       |                     |                        |                      |                   |  |
|                                   | Floodlight            | 32,000              | 400                    | LUM MH FLD 400W TT   | n/a               | 108.82   |
|                                   |                       | 107,800             | 1,000                  | LUM MH FLD 1000W TT  | n/a               | 108.82   |
| <u>High Pressure Sodium Vapor</u> |                       |                     |                        |                      |                   |  |
|                                   | Roadway               | 4,000               | 50                     | LUM HPS RWY 50W TT   | n/a               | 42.39  |
|                                   |                       | 6,300               | 70                     | LUM HPS RWY 70W TT   | n/a               | 42.55  |
|                                   |                       | 9,600               | 100                    | LUM HPS RWY 100W TT  | n/a               | 43.76  |
|                                   |                       | 16,000              | 150                    | LUM HPS RWY 150W TT  | n/a               | 43.58  |
|                                   |                       | 27,500              | 250                    | LUM HPS RWY 250W TT  | n/a               | 72.23  |
|                                   |                       | 50,000              | 400                    | LUM HPS RWY 400W TT  | n/a               | 98.08  |
|                                   | Wallighter            | 27,500 (24 Hr)      | 250                    | WALL HPS 250W 24 TT  | n/a               | 103.33   |
|                                   | Post Top              | 4,000               | 50                     | LUM HPS POST 50W TT  | n/a               | 93.29  |
|                                   |                       | 9,600               | 100                    | LUM HPS POST 100W TT | n/a               | 94.08  |
|                                   | Floodlight            | 27,500              | 250                    | LUM HPS FLD 250W TT  | n/a               | 85.88  |
|                                   |                       | 50,000              | 400                    | LUM HPS FLD 400W TT  | n/a               | 108.82   |

2. **Support and Accessory Charges:**

| <u>Service Type</u>     | <u>Support Type</u>          | <u>Description</u>  | <u>Annual Temporary Turn Off Support Charge per Unit</u> |
|-------------------------|------------------------------|---------------------|--|
| <u>Overhead Service</u> |                              |                     |  |
|                         | <u>Non-Distribution Pole</u> |                     |  |
|                         | Wood Pole                    | POLE – WOOD TEMPOFF | \$79.15  |

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

**RATE (Continued)**

| <u>Service Type</u>                 | <u>Description</u>                               | Annual<br>Temporary<br>Turn Off<br>Support<br>Charge<br>per Unit |
|-------------------------------------|--|--|
| <u>Support Type</u>                 |  |  |
| <u>Underground Service</u>          |  |  |
| <u>Non-Metallic Standard</u>        |  |  |
| Fiberglass without Foundation       | POLE FIBR EMB<25TT                               | \$107.54   |
| Fiberglass with Foundation < 25 ft. | POLE FIBER PT <25TT<br>(Or) POLE FIBER RWY <25TT | 165.66   |
| Fiberglass with Foundation =>25 ft. | POLE FIBER RWY =>25TT                            | 185.67   |
| <u>Metallic Standard</u>            |  |  |
| Metallic Direct Embedded (No Fdn.)  | POLE METAL EMB TT                                | 253.37   |
| Metallic with Foundation            | POLE METAL=>25' TT                               | 309.78   |

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

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: March 1, 2010