

FERC Electric Tariff No. 3

**Wholesale Distribution Tariff
of
Narragansett Electric Company**

1. DESCRIPTION

- 1.1. This Wholesale Distribution Tariff “WDT” sets forth the rates, terms, and conditions for the provision of Wholesale Distribution Service “WDS” by The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”) to customers owning or operating eligible Energy Storage Systems “ESS” interconnected to the Company’s Electric Distribution System “EDS.” The Company will deliver energy to a Customer’s Wholesale Charging Load under this WDT and the Customer’s Wholesale Distribution Service Agreement “WDSA.” The Company and Customer may be referred to individually as “Party” or collectively as “Parties.”

2. AVAILABILITY

- 2.1. WDS is available under this WDT for an ESS interconnected at primary level to the Company’s EDS.
- 2.2. The Company will provide WDS under this WDT to a customer who:
- (i) Has a valid executed ISA;
 - (ii) Requires the use of Company’s EDS to deliver energy to its Wholesale Charging Load;
 - (iii) Participates in the wholesale market to sell energy, capacity, ancillary services or other FERC-jurisdictional services;
 - (iv) Is registered (directly or indirectly) with the Independent System Operator of New England “ISO-NE” to participate in its markets (Proof of ISO-NE registration should be provided prior to actual service commencing);
 - (v) Is creditworthy under the Company’s Creditworthiness Policy;
 - (vi) Has no on-site end-use load other than separately-metered Station Service Load; and
 - (vii) Is a stand-alone resource, which includes a co-located ESS (located behind a point of common coupling with another resource), if the co-located ESS is co-located with a resource that is separately registered with the ISO-NE, such that netting of energy between the co-located resources is prohibited.
- 2.2.1 The Customer shall, at all times that it takes service under this WDT and the WDSA, at its own expense, be responsible for (i) purchasing the wholesale energy being distributed to the Wholesale Charging Load, including allowances for losses; (ii) arranging for transmission and ancillary services, if required by the ISO-NE Tariff, for the delivery of said energy to the Company’s EDS; and (iii) arranging for state-jurisdictional retail service to serve its Station Service Load.

- 2.3. The Customer shall inform the Company that it is also seeking WDS at the time of application for interconnection, pursuant to the Company's Standards for Connecting Distributed Generation Tariff, as modified and amended from time to time.
- 2.4. If an ESS has already started the interconnection process but is not yet interconnected when this WDT becomes effective, the Customer has the option to inform the Company of its intent to take WDS and provide relevant information to allow for necessary interconnection studies to be performed, to the extent not already performed, pursuant to the Company's Standards for Connecting Distributed Generation Tariff, as modified and amended from time to time.
- 2.5. Unless an ESS already is interconnected to the EDS when this WDT becomes effective, the WDSA will be provided at the same time as the ISA. If an ISA already has been provided at the time this WDT becomes effective, the Company will use its best efforts to provide the WDSA within 15 days of the effective date of WDT, assuming any necessary studies have been completed.
- 2.6. If an ESS already is interconnected to the Distribution System when this WDT becomes effective, is eligible for service under this WDT, and is taking retail distribution service for its Wholesale Charging Load, it can request for its service to be converted to WDS and execute a WDSA. The Company will use its best efforts to convert the service within 60 days of such request, if the requirements of the WDT have been met.
- 2.7. The state-jurisdictional interconnection process allows the Customer to request WDS subject to limitations on when the Customer may take WDS for its Wholesale Charging Load or to request WDS that is not subject to limitations with regard to when it may take WDS (under normal operating conditions). If a Customer's ISA imposes limits on when WDS is available, and a Customer seeks service without such limitations, it should submit a new application requesting to be studied for such change.

3. DEFINITIONS

- 3.1. **Company:** shall mean Narragansett Electric Company, d/b/a Rhode Island Energy ("RIE").
- 3.2. **Creditworthiness Policy:** the Company's Creditworthiness Policy contained in the ISO-NE Tariff, Schedule 21-RIE, Attachment L.
- 3.3. **Customer:** the entity taking WDS under this WDT.
- 3.4. **Electric Distribution System ("EDS"):** the electric distribution power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

- 3.5. **Energy Storage System (“ESS”):** any technology capable of converting electrical energy to some form of stored energy for reconversion to electrical energy at a later time, for the purpose of this WDT, to participate in the ISO-NE markets in accordance with ISO-NE tariffs.
- 3.6. **FERC:** Federal Energy Regulatory Commission.
- 3.7. **Force Majeure:** (a) any event that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage.
- 3.8. **Good Utility Practice:** any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- 3.9. **Interconnection Service Agreement (“ISA”):** the state-jurisdictional agreement for interconnection service, between the Customer and the Company, pursuant to the Company’s Standards for Connecting Distributed Generation Tariff, as modified and amended from time to time, to which the Customer will be subject in order to interconnect its ESS to the Electric Distribution System.
- 3.10. **ISO-New England, Inc. (“ISO-NE”):** the Independent System Operators of New England, Inc., established in accordance with the NEPOOL Agreement and applicable Federal Energy Regulatory Commission approvals, which is responsible for managing the bulk power generation and transmission systems in New England.
- 3.11. **ISO-NE Tariff:** the ISO New England Inc.’s Transmission, Markets and Services Tariff and accompanying schedules and attachments, as modified and amended from time to time.
- 3.12. **Monthly WDS Charge:** the amount billed to the Customer for WDS in a billing month.
- 3.13. **NERC:** the North American Electric Reliability Corporation.
- 3.14. **NPCC:** the Northeast Power Coordinating Council, Inc.

- 3.15. **Operating Agreement:** those parameters set forth in the ISA that identify any limitations on the operation of the ESS.
- 3.16. **Station Service Load:** all energy used for purposes other than for supporting a resale of energy back into wholesale markets. Station Service Load includes, among other things energy used for IT information technology and communications, lighting, ventilation, and safety. Efficiency losses do not constitute Station Service Load. Elements essential to battery operation – namely the battery management system and thermal regulation – are wholesale loads, not Station Service Load.
- 3.17. **Wholesale Charging Load:** the wholesale energy used by the Customer's ESS that such that it can discharge to sell energy, capacity, ancillary services, or other FERC-jurisdictional services in the ISO-NE marketplace as described in the ISO-NE Tariff, Section III, Market Rule 1.
- 3.18. **Wholesale Distribution Service Agreement ("WDSA"):** the agreement between the Company and Customer for the provision of WDS under this WDT and any amendments or supplements thereto. A *pro forma* WDSA is included with this WDT as Form 1. A Customer may ask for the WDSA to be filed unexecuted at FERC.
- 3.19. **Wholesale Distribution Service ("WDS"):** transportation of wholesale electric power over the Company's EDS to the Customer's Wholesale Charging Load.

4. **PEAK, MID-PEAK, AND OFF-PEAK PERIODS**

- 4.1. On-Peak Period -- Weekdays: 2 p.m. – 7 p.m.
- 4.2. Mid-Peak Period -- Weekdays: 1 p.m. – 2 p.m. & 7 p.m. – 8 p.m.
Weekends/Holidays: 1 p.m. – 8 p.m.
- 4.3. Off-Peak Period -- All Other Hours
- 4.4. 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.

5. **RATES AND CHARGES**

- 5.1. The Monthly WDS Charge = Customer Charge + Demand Charge
- 5.2. Customer Charge = \$32.82/month
- 5.3. Monthly Demand Charge = Demand Charge_{Peak} + Demand Charge_{Mid Peak} + Demand Charge_{Off-Peak}

$\text{Demand Charge}_{\text{Peak}} = \text{Demand Rate}_{\text{Peak}} * \text{the maximum metered billing demand (kW) during the Peak period of the billing month}$

$\text{Demand Charge}_{\text{Mid-Peak}} = \text{Demand Rate}_{\text{Mid-Peak}} * \text{the maximum metered billing demand (kW) during the Mid-Peak period of the billing month}$

$\text{Demand Charge}_{\text{Off-Peak}} = \text{Demand Rate}_{\text{Off-Peak}} * \text{the maximum metered billing demand (kW) during the Off-Peak period of the billing month}$

5.4. On-Peak Period Rate + Mid-Peak Period Rate + Off-Peak Period Rate

5.4.1. On-Peak Period Rate (\$/kW-month) = \$10.55/month

5.4.2. Mid-Peak Period Rate (\$/kW-month) = \$1.35/month

5.4.3. Off-Peak Period Rate (\$/kW-month) = \$0.53/month

5.5. The kW-month demand is measured by the maximum metered billing demand, i.e., the greatest fifteen-minute demand, per On-Peak, Mid-Peak, and Off-Peak Periods.

6. NATURE OF WDS

6.1. Load Shedding and Curtailment of WDS

During any period when the Company determines that a constraint exists on all or a portion of its EDS, and such constraint may impair the reliability of its EDS, the Company will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of the Company's EDS.

If a constraint on the Company's EDS cannot be relieved through the implementation of other procedures and the Company determines that it is necessary to curtail deliveries, the Company shall, on a non-discriminatory basis, curtail the deliveries that effectively relieves the constraint. However, to the extent practicable and consistent with Good Utility Practice, any curtailment will be proportionately shared by the Company and Customer. The Company shall not direct the Customer to curtail deliveries to an extent greater than the Company would curtail the Company's deliveries under similar circumstances.

Notwithstanding the foregoing, if a portion of the EDS is not capable of serving all Distribution System-connected load, due to an abnormal or emergency condition, the Company may limit WDS, to the extent operationally feasible, in order to protect human health and safety.

Notwithstanding any other provisions of this WDT, the Company reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to curtail WDS without liability on the Company's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of WDS would endanger

persons or property. In the event of any adverse condition(s) or disturbance(s) on the Company's EDS or on any other system(s) directly or indirectly interconnected with the Company's EDS, the Company, consistent with Good Utility Practice, also may curtail WDS in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to distribution facilities, or (iii) expedite restoration of service. The Company will give the Customer as much advance notice as is practicable in the event of such curtailment. Any curtailment of WDS will not be unduly discriminatory relative to the Company's use of the EDS.

6.2. Scheduling of WDS Not Required.

Separate schedules for WDS shall not be required under this WDT. In transmission schedules submitted to ISO-NE, the Customer shall include its Wholesale Charging Load, only if required to do so under the ISO-NE Tariff.

6.3. Conflict With ISO-NE Tariff.

If a Customer identifies a conflict between this WDT and the ISO-NE Tariff, the Company and the Customer shall make good-faith efforts to resolve the conflict.

6.4. Conflicting Operating Instructions.

In the event a Customer receives conflicting operating instructions from ISO-NE and the Company, and, if human safety would not knowingly be jeopardized nor electric facilities subject to damage while the Customer seeks to reconcile the conflict with ISO-NE and Company employees before acting, the Customer should attempt a reconciliation. Otherwise, the Customer shall adhere to the operating instructions of the Company. The Company shall not be liable for money damages or other compensation to the Customer for issuing an operating instruction that overrides an ISO dispatch order or operating instruction unless the Company's action has been found to result from its gross negligence or willful misconduct.

7. METERING

7.1. The Customer shall meter Wholesale Charging Load separately from Station Service Load for purposes of this WDT and meet the applicable metering standards in the Company's Standards for Connecting Distributed Generation R.I.P.U.C. No. 2258 and meet the requirements necessary to qualify with ISO-NE as an Energy Storage Facility.

7.1.1. The metering arrangement must be capable of providing interval data that can be used to determine the maximum demand for Wholesale Charging Load in a manner that can be processed through the Company's standard billing systems.

- 7.1.2. Customer shall be responsible for all reasonable and necessary costs incurred by Company for the purchase, installation, operation, maintenance, testing, repair and replacement of metering and data acquisition equipment under its ISA. Customer shall be responsible for reasonable and necessary costs incurred by Company for meter reading and billing under this WDT through the Customer Charge.
- 7.1.3. Metering requirements for Station Service Load, and, if permitted under Section 2.2.1, any other end-use load, is set forth in the applicable retail tariff.
- 7.2. In addition to metering to allow for the Company's measurement of Wholesale Charging Load and Station Service Load, the ESS will be subject to the metering provisions of the ISO-NE Tariff for purposes of settling ISO-NE-administered rates and charges.

8. BILLING AND PAYMENT

- 8.1. Within 30 days after service is provided, the Company shall submit an invoice to the Customer for the charges for all services furnished under the WDT. The invoice shall be paid by the Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Company or by wire transfer to a bank named by the Transmission Provider.
- 8.2. Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the FERC regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Company.
- 8.3. In the event the Customer failed, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described in Section 7.1 above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the Customer to cure such failure, a default by the Customer shall be deemed to exist. Upon the occurrence of a default, the Company may initiate a proceeding with FERC to terminate service but shall not terminate service until FERC accepts any such termination request.
- 8.4. In the event of a billing dispute between the Company and the Customer, the Company will continue to provide service under this WDT as long as the Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account (established in accordance with a mutually agreed upon escrow agreement) the portion of the invoice in dispute, pending resolution of such dispute. If the Customer fails to meet these two requirements for continuation of service, then the Company may provide notice to the Customer of

its intention to suspend service in sixty (60) days, in accordance with FERC policy.

9. OBLIGATIONS OF THE PARTIES

9.1. Obligations of the Customer

9.1.1. Subject to the terms and conditions of this WDT, the Company will provide Wholesale Distribution Service to any Customer, provided that (i) the Customer owns an ESS that is connected to the Company's Distribution System and meets the availability criteria described above; (ii) the Customer meets the creditworthiness criteria set forth in the ISO-NE Tariff, Schedule 21-RIE, Attachment L; (iii) the Customer agrees to pay for any facilities constructed and chargeable to such Customer under an Interconnection Service Agreement; and (iv) the Customer executes a Wholesale Distribution Service Agreement pursuant to Attachment A for service under this WDT or requests in writing that the Company file a proposed unexecuted Wholesale Distribution Service Agreement with FERC.

9.2. Obligations of the Company

9.2.1. The Company will plan, construct, operate and maintain its EDS in accordance with Good Utility Practice in order to provide the Customer with WDS over the Company's EDS to deliver energy to Wholesale Charging Load. The Company shall include the Customer's Wholesale Charging Load in its Distribution System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service sufficient Distribution System facilities to deliver the Customer's power to serve its Wholesale Charging Load on a basis comparable to the Company's delivery of power to the Company's retail customers, subject to the Operating Agreement, if any, set forth in the ISA.

10. LIMITATION OF LIABILITY

10.1. The Company shall not be liable for money, damages, or other compensation to the Customer for actions or omissions by the Company in performing its obligations under this WDT or the WDSA, except to the extent such act or omission by the Company is found to result from its gross negligence or willful misconduct. To the extent the Customer has claims against the Company, the Customer may only look to the assets of the Company for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of the Company or affiliate of either who, the Customer acknowledges and agrees, have no personal or other liability for obligations of the Company by reason of their status as directors, members, shareholders, officers, employees or agents of the Company or affiliate of either.

- 10.2. In no event shall either Party, their respective officers, directors, employees, agents, successors or assigns or their affiliates or any of their respective officers, directors, employees, agents, successors or assigns be liable to the other Party for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with performance or nonperformance of this WDT or the WDSA.
- 10.3. The provisions of this Section shall survive termination, cancellation, suspension, completion or expiration of this WDT or the WDSA

11. FORCE MAJEURE AND INDEMNIFICATION

- 11.1. Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither the Company nor the Customer will be considered in default as to any obligation under this WDT if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this WDT is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this WDT.
- 11.2. Indemnification: The Customer shall at all times indemnify, defend, and save the Company harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Company's performance of its obligations under this WDT on behalf of the Customer, except in cases of negligence or intentional wrongdoing by the Company.

12. ASSIGNMENT

- 12.1. This Tariff and the WDSA shall insure to the benefit of and bind the respective successors and assigns and successors in title of the Parties hereto. No assignment by either Party of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case being obtained, which consent shall not be unreasonably withheld or delayed, except that the WDSA may be assigned without such consent to an affiliate or successor of either Party, or to a person acquiring all or a controlling interest in the business assets of such Party. No assignment or transfer of rights shall relieve the assigning Party from full liability and financial responsibility for performance unless both the assignee or transferee and the other Party have so consented in writing, said consent not to be unreasonably withheld.

13. DISPUTE RESOLUTION

13.1. Internal Dispute Resolution Procedures

Any dispute between a Customer and the Company involving service under this WDT (excluding applications for rate changes or other changes to this WDT, or to any WDSA entered into under this WDT, which shall be presented directly to FERC for resolution) shall be referred to a designated senior representative of the Company and a senior representative of the Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

13.2. External Arbitration Procedures

Any arbitration initiated under this WDT shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including WDS matters, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable FERC regulations or ISO-NE rules.

13.3. Arbitration Decisions

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this WDT and any WDSA entered into under this WDT and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service or facilities.

13.4. Costs

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (a) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one half of the cost of the third arbitrator chosen; or
- (b) one half the cost of the single arbitrator jointly chosen by the Parties.

13.5. Rights Under The Federal Power Act

Nothing in this section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.

14. REGULATORY FILINGS

- 14.1. Nothing contained in the WDT shall be construed as affecting in any way the right of the Company to unilaterally make application to FERC for a change in rates, terms and conditions, charges, classification of service, rule or regulation under Section 205 of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder.
- 14.2. Nothing contained in the WDT or any Service Agreement shall be construed as affecting in any way the ability of any Customer receiving service under the WDT to exercise its rights under the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder.
- 14.3. The standard of review that shall apply in any proceeding initiated by either Party or FERC acting sua sponte which could result in a change in the rates, terms or conditions of this WDT shall be the ordinary "just and reasonable" standard of review, and not the higher "public interest" standard. Any Party that files any application under Sections 205 or 206 shall provide notice to the other Party of such filing.

15. FORMS

- 15.1. Attachment A: Pro Forma Wholesale Distribution Service Agreement.

16. GOVERNING LAW

- 16.1. Except as otherwise provided by federal law, this Tariff and the WDSA shall be governed by and construed in accordance with the laws of the State of Rhode Island.

17. MISCELLANEOUS

- 17.1. Notices. Any notice, request, demand or statement required to be given by either Party to the other in connection with this WDT or a WDSA shall be given in writing and shall be sent by email (read receipt requested), registered or certified mail (return receipt requested and postage prepaid), by hand delivery, or by overnight delivery, with acknowledged receipt of delivery. Notice shall be deemed given at the date of acceptance or refusal of acceptance shown on such receipt.

Any notice, request or demand pertaining to matters of an operating nature, which matters do not include requests for additional WDS or modified WDS under this WDT or the WDSA, may be served in person or by United States mail, messenger, telephone, email, or orally, as circumstances dictate, to the person designated in writing by the Party as its representative for such purposes; provided that should the same not be written, confirmation thereof shall be made in writing as soon as reasonably practicable thereafter, upon request of the Party being served.

- 17.2. Headings. The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 17.3. Other Instruments. From time to time after the execution of the WDSA, the Parties may execute such instruments, upon the request of the other, as may be necessary or appropriate, to carry out the intent of this Tariff and the WDSA.
- 17.4. Severability. Any provision of this WDT or the Customer's WDSA rendered unlawful by a court of law or regulatory agency with jurisdiction will not otherwise affect the lawful obligations under this Tariff and the Customer's WDSA.
- 17.5. Third-Party Beneficiaries. This WDT and WDSA are not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, or entity other than the Parties, and the rights and obligations herein assumed are solely for the use and benefit of the Parties.
- 17.6. No Dedication. Any undertaking by one Party to the other under any provisions of this Tariff and the WDSA shall not constitute the dedication of the electric system, or any portion thereof, of any Party to the public or to the other Party, and it is understood and agreed that any such undertaking by any Party shall cease upon termination of the Agreement.
- 17.7. Prior Agreements. By execution of a WDSA accepting the provision of WDS under the terms and conditions set forth in this Tariff, the Parties intend for the WDT and WDSA to replace and supersede all current or prior agreements for WDS.

- 17.8. Entire Agreement. Subject to the preceding Paragraph, the WDT and WDSA supersede all prior agreements, discussion, communications, and correspondence for WDS between Company and Customer, and any of their predecessors, and represent the entire understanding between Company and Customer.
- 17.9. Interpretation. For the purpose of interpreting this Tariff and the WDSA, to the extent that there exists any conflict between the provisions of this Agreement and the provisions of the ISO Tariff, the provisions of this Tariff and the WDSA shall prevail.
- 17.10. Creditworthiness. The Company acknowledges that the Customer is in compliance with the Company's Creditworthiness Procedures as of the WDSA effective date. The Customer shall remain in compliance with the Company's Creditworthiness Procedures at all times during the term of the WDSA.
- 17.11. Breach. The Company may terminate Customer's WDSA upon breach by Customer of any material term of this WDT after ninety (90) days written notice to Customer unless Customer cures its breach within that period. If the breach is not cured in thirty (30) days after a notice of breach, the Company may initiate a proceeding with FERC to terminate service but shall not terminate service until FERC so accepts any such termination request

Attachment A: Pro Forma
Wholesale Distribution Service Agreement

1. This Service Agreement for Wholesale Distribution Service (“WDSA”), dated as of [Date], is entered into, by and between The Narragansett Electric Company d/b/a Rhode Island Energy, the (“Company”), and [Customer] (“Customer”), together “Parties.”

2. Company has determined that Customer is eligible for Wholesale Distribution Service (“WDS”) under the Wholesale Distribution Tariff (“WDT” or “Tariff”).

3. All requisite studies have been completed under the interconnection process and the Customer will be party to a co-terminus interconnection service agreement (“ISA”).

4. Customer’s Station Service Load and other retail load, if any, will be distinguishable from Customer’s Wholesale Charging Load.

5. Term and Termination of WDSA. This WDSA shall remain in effect for a period of ten (10) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter. This WDSA may be terminated by Customer after giving ninety (90) Calendar Days advance written notice, or by Company notifying FERC after the Customer’s Energy Storage System permanently ceases Commercial Operation. Either Party may terminate this WDSA in the event of a default. No termination shall become effective until the Parties have complied with all applicable laws and regulations applicable to such termination, including the filing with FERC of a notice of termination of this WDSA, which notice has been accepted for filing by FERC.

6. Company agrees to provide and Customer agrees to take and pay for WDS in accordance with the provisions of the WDT and this WDSA. Parties understand and acknowledge that the rate, terms, and conditions set forth in the WDT may be revised from time to time following appropriate submission to and acceptance by the Federal Energy Regulatory Commission (“FERC”) under the Federal Power Act.

7. All provisions of the WDT, and any subsequent revisions to the WDT approved by FERC, are hereby incorporated by reference.

8. Customer shall comply with the Company’s Creditworthiness Procedures as of the effective date.

9. As long as proof of ISO registration has been provided, service under this Agreement shall commence on the later of (1) the requested service commencement date, (2) the date on which construction of any required upgrades under the relevant ISA are completed, or (3) such other date as it is permitted to become effective by FERC. Termination of service under this agreement shall be as set forth under the relevant WDT provisions or on another date mutually agreed upon by Parties.

10. WDS will be subject to Operating Agreement as defined in the Tariff and set forth in the relevant ISA.

11. Any dispute arising with respect to matters under this Agreement will be resolved pursuant to the WDT.

12. Persons for Notice:

For Company (Contract)

For Company (Operations)

For Customer (Contract)

For Customer (Operations)

Agreed and accepted by the Parties:

**The Narragansett Electric Company
d/b/a Rhode Island Energy**

By: _____

Name:

Title:

Date:

[Customer]

By: _____

Name:

Title:

Date:

