

**THE NARRAGANSETT ELECTRIC COMPANY
RENEWABLE ENERGY GROWTH PROGRAM FOR RESIDENTIAL CUSTOMERS**

1. DESCRIPTION AND STATUTORY AUTHORITY

- 1.1. This tariff (“Tariff”) describes the terms and conditions under which an Applicant for a solar electricity generating facility (“Residential Small-Scale Solar Project” or “Project”) will receive funding pursuant to Chapter 26.6 of Title 39 of the Rhode Island General Laws (“Chapter 26.6”), which refers to the Renewable Energy Growth Program (“RE Growth Program”).

2. AVAILABILITY

- 2.1. This Tariff will apply to an Applicant who has installed a Project with a nameplate capacity of up to and including 25 kilowatts at a Customer’s service location, or a Project with a nameplate capacity up to 250 kW that is operating as a Shared Solar Facility. Standard DG Projects do not have a sizing restriction based on the on-site usage, but will have a maximum system size of 25 kilowatts DC. For Shared Solar Facilities, the Project must be reasonably designed and sized to produce electricity at an annual level equal to or less than 1) the aggregate On-Site Use of the Bill Credit Recipient(s) as measured over the previous three (3) years at the eligible electric service account(s) located on the same or adjacent parcels of land; 2) the aggregate annualized On-Site Use over the period of service to the Bill Credit Recipient(s) if such service has been provided for less than three years; or 3) a reasonable estimate of the aggregate annual On-Site Use of the Bill Credit Recipient(s) if the Project is located at a new service location. The Applicant and the Customer for the Project may be the same person, or different persons, subject to the eligibility standards in the Solicitation and Enrollment Process Rules for Small-Scale Solar Projects (“Rules”) and this Tariff.
- 2.2. This Tariff applies to the Applicant for a Project that is awarded a Certificate of Eligibility pursuant to the Rules, and any successor Applicant for the Project. Upon being awarded a Conditional Certificate of Eligibility, a Project has 24 months to meet all requirements to receive compensation pursuant to this Tariff.

3. PROGRAM ELIGIBILITY

3.1. Program Eligibility for Residential Customers

To participate in the Renewable Energy Growth Program under this Residential Tariff, applicants must meet these criteria:

- 3.1.1. The project must be a residential small-scale solar system up to 25 kW or a shared solar facility up to 250 kW. Standard DG solar projects are capped at 25 kW DC.
- 3.1.2. Installation must occur at a customer’s site with retail delivery service under Rate A-16 or Rate A-60, on the same or adjacent property as defined by the program.
- 3.1.3. Shared solar facilities must be sized so annual production does not exceed the aggregate On-Site Use of Bill Credit Recipients (measured over the last three years, the period of service if less than three years, or a reasonable estimate for new locations).

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- 3.1.4. By enrolling in the Renewable Energy Growth Program and accepting a Conditional or Final Certificate of Eligibility, the Applicant agrees to all terms and conditions of this Tariff. The COE, whether conditional or final, constitutes a binding contract between the Applicant and the Company.

4. DEFINITIONS

The following words and terms shall have the following meanings when used in this Tariff:

- 4.1. Applicant: the person or entity with legal authority to enroll the Project in the RE Growth Program, and with the obligation to ensure that all aspects of the Project comply with the Rules and Tariff.
- 4.2. Application: the RE Growth Program Enrollment short form application submitted by the Applicant.
- 4.3. Bill Credit: a monthly billing account credit that allows eligible recipients to offset electric service charges applicable to on-site use subject to the eligibility requirements and provisions of Section 7.
- 4.4. Bill Credit Recipient: a customer receiving retail delivery service pursuant to Rate A-16 or Rate A-60, and who is eligible to receive Bill Credits from a Shared Solar Facility or Standard DG Project pursuant to the eligibility rules in Section 7. The Bill Credit Recipient must be in good standing on its electric service accounts with the Company and on any payment plans or other agreements with the Company, including but not limited to an interconnection service agreement. Bill Credit Recipients shall receive Bill Credits from a single DG Project.
- 4.5. Board: the Distributed Generation Board established pursuant to R.I. Gen. Laws § 39-26.2-10 and having expanded responsibilities under Chapter 26.6.
- 4.6. Commission: the Rhode Island Public Utilities Commission.
- 4.7. Company: The Narragansett Electric Company d/b/a Rhode Island Energy.
- 4.8. Conditional Certificate of Eligibility: written notice by the Company that a DG Project has been enrolled in the RE Growth Program. Upon an award of a Conditional Certificate of Eligibility, a DG Project has a defined period to construct the facility and meet all requirements to receive compensation pursuant to the applicable Tariff.
- 4.9. Core forest: Core forest has the same definition as provided in R.I. Gen. Law §39-26.6-3. "Core forest" refers to unfragmented forest blocks of single or multiple parcels totaling two hundred fifty (250) acres or greater unbroken by development and at least twenty-five (25) yards from mapped roads, with eligibility questions to be resolved by the director of the department of environmental management. Such determination shall constitute a contested

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case as defined in § 42–35–1. Notwithstanding any other provisions of this chapter, no renewable distributed-generation project that is located or planned to be located in or on a core forest, shall be considered an eligible renewable-distributed generation project or otherwise be eligible to participate in this program, unless it is on a preferred site.

- 4.10. Customer: an electric customer receiving retail delivery service on either Basic Residential Rate A-16 or Low Income Rate A-60 and who is the customer of record at the location on which a Project is installed.
- 4.11. Customer Payment/Credit Transfer Form: a form submitted by the Applicant prior to the commercial operation date of the DG Project, which is updated periodically as necessary, and contains all required information to process monthly Performance-Based Incentive Payments and Bill Credits.
- 4.12. Distributed-generation facility: means an electrical-generation facility located in the electric distribution company's load zone with a nameplate capacity no greater than five megawatts (5 MW), except for solar projects as described in § 39–26.6–7 that may exceed five megawatts (5 MW) but shall not be greater than fifteen megawatts (15 MW), unless located on preferred sites, in which case they may be sized up to thirty-nine megawatts (39 MW), using eligible renewable energy resources as defined by § 39–26–5, including biogas created as a result of anaerobic digestion, but, specifically excluding all other listed eligible biomass fuels, and connected to an electrical power system owned, controlled, or operated by the electric distribution company. For facilities developed in core forests on preferred sites, no more than one hundred thousand square feet (100,000 sq. ft.) of core forest shall be removed, except for work required for utility interconnection or development of a brownfield, in which case no more core forest than necessary for interconnection or brownfield development shall be removed. For purposes of this chapter, a distributed-generation facility must be a new resource that:
- (i) Has not begun operation;
 - (ii) Is not under construction, but excluding preparatory site work that is less than twenty-five percent (25%) of the estimated total project cost; and
 - (iii) Except for small-scale solar projects, does not have in place investment or lending agreements necessary to finance the construction of the facility prior to the submittal of an application or bid for which the payment of performance based incentives is sought under this chapter except to the extent that such financing agreements necessary to finance the construction of the facility prior to the submittal of an application or bid for which the payment of performance based incentives is sought under this chapter except to the extent that such financing agreements are conditioned upon the project owner being awarded performance-based incentives under the provisions of this chapter. For purposes of this definition, preexisting hydro generation shall be exempt from

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the provisions of subsection (6)(i) regarding operation, if the hydro-generation facility will need a material investment to restore or maintain reliable and efficient operation and meet all regulatory, environmental, or operational requirements. For purposes of this provision, “material investment” shall mean investment necessary to allow the project to qualify as a new, renewable energy resource under § 39–26–2. To be eligible for this exemption, the hydro-project developer at the time of submitting a bid in the applicable procurement must provide reasonable evidence with its bid application showing the level of investment needed, along with any other facts that support a finding that the investment is material, the determination of which shall be a part of the bid review process set forth in § 39–26.6–16 for the award of bids.

- 4.13. Distributed-generation project: means a distinct installation of a distributed-generation facility. An installation will be considered distinct if it does not violate the segmentation prohibition set forth in R.I. Gen. Laws § 39-26.6-9.
- 4.14. Final Certificate of Eligibility: notice by the Company that the DG Project has met all the requirements to receive compensation pursuant to the applicable Tariff supplement.
- 4.15. Nameplate Capacity: the total rated power output of all the Project’s panels, measured in direct current.
- 4.16. On-Site Use: the amount of energy used at a Customer’s service location during a billing period that may be delivered by the Company, or supplied by the Project, or both.
- 4.17. Performance-Based Incentive: the standard price per kilowatt-hour (“kWh”) recommended by the Board and approved by the Commission that is applicable to the output of a Project when the Applicant has been awarded a Final Certificate of Eligibility pursuant to the Solicitation and Enrollment Process Rules.
- 4.18. Preferred Site: has the same definition as provided in R.I. Gen. Law §39-26.6-3. “Preferred sites” means a location for a renewable energy system that has had prior development, including, but not limited to, landfills, gravel pits and quarries, highway and major road median strips, brownfields, superfund sites, parking lots or sites that are designated appropriate for carports, and all rooftops including, but not limited to, residential, commercial, industrial and municipal buildings.
- 4.19. Program Year: a year beginning April 1 and ending March 31, unless otherwise approved by the Commission.
- 4.20. Project: a solar photovoltaic electricity generating facility that meets the eligibility requirements of the Rules and this Tariff, that is located in the Company’s service territory, and that is interconnected with the Company’s electric distribution system at a residential service location.

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- 4.21. Renewable Energy Certificate (“REC”): an electronic record produced by the New England Power Pool Generation Information System (“NEPOOL-GIS”) that identifies the relevant generation attributes of each megawatt-hour accounted for in the NEPOOL-GIS.
- 4.22. Shared Solar Facility: a single Small-Scale Solar Project that must allocate Bill Credits to at least two (2) and no more than fifty (50) accounts pursuant to the rules specified in Section 76. Shared Solar enables customers who own or rent properties unsuitable for installing solar, or where a single system is preferred, to participate in the RE Growth Program with Small-Scale Solar Projects (>0-25 kW DC nameplate capacity). The Shared Solar Facility may be owned by the same entity that is the Applicant, the Customer, or another party.
- 4.23. Small-Scale Solar Project: a solar DG Project with a nameplate capacity of up to and including 25 kilowatts (25 kW).
- 4.24. SolarWise Program: available only through October 15, 2017, an energy efficiency and solar program, which, pursuant to RI Gen Laws § 39-26.6-19, encouraged the use of residential and non-residential solar photovoltaic equipment by offering extra incentives from the RE Growth Program when customers pursued greater energy efficiency savings through the Energy Efficiency Program Plan, which the Company files pursuant to R.I. Gen. Laws. § 39-1-27.7.
- 4.25. Solicitation and Enrollment Process Rules for Small-Scale Solar Projects: the rules that govern the solicitation, enrollment, and award processes for the RE Growth Program applicable to Customers, established pursuant to Chapter 26.6, and approved by the Commission.
- 4.26. Standard DG Project: a Project that is not classified as a Shared Solar Facility.
- 4.27. Tariff Term: The length of the agreement under this tariff between the Company and the Customer for which the Customer agrees to generate solar energy and the Company agrees to provide compensation for the Renewable Energy Credits associated with the energy generated. The tariff term specifies the duration of participation in the program and the applicable compensation structure. For the Renewable Energy Growth program, term lengths are 15 years for Small-Scale Solar I and 20 years for Small-Scale Solar II.

5. TERMS AND CONDITIONS

5.1. Requirements of the Applicant

The Applicant is required to complete and update, as appropriate, the Application information for the Project, including but not limited to: the Project owner, the Customer, the Bill Credit Recipients, the recipient of Performance-Based Incentive Payments, the total cost of the project,

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indication of whether the system is a “self-install” by the Customer/Project Owner, proof of completed mandatory training from the Rhode Island Office of Energy Resources if the system is a “self-install”, and both the General Contractor registration number and the Electrician license number of the entities constructing the project. Upon application, the appropriate Consumer Disclosure or Self-Installer Disclosure form must also be accurately completed and submitted, for the application to be deemed complete. Also, an Applicant may designate a successor Applicant for the Project. The Applicant may, but need not be, the same person or entity to pursue the interconnection of the Project with the Company’s electric distribution system. The Applicant maintains the obligation to ensure that all aspects of the Project comply with the terms of the Rules and this Tariff. Upon notice to the Company, the Applicant may transfer the compensation under this Tariff to another person or entity without the consent of the Company.

5.2. Project Segmentation

Rhode Island law prohibits project segmentation in the RE Growth Program. In no case may a project developer be allowed to segment a distributed generation project on the same parcel or contiguous parcels into smaller sized projects in order to fall under a smaller size project classification. Subject to the exceptions below, projects proposed by a developer on the same parcel or contiguous parcels will be presumed to have been segmented, and only one of the projects will be eligible for a Certificate of Eligibility. An Applicant may appeal the Company’s decision to the Commission.

Before making its determination, the Company will look for one of the following exceptions to the prohibition on project segmentation:

- i. The Projects use different renewable energy resources; or
- ii. The Projects use the same renewable energy resource, but they are: (1) electrically segregated; (2) separately metered; and (3) can demonstrate that 24 months have elapsed between the commencement of operation for one Project and the commencement of construction of any additional Project.
- iii. Projects on contiguous parcels or a single parcel will not be considered as segmented if they serve different Residential Customers.

If the Company determines that a Project is ineligible to enroll in the RE Growth Program due to project segmentation, such project may be eligible for compensation pursuant to the Net Metering Provision or through other energy market participation. Rhode Island law requires eligible Projects must not already be operating to participate in the RE Growth Program, therefore any Project receiving compensation pursuant to the Net Metering Provision is not eligible for the RE Growth Program. Furthermore, if an Applicant is awarded a Final Certificate of Eligibility from the RE Growth Program for a Project and that Project is receiving Performance-Based Incentive Payments pursuant to this Tariff, the Project will not receive

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compensation pursuant to the Net Metering Provision for the same Project during the term of service specified in the applicable Tariff supplement.

5.3. Other Company Tariff Requirements

- 5.3.1. The Company will provide the Customer with retail delivery service under the applicable retail delivery service tariff and the Company's Terms and Conditions for Distribution Service.
- 5.3.2. The Applicant is required to comply with the Company's Standards for Connecting Distributed Generation. Any application by applicants for Projects seeking to qualify for the Small-Scale Solar class for interconnection under the Standards for Connecting Distributed Generation that is not complete and accurate will be rejected by the Company, as allowed by the Standards for Connecting Distributed Generation, and the applicant will need to resubmit its application for interconnection and Conditional Certificate of Eligibility under this program as a new application.
- 5.3.3. To be eligible to receive Renewable Net Metering Credits and Excess Renewable Net Metering Credits pursuant to the Company's Net Metering Provision following the termination of the Customer's participation in the RE Growth Program, the Project and the Customer must comply with the applicable provisions of the Company's Net Metering Provision. The Customer must fulfill the length of their tariff term or otherwise meet the termination provisions in Section 9.
- 5.3.4. By participating in the Renewable Energy Growth Program and accepting a Certificate of Eligibility, all enrolled facilities shall be made available for inspection for quality and quantity assurance by the Rhode Island Office of Energy Resources, or its duly contracted agents, at the request of Rhode Island Office of Energy Resources or its agent. Failure to allow such inspection with full access to the facility within 90 days from the date of the Office of Energy Resources' request for inspection will result in suspension of PBI payments until cured and may result in termination of the Certificate of Eligibility after 180 days from the date of the Office of Energy Resources' request for inspection.

6. RENEWABLE ENERGY CERTIFICATES AND OTHER ENVIRONMENTAL ATTRIBUTES

- 6.1. For the term specified in the applicable Tariff supplement, the Company shall have the rights and title to the RECs and any other environmental attributes, as described below, or market products associated with the generation output of the Project. Pursuant to Chapter 26.6, the Customer shall retain title to all energy and capacity produced by the Project, shall be deemed to have consumed such energy and capacity on-site during the applicable billing period, and no sale of the Project's energy or capacity by the Customer to the

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Company shall be deemed to have occurred.

Prior to receiving compensation pursuant to Section 7 of this Tariff, an Applicant must cooperate with the Company to obtain Commission certification of a Project as an Eligible Renewable Energy Resource pursuant to the Commission's Rules and Regulations Governing the Implementation of a Renewable Energy Standard. In addition, the Applicant is required to cooperate with the Company to qualify the DG Project under the renewable portfolio standard or similar law and/or regulation of New York, Massachusetts, and/or one or more New England states and/or any federal renewable energy standard.

RECs must be delivered to the Company's appropriate NEPOOL-GIS account. This will be accomplished through registration of the Project with the NEPOOL-GIS. The Applicant shall provide all necessary information and cooperate with the Company to enable the Company to obtain the appropriate asset identification for reporting generation to the NEPOOL-GIS for the creation of RECs and direct all RECs from the Project to the Company's appropriate NEPOOL-GIS account. The Applicant will provide approvals or assignments, including, but not limited to, completing the REC Assignment and Aggregation Form to facilitate the Project's participation in asset aggregation or other model of asset registration and reporting.

Environmental attributes shall include any and all generation attributes or energy services as established by regional, state, federal, or international law, rule, regulation or competitive market or business method that are attributable, now or in the future, to the output produced by the Project during the term of service specified on the applicable Tariff supplement.

7. PERFORMANCE-BASED INCENTIVE PAYMENT

7.1. Eligibility

Upon receipt of a Final Certificate of Eligibility, the Applicant is entitled to the Performance-Based Incentive Payment for the term specified in the applicable Tariff supplement, provided that the Applicant has complied with all other requirements of this Tariff and the Rules.

As a condition for receiving monthly payments pursuant to Section 7.4, the Applicant must provide confirmation of the following: (1) the Company's written authority to interconnect to its electric distribution system and the Applicant's payment of all amounts due, as assessed by the Company; (2) Commission certification of the Project as an Eligible Renewable Energy Resource pursuant to the Commission's Rules and Regulations Governing the Implementation of a Renewable Energy Standard and NEPOOL-GIS asset registration; as demonstrated by the Applicant's completion of the Renewable Energy Certificate Assignment and Aggregation Form; (3) a copy of the Project's approved State of Rhode Island Solar Permit or building permit, including the responsible Rhode Island General Contractor's Number and (4) the Bill Credit Recipient(s) associated electric service account is not in arrears and is current on any approved payment plan. Applicants who have applied for and received approval for a

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SolarWise Bonus Payment by October 1, 2017 must complete the requisite energy efficiency measures prior to receiving payment under this Tariff. If payments to an Applicant are suspended or withheld for any reason, up to 90 days of Performance Based Incentive payments and bill credits will be available to be paid once the suspension is cured; the value of all generation that occurred prior to 90 days of the cure will be forfeited.

7.2. Performance-Based Incentive

The Performance-Based Incentive shall be the Performance-Based Incentive that is recommended by the Board and approved by the Commission and will be a fixed per-kWh price for the term specified in the applicable Tariff supplement, and indicated on the Certificate of Eligibility provided to the Applicant.

7.3. Program Year April 1, 2026 through March 31, 2027

Renewable Energy Class	System Size	Ceiling Price/ Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	1 to 15 kW	31.55	15 years
Small-Scale Solar II	15 to 25 kW	28.65	20 years

7.4. Performance-Based Incentive Payment

The Performance-Based Incentive Payment will be the fixed per-kWh Performance-Based Incentive applied to the measured kWh produced by the Project and it shall be provided to the Applicant and/or to the Bill Credit Recipients in accordance with the rules below.

Applicants will be responsible for designating Bill Credit Recipient billing account(s) and each Bill Credit Recipient's percentage share of the generator output on the Customer Payment/Credit Transfer Form. For Project sizing requirements for Shared Solar Facilities, all Bill Credit Recipients must be listed at the time of application. Bill Credit Recipients will receive an allocation of generated kWh each month for purposes of determining monthly Bill Credits applicable to each Bill Credit Recipient account. The following rules apply to the administration of Performance-Based Incentive Payments:

1. Bill Credit Recipients

- i. Standard DG Projects may designate only the Customer as the sole Bill Credit Recipient.

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- ii. Shared Solar Facilities must designate at least two (2) but no more than fifty (50) Bill Credit Recipients.
 - iii. The Bill Credit Recipients of Standard DG Projects must be located on the same parcel of land. Shared Solar Facilities can only share Bill Credits with Bill Credit Recipients on the same or adjacent parcels of land as the Project. Properties that are separated by a public way will not be considered to be adjacent.
2. Allocation of kWh Generation to Bill Credit Recipients:
- i. Each Bill Credit Recipient will receive a monthly generated kWh allocation equal to the lesser of the Bill Credit Recipient's designated percentage allocation of the kWh output or the Bill Credit Recipient's on-site load for the applicable billing period. For Bill Credit Recipients of Standard DG Projects, the designated percentage allocation is one hundred (100) percent.
 - ii. Each Bill Credit Recipient will receive monthly generated kWh allocations so long as the cumulative annual allocation to each account is less than the Bill Credit Recipient's Maximum Annual Limit defined as the Bill Credit Recipient's three (3) year average on-site use. For Bill Credit Recipients that have not established a three (3) year on-site usage history, the Maximum Annual Limit will be estimated initially. The Maximum Annual Limit may be requested to be reset once a total of three (3) years of billing history are available.
 - iii. For Bill Credit Recipients enrolled in the Company's A-60 Residential Rate, the maximum annual allocation limit will be either 70% or 75% of their three (3) year annual average on-site usage depending on whether they are receiving a 30% or 25% Low-Income Discount.

3. Calculation of Bill Credits Applicable to Bill Credit Recipients and Residual Cash Payments:

The Bill Credit Recipient's bill will be based upon the On-Site Use, the retail delivery service charges, and the Last Resort Service or Non-Regulated Power Producer charges in effect during the billing period and which applies to the Bill Credit Recipient's retail delivery service rate class. The Company shall apply a Bill Credit, as calculated below, to offset the Bill Credit Recipient's bill. The Bill Credit will appear as a separate line item on the Bill Credit Recipient's bill.

$$BC = \text{ALLOC} \times (DC + TC + TrC + LRS)$$

Where:

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BC = Bill Credit

ALLOC = Bill Credit Recipient's allocated generated kWh as determined per Section 7.4.

DC = the distribution charge per RIPUC No. 2095, Summary of Retail Delivery Rates, as may be amended from time to time.

TC = the Transmission Charge per RIPUC No. 2095, Summary of Retail Delivery Rates, as may be amended from time to time.

TrC = the Transition Charge per RIPUC No. 2095, Summary of Retail Delivery Rates, as may be amended from time to time.

LRS = the Residential Last Resort Service charge per RIPUC No. 2096, Summary of Last Resort Service Rates, as may be amended from time to time. For any facilities enrolled after April 1, 2020, the Last Resort Service kilowatt-hour charge shall be net of the Renewable Energy Standard charge or credit

The Performance-Based Incentive Payment is calculated based on the full monthly output generation (kWh) multiplied by the standard PBI rate. A portion is applied to the bill as a Bill Credit, and the difference between the PBI and the Bill Credit, if any, will be paid in the form a check (or by other agreed-upon means) to the recipient as identified on the Application. The Bill Credit Recipient(s) will be responsible for paying any balance due on their individual electric bills in accordance with the Terms and Conditions for Distribution Service.

The value of the Bill Credit is capped at the value of the fixed PBI.

7.5. SolarWise Program

Standard DG Project Applicants who have been approved as qualifying for a SolarWise Bonus Tier by October 15, 2017 are eligible to receive SolarWise Bonus Payments. The PBI payments pursuant to Section 7.4 of this Tariff will be adjusted to reflect the percentage increase applicable to the SolarWise Bonus Tier indicated on the Applicant's SolarWise Approval and Certificate of Eligibility.

All solar PV systems eligible for SolarWise Bonus Award levels must be sized such that the maximum annual electric (kWh) output is not greater than the 3-year historic annual average electric (kWh) usage of the Customer at that location minus the estimated annual electric energy (kWh) savings from the realized or committed measures on their SolarWise application. Systems can also be sized to produce less than the annual usage limit. The use of Excluded Technologies can adjust these calculations.

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Example: If a residential customer used an average of 10,000 kWh per year over the previous three years, and implemented energy savings of 2,000 kWh per year, the resulting SolarWise eligible system would be sized to produce no more than a maximum of 8,000 kWh in the course of a year. The maximum size of the customer's solar PV system (using a capacity factor of 14% for this example) would then decrease from 8.15 kW DC to 6.52 kW DC.

If a customer application included Excluded Technologies Adjustments, the system may be sized to include generation sufficient to power the eligible "Excluded Technologies." For example, if the customer example above also provided evidence of an electric vehicle in possession at the time of application that would consume 2,000 kWh per year, the eligible system size would increase to 8.15 kW, in order to generate 10,000 kWh per year. All of this production would be eligible for the SolarWise Bonus Awards.

8. DISPUTE RESOLUTION

- 8.1. If any dispute arises between the Company and either the Applicant or the Customer, the dispute shall be brought before the Commission for resolution. Such disputes may include but are not limited to those concerning the Rules, terms, conditions, rights, responsibilities, the termination of the Tariff or Tariff supplement, or the performance of the Applicant, the Customer, or the Company.

9. TERMINATION

- 9.1. The Applicant and the Customer shall comply with the provisions of this Tariff through the end of the term specified in the applicable Tariff supplement. The Applicant and the Customer may not terminate their obligations under this Tariff unless and until the Company consents to such termination. A formal request for termination must be submitted to the Company. Termination will be granted if the Applicant cannot fulfill the obligations because of an event or circumstance that is beyond the Applicant's reasonable control and for which the Applicant could not prevent or provide against by using commercially reasonable efforts. If these two conditions are met, the Company will not unreasonably delay or withhold its consent to an Applicant's request to terminate if the Applicant cannot fulfill the obligations because of an event or circumstance that is beyond the Applicant's reasonable control and for which the Applicant could not prevent or provide against by using commercially reasonable efforts.

Only the Project described on the Certificate of Eligibility is eligible to participate under this Tariff. In no event shall an Applicant expand a Project's nameplate capacity beyond what is allowed by the Certificate of Eligibility. If a Project exceeds the nameplate capacity allowed by the Certificate of Eligibility, the Company may revoke the Certificate of Eligibility.

A Customer issued a Certificate of Eligibility is required to fulfill all obligations of this Tariff for the entirety of their tariff term, unless they qualify for termination under the conditions specified in this Tariff. Termination of an existing Certificate of Eligibility will not be permitted solely for the purpose of transitioning to Net Metering before the completion of the

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Customer's tariff term.

The Customer and Applicant are required to comply with this Tariff. If the Company determines that a Customer or Applicant has violated the terms and conditions of this Tariff, or the provisions of any other applicable Company tariffs or applicable rules, regulations, or laws, the Company may revoke the Customer or Applicant's Certificate of Eligibility.

If the Customer is installing an additional facility under this tariff or the Net Metering Provision, the Company may allow the initial DG Project enrolled under this tariff to be transferred to enrollment under the Non-Residential Tariff for any term remaining under the initial tariff on a new non-residential customer account, or enroll the new facility under the Non-Residential Tariff. The limitations on DG Project sizing under Section 2.1 will apply to the combined systems, and all other considerations of this tariff or the Non-Residential Tariff would still apply respectively.

10. STATUTORY AUTHORITY

- 10.1. This Tariff is filed in compliance with R.I. Gen. Laws § 39-26.6-10. The Company will file Tariff supplements and all revisions to this Tariff annually by November 15. This Tariff and its supplements are subject to review, approval, and the exclusive jurisdiction of the Commission.

11. COST RECOVERY

- 11.1. The Company's recovery of all costs it incurs to implement and administer the RE Growth Program is pursuant to the Renewable Energy Growth Program Cost Recovery Provision.

12. METERING

- 12.1. The Company shall install a Company-owned meter on all Projects for the purpose of measuring the output of the Project. The meter for the Project shall be wired in parallel with and be adjacent to the existing service meter, or in another location as approved by the Company pursuant with the Company's specifications and policies on metering.
- 12.2. The Company must be provided with adequate access to read the meter(s), and to install, repair, maintain, and replace the meter(s).
- 12.3. Energy storage systems (ESS), such as electro-chemical batteries, that can store and release electrical energy, may be co-located with RE Growth qualifying projects. When located behind-the-meter of a customer and able to charge from the electric power system, ESS must be configured in a manner that they cannot export through the RE Growth production meter. When configured to charge directly from the RE Growth system, ESS must be configured so that any energy used for back-up supply purposes is not measured by the RE Growth production meter.

13. FORMS

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13.1. Historic Program Year April 1, 2015 through March 31, 2016

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I, Host Owned	1 to 10 kW	41.35¢	15 years
Small-Scale Solar I, Host Owned	1 to 10 kW	37.75¢	20 years
Small-Scale Solar I, Third-Party Owned	1 to 10 kW	32.95¢	20 years
Small-Scale Solar II	11 to 25 kW	29.80¢	20 years

13.2. Historic Program Year April 1, 2016 through March 31, 2017

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with	Ceiling Price/Standard Performance-Based Incentive (per kWh) with	Ceiling Price/Standard Performance-Based Incentive (per kWh) with	Ceiling Price/Standard Performance-Based Incentive (per kWh) with	Term of Service
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			SolarWise Tier I 5% increase (1)	SolarWise Tier II 10% increase (1)	SolarWise Tier I Third-Party Owned 2% increase (1)	SolarWise Tier II Third-Party Owned 4% increase (1)	
Small-Scale Solar I, Host Owned	1 to 10 kW	37.65¢	39.53¢	41.42¢	n/a	n/a	15 years
Small-Scale Solar I, Host Owned	1 to 10 kW	33.45¢	35.12¢	36.80¢	n/a	n/a	20 years
Small-Scale Solar I, Third- Party Owned	1 to 10 kW	28.35¢	n/a	n/a	28.92¢	29.48¢	15 years
Small-Scale Solar I, Third- Party Owned	1 to 10 kW	24.70¢	n/a	n/a	25.19¢	25.69¢	20 years

Renewable Energy Class	System Size	Ceiling Price/Standard Performance- Based Incentive (per kWh)	Ceiling Price/Standard Performance- Based Incentive (per kWh) with SolarWise Tier I 5% increase	Ceiling Price/Standard Performance- Based Incentive (per kWh) with SolarWise Tier II 10% increase	Ceiling Price/Standard Performance- Based Incentive (per kWh) with SolarWise Tier I Third-Party Owned 2% increase	Ceiling Price/Standard Performance- Based Incentive (per kWh) with SolarWise Tier II Third-Party Owned 4% increase	Term of Service
Small-Scale Solar II	11 to 25 kW	24.90¢	26.15¢	27.39¢	n/a	n/a	20 years
Small-Scale Solar II, Third- Party Owned	11 to 25 kW	24.90¢	n/a	n/a	25.40¢	25.90¢	20 years

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(1) SolarWise Bonus available only to DG Projects that have applied for and received approval for a SolarWise Bonus Tier prior to October 15, 2017.

13.3. Historic Program Year April 1, 2017 through March 31, 2018

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier I 5% increase (1)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier II 10% increase (1)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier I Third-Party Owned 2% increase (1)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier II Third-Party Owned 4% increase (1)	Term of Service
Small-Scale Solar I, Host Owned	1 to 10 kW	34.75¢	36.49¢	38.23¢	n/a	n/a	15 years
Small-Scale Solar I, Host Owned	1 to 10 kW	30.85¢	32.39¢	33.94¢	n/a	n/a	20 years
Small-Scale Solar I, Third-Party Owned	1 to 10 kW	27.05¢	n/a	n/a	27.59¢	28.13¢	15 years
Small-Scale Solar I, Third-Party Owned	1 to 10 kW	24.05¢	n/a	n/a	24.53¢	25.01¢	20 years

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Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier I 5% increase (1)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier II 10% increase (1)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier I Third-Party Owned 2% increase (1)	Ceiling Price/Standard Performance-Based Incentive (per kWh) with SolarWise Tier II Third-Party Owned 4% increase (1)	Term of Service
Small-Scale Solar II	11 to 25 kW	27.75¢	29.14¢	30.53¢	n/a	n/a	20 years
Small-Scale Solar II, Third-Party Owned	11 to 25 kW	27.75¢	n/a	n/a	28.31¢	28.86¢	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to be inclusive of all eligible federal incentives.

(1) SolarWise Bonus available only to DG Projects that have applied for and received approval for a SolarWise Bonus Tier prior to October 15, 2017.

13.4. Historic Program Year April 1, 2018 through March 31, 2019

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I, Host Owned	1 to 10 kW	32.25¢	15 years
Small-Scale Solar I, Host Owned	1 to 10 kW	28.55¢	20 years
Small-Scale Solar I, Third-Party Owned	1 to 10 kW	32.25¢	15 years

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Small-Scale Solar I, Third-Party Owned	1 to 10 kW	28.55¢	20 years
Small-Scale Solar II	11 to 25 kW	29.45¢	20 years
Small-Scale Solar II, Third-Party Owned	11 to 25 kW	29.45¢	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.

13.5. Historic Program Year April 1, 2019 through March 31, 2020

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	1 to 10 kW	28.45¢	15 years
Small-Scale Solar I	1 to 10 kW	24.95¢	20 years
Small-Scale Solar II	11 to 25 kW	27.65¢	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.

13.6. Historic Program Year April 1, 2020 through March 31, 2021

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will

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be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	1 to 10 kW	29.65¢	15 years
Small-Scale Solar II	11 to 25 kW	23.45¢	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.

13.7. Historic Program Year April 1, 2021 through March 31, 2022

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	1 to 15 kW DC	28.75¢	15 years
Small-Scale Solar II	16 to 25 kW DC	24.35¢	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.

13.8. Historic Program Year April 1, 2022 through March 31, 2023

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Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	1 to 15 kW DC	31.05¢	15 years
Small-Scale Solar II	16 to 25 kW DC	27.55¢	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.

13.9. Historic Program Year April 1, 2023 through March 31, 2024

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	>0 to 15 kW DC	27.75¢	15 years

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Small-Scale Solar II	>15 to 25 kW DC	26.15¢	20 years
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*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.

13.10. Historic Program Year April 1, 2024 through March 31, 2025

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	2024 Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	>0 to 15 kW DC	36.45	15 years
Small-Scale Solar II	>15 to 25 kW DC	33.15	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.

13.11. Historic Program Year April 1, 2025 through March 31, 2026

Performance-Based Incentives and associated Performance-Based Incentive Payment shall remain in effect during the term of service noted below in accordance with R.I. Gen. Laws § 39-26.6-20.

Term of Service represents the period of time during which the Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will

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be specific to each individual Project, and the Term of Service for a particular Project will commence upon the first month of operation.

Renewable Energy Class	System Size	2025 Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service
Small-Scale Solar I	>0 to 15 kW DC	33.85	15 years
Small-Scale Solar II	>15 to 25 kW DC	32.35	20 years

*Note: Shared Solar Facilities will apply for the same capacity as, and receive the same ceiling price as, Small Scale Standard DG Projects.

**Note: All ceiling prices are assumed to include all eligible federal incentives.