

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

**RENEWABLE ENERGY GROWTH  
PROGRAM TARIFFS AND SOLICITATION  
AND ENROLLMENT RULES FOR THE  
2026-2027 PROGRAM YEAR**

Direct Pre-Filed Testimony and  
Schedules of:

Kimberly Gauntner

Submitted to:  
Rhode Island Public Utilities Commission  
RIPUC Docket No. 25-52-REG

Submitted by:



**Rhode Island Energy™**



December 1, 2025

**VIA HAND DELIVERY AND ELECTRONIC MAIL**

Stephanie De La Rosa, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: Docket No. 25-52-REG – Renewable Energy Growth Program Tariff and Rule Changes for the 2026-2027 Program Year**

Dear Ms. De La Rosa:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”), I have enclosed for filing the direct pre-filed direct testimony of Company Witness Kimberly Gauntner and the following attachments:

1. Attachment KWG-1 – RIPUC No. 2151-L, Existing Renewable Energy Growth Program for Residential Customers (“Residential Tariff”) (Annotated Version). This is the existing Residential Tariff with annotations noting the formatting changes the Company proposes;
2. Attachment KWG-2 – RIPUC No. 2151-L, Proposed Residential Tariff (Redlined Version). This is the newly formatted Residential Tariff with redlines showing the Company’s proposed changes to the 2026-2027 Program Year;
3. Attachment KWG-3 – RIPUC No. 2152-L, Existing Renewable Energy Growth Program for Non-Residential Customers (“Non-Residential Tariff”) (Annotated Version). This is the existing Non-Residential Tariff with annotations noting the formatting changes the Company proposes;
4. Attachment KWG-4 – RIPUC No. 2152-L, Proposed Non-Residential Tariff (Redlined Version). This is the newly formatted Non-Residential Tariff with redlines showing the Company’s proposed changes to the 2026-2027 Program Year;

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Stephanie De La Rosa, Commission Clerk  
Docket 25-52-REG – 2025 Renewable Energy Growth Program Tariff and Rule Changes  
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5. Attachment KWG -5 – Solicitation and Enrollment Process Rules for Small-Scale Solar Projects (“Small-Scale Solar Rules”) (Redlined);
6. Attachment KWG -6 – Rhode Island Energy Presentation Given at Distributed Generation Board (“DG Board”) Meeting (September 29, 2025);
7. Attachment KWG -7 – Rhode Island Energy Presentation on Combined Rates Given at DG Board Meeting (November 17, 2025); and
8. Attachment KWG -8 – Rhode Island Energy Presentation on Renewable Energy Growth Program: Overview & Program Costs (Dated October 27, 2025, Presented on November 17, 2025).

The Company is not proposing any changes to the Solicitation and Enrollment Process Rules for Solar (Greater Than 25kW), Wind, Hydro and Anaerobic Digester Projects and, therefore, did not include these rules as an attachment.

The Company is proposing several non-substantive organizational and clarifying changes to the 2026-2027 Renewable Energy Growth Program Tariffs. Additionally, the Company is proposing revisions to its Tariffs and Small-Scale Solar Rules to permit an existing Small-Scale Solar customer to install a second solar project behind their existing Renewable Energy Growth meter. All of the proposed changes are discussed in Ms. Gauntner’s pre-filed direct testimony.

Thank you for your attention to this matter. If you have any questions, please contact me at (401) 709-3359.

Sincerely,



Steven J. Boyajian

Enclosures

cc: Docket 25-52-REG Service List

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate were electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

Heidi J. Seddon

December 1, 2025

Date

**Docket No. 25-52-REG – Renewable Energy Growth Program for Year 2026-2027  
The Narragansett Electric Company & RI Distributed Generation Board  
Service List updated 12/1/2025**

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**DIRECT PRE-FILED TESTIMONY**

**OF**

**KIMBERLY W. GAUNTNER**

**December 1, 2025**

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1 **I. Introduction**

2 **Q. Please state your name and business address.**

3 A. My name is Kimberly W. Gauntner. My business address is 827 Hausman Road,  
4 Allentown, PA 18104.

5  
6 **Q. By whom are you employed and in what position?**

7 A. I am employed by PPL Services Corporation as the Manager of Clean Energy  
8 Procurement, working primarily in support of The Narragansett Electric Company d/b/a  
9 Rhode Island Energy (“Rhode Island Energy” or the “Company”). In this role, I manage  
10 the team responsible for program management and administration of Renewable Energy  
11 Growth, as well as Long-Term Contracting Standards, the Renewable Energy Standard,  
12 and administration and evaluation of all ad hoc renewable energy procurements,  
13 including offshore wind. In addition, my team and I provide technical, energy markets,  
14 and regulatory insight and background on existing, new, and proposed policy in both  
15 Rhode Island and Pennsylvania, as warranted.

16  
17 **Q. Please describe your educational background and professional experience.**

18 A. I earned a Bachelor of Electrical Engineering degree from the University of Dayton in  
19 2005 and a Master of Science in Engineering Management from the New Jersey Institute  
20 of Technology in 2015.

21

1 Beginning in 2005, I worked in the semiconductor industry as an applications engineer.  
2 From 2006 to 2012, I worked as an electrical instrumentation and controls engineer in the  
3 nuclear power industry.

4  
5 In 2012, I joined PPL Electric Utilities in the Distribution Planning department, first as an  
6 engineer (2012 through 2018) and then as the Supervising Engineer of that department  
7 (2018 through 2020). In those roles, I actively participated in developing or directly  
8 oversaw PPL Electric Utilities' five-year system plan for distribution, including  
9 identifying and scoping necessary system investments for the safe and reliable  
10 interconnection of renewable energy and large new load requests.

11  
12 In 2020, I began working for a new department at PPL Electric Utilities, as the  
13 Supervising Engineer of Distribution Interconnections and Tariff Rules. In this role, I  
14 oversaw both renewable energy interconnection technical studies and the technical  
15 aspects of regulatory policies. In December 2023, I joined PPL Services Corporation in  
16 my current role as the Manager of Clean Energy Procurement at which time I assumed  
17 my role and responsibilities with respect to Rhode Island Energy.

18

1 **Q. Please describe your role in relation to the Company’s Renewable Energy Growth**  
2 **Program Tariffs and Solicitation and Enrollment Rules for the 2026-2027 Program**  
3 **Year filing?**

4 A. My role was to critically assess: (1) Solicitation and Enrollment Process Rules for Small-  
5 Scale Solar Projects (“Small-Scale Solar Rules”); (2) Solicitation and Enrollment Process  
6 Rules for Solar (Greater than 25 kilowatt), Wind, Hydro and Anaerobic Digester Projects  
7 (“Solar (Greater than 25 kilowatt), Wind, Hydro and Anaerobic Digester Rules” and  
8 together with the Small-Scale Solar Rules, the “Rules”); (3) RIPUC No. 2151-L,  
9 Renewable Energy Growth Program for Residential Customers (“Residential Tariff”);  
10 and (4) RIPUC No. 2152-L, Renewable Energy Growth Program for Non-Residential  
11 Customers (“Non-Residential Tariff” and together with the Residential Tariff, the  
12 “Tariffs” ) for clarity, usability, accuracy, and alignment with statutory changes.

13

14 **Q. Have you previously testified before the Rhode Island Public Utilities Commission**  
15 **(“Commission”)?**

16 A. I have not testified at an evidentiary hearing before the Commission. I have, however,  
17 filed direct pre-filed testimony in the Company’s 2025 Renewable Energy Growth  
18 Program Tariff and Rule Changes in Docket No. 24-50-REG.

19

1 **II. Purpose and Structure of Testimony**

2 **Q. What is the purpose of this pre-filed testimony?**

3 A. The purpose of my testimony is two-fold. First, it is to provide an overview of the  
4 Company's proposed organizational revisions to the Tariffs and Rules for the 2026-2027  
5 Program Year, which are shown in Attachments KWG-1 and KWG-2. Additionally, the  
6 purpose of my testimony is to provide support for the Company's proposal to allow  
7 customers with existing small-scale systems enrolled in Renewable Energy Growth to  
8 add a second system to their property. My testimony describes how this proposal is both a  
9 response to market needs and is consistent with the text and purposes of the Renewable  
10 Energy Growth statute.

11

12 **Q. How is your testimony organized?**

13 A. Section I is the introduction. Section II explains the purpose and structure of my  
14 testimony. Section III explains the Company's proposed organizational revisions to the  
15 Tariffs and Rules. Section IV explains the Company's proposal to allow a second small-  
16 scale project to be added. Section V is the conclusion.

17

18 **Q. Are you sponsoring any attachments to this testimony?**

19 A. Yes, I am sponsoring eight attachments listed below.

20

- 1       • Attachment KWG-1: provides an annotated copy of the existing Residential Tariff,  
2           highlighting the corresponding sections between the existing and the newly formatted  
3           Tariff. For example, the Definitions section appears as Section 2 in the existing Tariff.  
4           Its annotation indicates that it has been relocated to Section 4 in the revised format.
- 5       • Attachment KWG-2: presents the redlined version of the proposed Residential Tariff  
6           in the revised format. All proposed revisions, except for internal movements within  
7           the document (which are detailed in Attachment KWG-1), are shown as redlined  
8           changes.
- 9       • Attachment KWG-3: provides an annotated copy of the existing Non-Residential  
10           Tariff, which also highlights the corresponding sections between the existing and the  
11           newly formatted Tariff, as explained above.
- 12       • Attachment KWG-4: presents the redlined version of the proposed Non-Residential  
13           Tariff in the revised format. All proposed revisions, except for internal movements  
14           within the document (which are detailed in Attachment KWG-3), are shown as  
15           redlined changes.
- 16       • Attachment KWG-5: presents the redline version of the proposed Solicitation and  
17           Enrollment Process Rules for Small-Scale Solar Projects.

18  
19       Additionally, the following Attachments are provided as references:

- 20       • Attachment KWG-6: Rhode Island Energy Presentation Given at DG Board Meeting  
21           (September 29, 2025).

- 1 • Attachment KWG-7: Rhode Island Energy Presentation on Combined Rates Given at  
2 DG Board Meeting (November 17, 2025).
- 3 • Attachment KWG-8: Rhode Island Energy Presentation on Renewable Energy  
4 Growth Program: Overview & Program Costs (Dated October 27, 2025, Presented on  
5 November 17, 2025).

6

7 **III. Proposed Revisions to Tariffs and Rules**

8 **Q. Please summarize the proposed non-substantive changes to the Tariffs and Rules**  
9 **and provide an explanation as to why the Company is proposing the change.**

10 A. The Company is proposing to add a brief paragraph to both Section 9 of the Residential  
11 Tariff and Section 8 of the Non-Residential Tariff to specify that current systems enrolled  
12 in Renewable Energy Growth cannot terminate solely for the purpose of switching to Net  
13 Metering before their existing tariff term ends. While the Company believes that this  
14 prohibition is implicit within the existing tariff language that clearly outlines the specific  
15 requirements a customer must meet to terminate prior to the expiration of its tariff term,  
16 existing Renewable Energy Growth customers often initiate Net Metering applications  
17 with the intent to move their systems into Net Metering prior to the expiration of their  
18 tariff terms. By including clear language that this is expressly prohibited, the Company  
19 aims to eliminate any ambiguity for current and future customers.

20

1 In addition, the Company is proposing several minor revisions to maintain consistency  
2 and improve clarity in the updated formats of both the Residential and Non-Residential  
3 Tariffs. These revisions include adding definitions, section headers and numbers, and  
4 adding new language in the Program Eligibility (Section 3.1) for completeness. The  
5 proposed changes are intended to enhance clarity and completeness.

6  
7 **Q. Please describe the Company’s proposed substantive revisions.**

8 A. The Company proposes a change to the Residential and Non-Residential Tariffs to permit  
9 an existing Small-Scale customer to install a second solar project behind their existing  
10 Renewable Energy Growth meter. The first and second systems, while electrically  
11 connected and metered together, would maintain two separate tariff terms and separate  
12 performance-based incentives (“PBIs”). To support this change, the Company is also  
13 proposing a methodology for combining PBIs to allow for appropriate, simultaneous  
14 compensation for two solar projects that are electrically connected and located behind the  
15 same meter.

16  
17 **Q. What projects will qualify?**

18 A. Subject to several conditions listed below, existing Small-Scale Solar I and II Renewable  
19 Energy Growth customers will qualify to add a second solar project to their existing  
20 meter.

21

1 The Company proposes defining a “second solar project” as a new solar project which  
2 adds solar capacity and is located behind an existing Renewable Energy Growth meter.

3 To qualify as a “second solar project,” two or more of the following must be required:

- 4 ○ Additional solar panels
- 5 ○ Upgraded or additional inverters
- 6 ○ Electrical upgrades
- 7 ○ Structural modifications
- 8 ○ Other related work may be considered at the Company’s discretion

9  
10 Other proposed requirements include:

- 11 1. Only one (1) additional solar project is permitted per Renewable Energy Growth  
12 meter.
- 13 2. The combined size of the original and second solar projects must not exceed the  
14 maximum system size permitted for the applicable Renewable Energy Class at the  
15 time the second project is enrolled. To clarify further, adding a second solar project  
16 behind an existing Renewable Energy Growth meter cannot move a customer into a  
17 different class. For example, a customer with a 6 kilowatt Small-Scale Solar I system  
18 could add up to 9 kilowatt more in 2026, totaling 15 kW and remaining within the  
19 Small-Scale Solar I limit. The size restriction depends on the maximum allowed  
20 system size in the program year of the second solar project’s enrollment. This is  
21 especially important, as Renewable Energy Class definitions have changed over time:

1 from 2015 to 2020, Small-Scale Solar I included systems up to 10 kilowatts, while  
2 Small-Scale II ranged from 10 kilowatts to 25 kilowatts. In 2021, Small-Scale Solar I  
3 was updated to 15 kilowatts.

4  
5 **Q. Why is the Company proposing this change?**

6 A. The Company is proposing this change for several reasons. First, it has come to the  
7 Company's attention that the inability to increase the size of a residential solar system  
8 following its initial installation is an obstacle preventing customers from enrolling in  
9 Renewable Energy Growth. In mid-2025, the Company conducted a series of focus  
10 groups with residential solar installers facilitated by an external consultant. Four focus  
11 groups were conducted with a total of eight residential solar installers active in Rhode  
12 Island. The purpose of these sessions was to identify the factors influencing residential  
13 solar installers to sell and install Net Metering systems versus Renewable Energy Growth  
14 systems. Specifically, the Company was trying to shed light on why Renewable Energy  
15 Growth enrollments have seen such a steep decline in the last several years while Net  
16 Metering enrollments have remained at a similar level. One key takeaway from the focus  
17 groups was that Net Metering provides flexibility for a future solar system increase  
18 whereas Renewable Energy Growth does not.

19  
20 Following the focus groups, the Company also surveyed approximately 20,000 residential  
21 customers who have enrolled in either Renewable Energy Growth or Net Metering since

1 the beginning of 2020, receiving 2,249 total responses. In the survey, customers rated  
2 factors influencing their choice of a renewable program from 1 (“not applicable to my  
3 decision”) to 5 (“the most important”). When asked about the importance of increasing  
4 system size in the future, 35% rated it as 4 or 5. Of those, 74% were enrolled in Net  
5 Metering, which permits system size increases.

6  
7 Furthermore, in 2025 both Net Metering law and the Renewable Energy Growth Non-  
8 Residential Tariff removed previously existing caps that limited the size customer could  
9 build their small-scale systems.<sup>1</sup> The Company anticipates that some residential  
10 customers, who sized their first systems subject to specific caps, may choose to increase  
11 their solar output now to more effectively address both their current and future electricity  
12 needs.

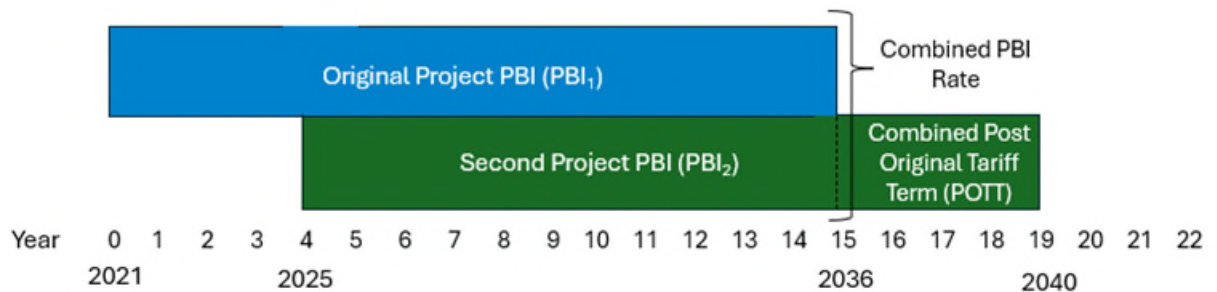
13  
14 **Q. Please describe the methodology the Company proposes for setting PBIs for a**  
15 **second system located behind one Renewable Energy Growth meter.**

16 A. The proposed rate methodology is intended for existing Renewable Energy Growth  
17 customers who wish to install a second small-scale solar project behind their current

---

<sup>1</sup> Specifically, in June 2025 Rhode Island’s Net Metering law, R.I. Gen. Laws § 39-26.4-2, was amended to create an exception to the law that prohibits a project to generate more than 125% of the property’s energy consumption. Now, projects with a nameplate capacity equal to or less than twenty-five kilowatts are exempt from this restriction. Additionally, as directed by the Commission at the open meeting in Docket No. 24-50-REG, the Company revised the Non-Residential Tariff to remove any sizing limitation based on on-site usage. These projects are now subject only to the maximum system size of 25 kilowatts DC.

1 Renewable Energy Growth meter. While both systems may be electrically interconnected  
 2 and share a meter, each project will remain subject to its own tariff terms, including  
 3 unique start and end dates and separate PBIs. For the purposes of my testimony, I refer to  
 4 the PBI for the original solar installation as “PBI-1” and the PBIs for the second solar  
 5 installation as “PBI-2a,” both of which may be active during overlapping tariff terms.  
 6 Additionally, I refer to the PBI for the second project that will exist beyond the expiration  
 7 of the first project term as “PBI-2b”. The methodology proposed by the Company  
 8 consists of four steps, designed to provide customers with transparent, upfront  
 9 information about the compensation each solar project will receive and the duration of  
 10 that compensation. The graphic below serves as a visual representation of the Company’s  
 11 proposed payment concept outlined below.<sup>2</sup>



*Figure 1: Illustrative Example of Combined Rate Proposal*

14

<sup>2</sup> Figure 1 is an excerpt from Attachment KWG-7. Please reference Attachment KWG-7 for additional visuals that may be helpful to the Commission’s consideration of the Company’s proposal.

- 1           1. First, the Company proposes determining the proportional capacity share of each  
2           solar project, accounting for annual degradation of the original installation based on  
3           how many years it has been in service (assumption of one percent degradation per  
4           year). For example, as illustrated in Attachment KWG-7, after four years, a 6 kilowatt  
5           original solar project would represent 59 percent of the combined 10 kilowatt system  
6           capacity, while a new 4 kilowatt project would account for the remaining 41 percent.  
7
- 8           2. Second, the Company is proposing adjusting the performance-based incentive for the  
9           second solar project to reflect cost efficiencies realized by adding a subsequent  
10          system. Research from the National Renewable Energy Laboratory shows that  
11          customer acquisition accounts for 16 percent of the total installation cost.<sup>3</sup> Customers  
12          adding a second system are likely to use the same installer, resulting in much lower or  
13          no acquisition costs. While there may be other cost differences between new and  
14          subsequent solar projects, the Company considers these to be offsetting. Accordingly,  
15          the Company proposed reducing the customer acquisition cost component in SEA's  
16          existing CREST model, which in turn slightly adjusts the project's capital structure  
17          (lowering the debt portion from 43.4 percent to 42.9 percent to maintain the target  
18          Average Debt Service Coverage Ratio of 1.25). Applying all other inputs as proposed

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<sup>3</sup> 1 Ramasamy, V. et al. 2023. "Q1 2023 U.S. Solar Photovoltaic System and Energy Storage Cost Benchmarks with Minimum Sustainable Price Analysis Data File." NREL Data Catalog. Golden, CO: National Renewable Energy Laboratory. Last updated: January 16, 2025 (available at <https://data.nrel.gov/submissions/221>).

1 by SEA on behalf of Office of Energy Resources, this adjustment results in a 14  
2 percent reduction in the calculated PBI. Therefore, the Company proposes that PBI-2,  
3 the PBI rate for the second system during the period when both tariff terms are active,  
4 be set 14 percent below the applicable PBI for the program year in which the second  
5 solar project is enrolled. This reduced rate will be determined and communicated to  
6 the customer on their Certificate of Eligibility at the time of enrollment in the  
7 Renewable Energy Growth Program.

- 8
- 9 3. Third, to ensure accurate compensation for both solar projects behind a single meter,  
10 the Company proposes calculating a combined PBI rate (PBI-1 + PBI-2a) using a  
11 weighted average based on each system's capacity, as adjusted for degradation. For  
12 instance, using the example above, the 10 kilowatt combined system would be  
13 comprised of 59 percent from the original 6 kilowatt project and 41 percent from the  
14 new 4 kilowatt project. The combined rate is calculated by multiplying PBI-1 by the  
15 original project's weighted share (59 percent) and PBI-2 by the second project's share  
16 (41 percent), then summing the results (PBI-1 x 59% + PBI-2a x 41%) This  
17 aggregate, or "Combined PBI," rate will be used to compensate customers with two  
18 electrically interconnected solar systems monitored by a single Renewable Energy  
19 Growth meter, ensuring a transparent and equitable structure.

20

1           4. Finally, upon completion of the tariff term for the original solar project, the Company  
2           proposes establishing a distinct PBI for the second solar project for the remainder of  
3           its tariff period (“PBI-2b”). Since the original project will continue generating energy  
4           but cannot independently qualify for net metering due to the shared meter, the  
5           Company suggests implementing a Post-Original Tariff Term (“POTT”) PBI rate, or  
6           PBI-2b. PBI-2b would apply solely to the second solar project and offer additional  
7           compensation in recognition that the original system remains operational, although its  
8           associated PBI is zero. The PBI-2b would be in effect from the conclusion of the  
9           original solar project’s tariff term through the end of the second project’s tariff period.

10  
11           To calculate the reduced PBI-2b, PBI-1 is decreased by 40 percent to account for the  
12           value of the original project’s generation after its tariff period concludes. Then, the  
13           previously established weighted average methodology is applied to determine the POTT  
14           PBI-2b rate for the second project. For example, as illustrated earlier, this entails  
15           multiplying the reduced PBI-1 by 59 percent and adding it to 41 percent of PBI-2a (e.g.  
16            $(\text{PBI-1} \times (1 - 40\%)) \times 59\% + \text{PBI-2a} \times 41\%$ ) This calculated rate establishes the PBI-2b  
17           rate (or POTT rate) for the second solar system, which will remain in effect from the  
18           conclusion of the original project’s tariff term until the expiration of the second project’s  
19           tariff term.

20

1           Consequently, the original and second solar projects will each have their own PBI rates  
2           during their respective tariff periods. Applicable PBI rates and their effective periods will  
3           be clearly presented to the customer at the time of enrollment and formally recorded in  
4           the Certificate of Eligibility for the second solar project. This methodology is designed to  
5           ensure a fair, transparent, and predictable compensation structure for REG customers who  
6           choose to expand their renewable generation by adding a second solar installation behind  
7           an existing meter.

8  
9   **Q.    Is the Company confident this is an appropriate proposal to address the market**  
10   **needs?**

11   A.    Yes. While more information will be gathered during implementation on the proposed  
12   changes and may warrant future revisions and clarification, at this time, the Company  
13   believes this is the best proposal to address an existing need for Renewable Energy  
14   Growth customers within the existing legal framework. While the Renewable Energy  
15   Growth statute does not specifically contemplate a scenario where a second project is  
16   added to an existing meter in the exact manner being proposed by the Company, the  
17   Company believes the proposed changes to its Rules and Tariffs, to allow for additional  
18   projects, advance its legislative purpose of promoting the development of renewable  
19   energy projects.

20

1 **Q. Has the Company reviewed this proposed change with any stakeholders?**

2 A. The proposed change was evaluated and discussed with the Distribution Generation  
3 (“DG”) board at meetings on September 29, 2025, and November 17, 2025. The  
4 Company and the Rhode Island Office of Energy Resources (“OER”) also addressed this  
5 proposal during a virtual meeting on October 22, 2025. The Company met with  
6 representatives of the Rhode Island Division of Public Utilities and Carriers (the  
7 “Division”) in two virtual sessions held on October 2, 2025, and November 13, 2025 to  
8 review the Company’s proposed changes. After the initial meeting, the Division provided  
9 written feedback to the Company in October 2025. At the November meeting, the  
10 Company discussed which of the Division’s comments were incorporated and the  
11 reasons behind those decisions.

12

13 Please note that Attachment KWG-6 as presented at the September DG Board Meeting  
14 and included with my testimony, represents an earlier iteration of the Company's  
15 proposed plan, in which the term “blended rates” was originally used to describe the  
16 compensation methodology. As the proposal evolved, this terminology was revised to  
17 “combined rates” to more accurately reflect the approach. Additionally, there are several  
18 minor differences between Attachments KWG-6, KWG-7, and the proposed tariff  
19 redlines, which reflect the progression and refinement of the Company’s proposal  
20 throughout its development.

21

1 **IV. Megawatt Allocation Plan and Performance-Based Incentives for Small-Scale**  
2 **Projects as Proposed by OER**

3 **Q. Have you had an opportunity to review the Megawatt (“MW”) Allocation Plan and**  
4 **PBI proposed by OER in its November 21, 2025 filing?**

5 A. Yes, I have closely reviewed and analyzed the MW Allocation Plan and PBI’s for Small-  
6 Scale Solar I and II as proposed by OER.

7  
8 **Q. Did the Company have an opportunity to review and engage with OER and SEA**  
9 **regarding the MW Allocation Plan and PBIs proposed by OER and provide**  
10 **feedback on the Plan ahead of OER’s November 21, 2025, filing?**

11 A. Yes, OER and SEA invited the Company to review and comment on the Program Year  
12 2026-2027 MW Allocation Plan and/or PBIs on four separate occasions. Additionally,  
13 OER invited Rhode Island Energy to present at the DG Board meetings on September 29,  
14 2025 and November 17, 2025. Attachment KWG-8 includes the Company’s November  
15 presentation to the DG Board on the historic enrollments in Renewable Energy Growth  
16 by class, program costs to ratepayers, and residential bill impacts at Program Year 2026  
17 enrollment levels. It covers performance-based incentives and MW allocation as  
18 recommended by OER at 100 percent, 50 percent, 25 percent, and 10 percent of the full  
19 MW Allocation Plan.

20

1 **Q. Does the Company agree with the MW Allocation Plan proposed by OER? Please**  
2 **explain.**

3 A. The Company concurs with OER’s MW Allocation Plan as developed by SEA. During  
4 the planning process, the Company evaluated SEA’s proposed MW Allocation Plan by  
5 conducting a review of historical Renewable Energy Growth Program enrollments across  
6 Small-Scale Solar, Medium-Scale Solar, Commercial-Scale Solar, and Large-Scale Solar  
7 (including Community Remote DG) since the program’s inception. Based on this  
8 assessment, the Company supports OER’s recommended allocation of 30 MW for  
9 renewable energy classes under 1 MW, which satisfies the statutory minimum  
10 requirement. Historical program enrollment data does not provide sufficient justification  
11 to exceed this statutory minimum.

12  
13 Due to the number and size of pending projects in the Interconnection queue for  
14 renewable energy classes Large Scale I (1 to <5 MW), Large Scale II (5 to <10 MW) and  
15 Large Scale III (10 to <15 MW) which may be eligible to bid into these Renewable  
16 Energy Growth Program in 2026, the Company generally agrees with the MW allocation  
17 plan for these renewable energy classes as proposed by OER. Further, OER has not  
18 proposed any allocation for Large Scale IV (15 to <39 MW). Based on the number and  
19 size of pending projects in the Interconnection queue, the OER’s recommendation is  
20 reasonable. The Company also supports OER’s proposal that all Large Solar capacity (I,

1 II and III) would be offered in the third open enrollment of 2026 only, in order to  
2 encourage competition.

3  
4 **Q. Does the Company agree with OER's proposed PBIs for Small-Scale Solar I and II?**  
5 **Please explain.**

6 A. The Company concurs with OER's proposed PBIs for Small-Scale Solar I and II, as  
7 developed by SEA. Throughout the planning process, the Company provided several  
8 rounds of comments, engaged in email correspondence, and participated in multiple  
9 virtual meetings with SEA and OER who both demonstrated openness to the Company's  
10 comments and concerns, which the Company greatly appreciates. Across three draft  
11 versions of SEA's Research, Analysis, and Discussion in Support of 2026 Program Year  
12 Prices released for public comment, the price for Small-Scale Solar I was reduced by  
13 \$0.077/kWh. This adjustment was a result of collaborative efforts among the Company,  
14 OER, and SEA to ensure fair compensation for Renewable Energy Growth customers,  
15 while carefully considering the potential impacts on customer bills.

16  
17 **V. Conclusion**

18 **Q. Does this conclude your testimony?**

19 A. Yes, it does.

20



THE NARRAGANSETT ELECTRIC COMPANY  
RENEWABLE ENERGY GROWTH PROGRAM FOR RESIDENTIAL CUSTOMERS

1. Introduction

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”).

Commented [REDACTED]: Description and Statutory Authority (1.1)

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.

Commented [REDACTED]: Availability (2.1)

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.

Commented [REDACTED]: Availability (2.2)

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, 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.

Commented [REDACTED]: Terms and Conditions (5.1)

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2. **Definitions**

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

- a. **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.
- b. **Application:** the RE Growth Program Enrollment short form application submitted by the Applicant.
- c. **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 6.
- d. **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 6. 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.
- e. **Board:** the Distributed Generation Board established pursuant to R.I. Gen. Laws § 39-26.2-10 and having expanded responsibilities under Chapter 26.6.
- f. **Commission:** the Rhode Island Public Utilities Commission.
- g. **Company:** The Narragansett Electric Company d/b/a Rhode Island Energy.
- h. **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.
- i. **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 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,

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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.

- j. 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.
- k. 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.
- l. 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 an 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 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 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

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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.

- m. 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.
- n. 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.
- o. Nameplate Capacity: the total rated power output of all the Project's panels, measured in direct current.
- p. 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.
- q. 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.
- r. 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.
- s. Program Year: a year beginning April 1 and ending March 31, unless otherwise approved by the Commission.
- t. 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.
- u. 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.

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- v. 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 6. 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.
- w. Small-Scale Solar Project: a solar DG Project with a nameplate capacity of up to and including 25 kilowatts (25 kW).
- x. 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.
- y. 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.
- z. Standard DG Project: a Project that is not classified as a Shared Solar Facility.

Commented [REDACTED]: Definitions (4.)

**3. 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.

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

Commented [REDACTED]: Terms and Conditions (5.2)

**4. Metering**

Commented [REDACTED]: Metering (12.)

- a. 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.
- b. The Company must be provided with adequate access to read the meter(s), and to install, repair, maintain, and replace the meter(s).
- c. 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.

Commented [REDACTED]: Metering (12.1)

Commented [REDACTED]: Metering (12.2)

Commented [REDACTED]: Metering (12.4)

**5. Renewable Energy Certificates and Other Environmental Attributes**

Commented [REDACTED]: Renewable Energy Certificates and Other Environmental Attributes (6.)

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 Company shall be deemed to have occurred.

Prior to receiving compensation pursuant to Section 6 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

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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.

**6. Performance-Based Incentive Payment**

a. 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 6.c, 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 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.

Commented [REDACTED]: Renewable Energy Certificates and Other Environmental Attributes (6.1)

Commented [REDACTED]: Performance-Based Incentive Payment (7.)

Commented [REDACTED]: Performance-Based Incentive Payment (7.1)

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b. 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.

If applicable, the Performance-Based Incentive may be adjusted to reflect SolarWise Bonus payments pursuant to Section 6.d.

Commented [REDACTED]: Performance-Based Incentive Payment (7.2)

c. 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.
- 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

THE NARRAGANSETT ELECTRIC COMPANY  
RENEWABLE ENERGY GROWTH PROGRAM FOR RESIDENTIAL CUSTOMERS

- 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.

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

Where:

$$BC = \text{Bill Credit}$$

$$ALLOC = \text{Bill Credit Recipient’s allocated generated kWh as determined per Section 6.c.2).i.}$$

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

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

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

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

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

THE NARRAGANSETT ELECTRIC COMPANY  
RENEWABLE ENERGY GROWTH PROGRAM FOR RESIDENTIAL CUSTOMERS

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.  
d. SolarWise Program

Commented [REDACTED]: Performance-Based Incentive Payment (7.4)

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 6.c 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.

*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.*

Commented [REDACTED]: Performance-Based Incentive Payment (7.6)

THE NARRAGANSETT ELECTRIC COMPANY  
RENEWABLE ENERGY GROWTH PROGRAM FOR RESIDENTIAL CUSTOMERS

7. **Other Company Tariff Requirements**

Commented [REDACTED]: Terms and Conditions (5.4)

a. 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.

Commented [REDACTED]: Terms and Conditions (5.4.1)

b. 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.

Commented [REDACTED]: Terms and Conditions (5.4.2)

c. 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.

Commented [REDACTED]: Terms and Conditions (5.4.3)

d. 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.

Commented [REDACTED]: Cost Recovery (11.1)

e. 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.

Commented [REDACTED]: Terms and Conditions (5.4.4)

8. **Dispute Resolution**

Commented [REDACTED]: Dispute Resolution (8.)

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.

Commented [REDACTED]: Dispute Resolution (8.1)

9. **Termination**

Commented [REDACTED]: Termination (9.)

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

THE NARRAGANSETT ELECTRIC COMPANY  
RENEWABLE ENERGY GROWTH PROGRAM FOR RESIDENTIAL CUSTOMERS

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.

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 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**

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.

Commented [REDACTED]: Termination (9.1)

Commented [REDACTED]: Statutory Authority (10.)

Commented [REDACTED]: Statutory Authority (10.1)

First Tariff supplement to RIPUC No. 2151-I  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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.

Commented [REDACTED]: Forms (13.1)

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

Issued: February 9, 2015

Effective: April 1, 2015

Second Tariff Supplement to RIPUC No. 2151-I  
Sheet 1 of 2

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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 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	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

Issued: November 16, 2015

Effective: April 1, 2016

Second Tariff Supplement to RIPUC No. 2151-I  
Sheet 2 of 2

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

Program Year: April 1, 2016 through March 31, 2017

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

(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.

Commented [REDACTED]: Forms (13.2)

Third Tariff Supplement to RIPUC No. 2151-I  
Sheet 1 of 2

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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

Issued: March 17, 2017

Effective: April 1, 2017

Third Tariff Supplement to RIPUC No. 2151-I  
Sheet 2 of 2

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

Program Year: April 1, 2017 through March 31, 2018

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.

Commented [REDACTED]: Forms (13.3)

Fourth Tariff Supplement to RIPUC No. 2151-I  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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
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.

Commented [REDACTED]: Forms (13.4)

Fifth Tariff Supplement to RIPUC No. 2151-I  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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.

Commented [REDACTED]: Forms (13.5)

Sixth Tariff Supplement to RIPUC No. 2151-I  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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 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.

Commented [REDACTED]: Forms (13.6)

Seventh Tariff Supplement to RIPUC No. 2151-I  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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.

Commented [REDACTED]: Forms (13.7)

Eighth Tariff Supplement to RIPUC No. 2151-I  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

Program Year: April 1, 2022 through March 31, 2023

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.

Commented [REDACTED]: Forms (13.8)

Ninth Tariff Supplement to RIPUC No. 2151-J  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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
Small-Scale Solar II	>15 to 25 kW DC	26.15¢	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.

Commented [REDACTED]: Forms (13.9)

Tenth Tariff Supplement to RIPUC No. 2151-K  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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.

Commented [REDACTED]: Forms (13.10)

Issued: November 15, 2023

Effective: May 1, 2024

Business Use

Eleventh Tariff Supplement to RIPUC No. 2151-L  
Sheet 1

The Narragansett Electric Company  
Renewable Energy Growth Program for Residential Customers  
Tariff Supplement

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 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.

Commented [REDACTED]: Forms (13.11)



**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.

3.2. Eligibility for Second Solar Projects and Combined Rates

Existing Small-Scale I and II Renewable Energy Growth customers may qualify to add one (1) Second Solar Project behind their existing Renewable Energy Growth meter, subject to the following:

3.2.1. When adding a Second Solar Project, the customer's renewable energy class must remain unchanged. If the first project was enrolled as Small-Scale Solar I, the combined size of both systems cannot exceed the maximum allowed for Small Scale I in the year the second project is enrolled. The same rule applies to Small-Scale Solar II.

3.2.2. No more than two solar projects are permitted per Renewable Energy Growth meter.

3.2.3. The Second Solar Project must meet the definition provided in Section 4.

#### **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 ~~76~~.
- 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 ~~76~~. 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.

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- 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. Combined Performance-Based Incentive (Combined PBI): The weighted average incentive rate applied to the output of a Combined System, calculated according to the methodology described in Section 7.5.
- 4.7. Combined System: The aggregate of the Original Solar Project and the Second Solar Project, electrically connected and metered together, but with each project maintaining separate tariff terms and performance-based incentives.
- ~~4.5.4.8.~~ Commission: the Rhode Island Public Utilities Commission.
- ~~4.6.4.9.~~ Company: The Narragansett Electric Company d/b/a Rhode Island Energy.
- ~~4.7.4.10.~~ 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.
- ~~4.8.4.11.~~ 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 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.
- ~~4.9.4.12.~~ 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.
- ~~4.10.4.13.~~ 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.
- ~~4.11.4.14.~~ 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

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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 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.

~~4.12.4.15.~~4.15. 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.

~~4.13.4.16.~~4.16. Final Certificate of Eligibility: notice by the Company that the DG Project has met all the

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requirements to receive compensation pursuant to the applicable Tariff supplement.

- ~~4.14.~~4.17. **Nameplate Capacity:** the total rated power output of all the Project’s panels, measured in direct current.
- 4.18. **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.
- ~~4.15.~~4.19. **Original Solar Project:** a solar project that is currently enrolled in the RE Growth program, has been awarded a Certificate of Eligibility, and is currently receiving Performance-Based Incentive payments under the terms of this Tariff. The Original Solar Project is the initial installation located behind a specific RE Growth meter, to which a Second Solar Project may be added in accordance with this Tariff.
- 4.20. **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.
- 4.21. **Post-Original Tariff Term (POTT):** The period during which the tariff term for the Original Solar Project has concluded, but the tariff term for the Second Solar Project remains in effect, with both projects continuing to generate electricity.
- ~~4.16.~~4.22. **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.
- ~~4.17.~~4.23. **Program Year:** a year beginning April 1 and ending March 31, unless otherwise approved by the Commission.
- ~~4.18.~~4.24. **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.
- ~~4.19.~~4.25. **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.
- 4.26. **Second Solar Project:** a new solar DG Project that is added to an existing Small-Scale Solar

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I or II project and is electrically connected behind the same RE Growth meter. The scope of the Second Solar Project must include two or more of the following:

- Additional solar panels
- Upgraded or additional inverters
- Electrical upgrades
- Structural Modifications
- Other related work as approved by the Company

~~4.20.~~4.27. 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.

~~4.21.~~4.28. Small-Scale Solar Project: a solar DG Project with a nameplate capacity of up to and including 25 kilowatts (25 kW).

~~4.22.~~4.29. 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.

~~4.23.~~4.30. 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.

4.31. Standard DG Project: a Project that is not classified as a Shared Solar Facility.

~~4.24.~~4.32. 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

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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, 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.

~~5.1.5.2.~~ 5.1.5.2. 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
- ~~i.~~ 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.
- ~~ii.~~ 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,

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

For Customers installing a Second Solar Project on the same parcel and behind the same RE Growth meter, project segmentation may not apply provided that the aggregate capacity of both projects does not exceed the maximum system size for the renewable energy class associated with the Second Solar Project as described in Section 3.2.1. In no event shall the addition of a Second Solar Project result in the combined system size moving the Customer into a different renewable energy class.

### 5.3. Second Solar Projects

5.3.1. A Customer participating in the Renewable Energy Growth Program under the Small-Scale I or II Renewable Energy Classes may install a Second Solar Project at the same premises and interconnect it electrically with the Original Solar Project and behind the existing Renewable Energy Growth meter. The Second Solar Project shall comply with all applicable provisions of this Tariff and shall be subject to a separate and distinct Certificate of Eligibility, tariff term and Performance-Based Incentives, as specified in Section 7.5.

5.3.2. The tariff term and Performance-Based Incentive applicable to the Original Solar Project shall remain unchanged by the addition of the Second Solar Project.

5.3.3. As a condition of receiving a Certificate of Eligibility for the Second Solar Project, the Customer shall execute the Post Original Tariff Term (“POTT”) agreement, which authorizes continued operation and compensation, in accordance with the methodology in Section 7.5 of this tariff, for the Original Solar Project following the expiration of its initial tariff term. The POTT shall terminate no later than the conclusion of the tariff term applicable to the Second Solar Project.

### ~~5.2.5.4.~~ Other Company Tariff Requirements

~~5.2.1.5.4.1.~~ 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.

~~5.2.2.5.4.2.~~ 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

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application for interconnection and Conditional Certificate of Eligibility under this program as a new application.

~~5.2.3~~5.4.3. 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.

~~5.2.4~~5.4.4. 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 Company shall be deemed to have occurred.

Prior to receiving compensation pursuant to Section ~~6~~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

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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 ~~7.46.e~~, 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 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](#)

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

7.3.7.4. 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.
- 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

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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:

BC = Bill Credit

ALLOC = Bill Credit Recipient’s allocated generated kWh as determined per Section [7.46.e.2.i](#).

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.

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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. Methodology for a Combined Performance-Based Incentive for Two Projects Behind a Single Meter

Customers adding a Second Solar Project behind an existing Renewable Energy Growth meter will be compensated for both solar projects based on the following method:

- 7.5.1. Capacity Distribution: The Company will determine the percentage distribution between the two projects' capacities, accounting for annual degradation (1% per year) of the original installation.
- 7.5.2. Revision of the Second Project's PBI: The PBI for the Second Solar Project will be decreased by 14% to account for the average cost savings achieved when installing an additional solar project at the same location.
- 7.5.3. Combined Rate Calculation: The Combined PBI rate will be used for billing / compensation purposes and is calculated as a weighted average of the two systems' sizes and respective PBIs (with the second project's PBI reduced by 14%). This rate will be applied to the total output measured by the meter. The Combined Rate shall be used to compensate the Customer for the period during which both the Original Solar Project and Second Solar Project tariff terms are concurrently in effect.
- 7.5.4. Upon the expiration of the tariff term for the Original Solar Project, the Customer will receive compensation for the ongoing generation supplied by the Original Solar Project through an adjustment to the PBI applicable to the Second Solar Project. This adjusted PBI or the Post-Original Tariff Term ("POTT") PBI shall be calculated as delineated below:
- 7.5.4.1. The PBI value from the Original Solar Project is incorporated into the PBI of the Second Solar Project following a 40% reduction. The POTT PBI

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applicable to the Second Solar Project, from the conclusion of the Original Solar Project's tariff period through the end of the Second Solar Project's tariff period, is calculated as a weighted average based on both systems' capacities and respective PBIs, taking into account the 40% reduction of the initial PBI and reflecting each project's proportional contribution.

~~7.4.7.6.~~ 7.4.7.6. 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 ~~7.46-e~~ 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.

*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**

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- 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 Customer's tariff term.

Upon the expiration of the tariff term for the Original Solar Project within a combined solar system, compensation will be adjusted in accordance with the POTT rate included on the Customer's Certificate of Eligibility and as specified in Section 7.5.

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 ~~4.1~~ 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

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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).

~~12.2.~~12.3. For combined systems, the Company will use a single meter to measure total solar output. Both solar projects must be electrically connected and metered together but will be compensated according to the combined rate methodology described in Section 7.5.

~~12.3.~~12.4. 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**

**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	Term of Service
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		Performance-Based Incentive (per kWh)	
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 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	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

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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

(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.

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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 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.



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1. Introduction

This tariff (“Tariff”) describes the terms and conditions under which an Applicant for an eligible distributed generation project (“DG 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”).

Commented [REDACTED]: Description and Statutory Authority (1.1)

This Tariff will apply to an Applicant who has installed a DG Project at a Non-Residential Customer’s service location or another location that allows for interconnection to the Company’s electric distribution system. For this purpose, a Non-Residential Customer (“Customer”) is defined as a customer receiving retail delivery service on any rate schedule other than the Company’s residential rate schedules (Basic Residential Rate A-16 and Low-Income Rate A-60). This Tariff will also apply to a DG Project that does not provide On-Site Use to a Customer receiving retail delivery service from the Company. The Applicant and the Customer may be the same person, or different persons, subject to the eligibility standards in the Solicitation and Enrollment Process Rules (“Rules”) and this Tariff.

Commented [REDACTED]: Availability (2.1)

Commented [REDACTED]: Availability (2.2)

This Tariff applies to the Applicant for a DG Project that is awarded a Conditional or Final Certificate of Eligibility by the Commission or the Company pursuant to the Rules, and any successor Applicant for the Project. Upon being awarded a Conditional Certificate of Eligibility, a DG Project has a defined period to meet all requirements to receive compensation pursuant to this Tariff, which is: (1) 48 months for a Small DG Project using hydropower and for Large-Scale Solar I, II, III, IV; (2) 36 months for a Project using anaerobic digestion; or (3) 24 months for a Project using another eligible technology.

Commented [REDACTED]: Availability (2.3)

The Applicant is required to update the Application information for the DG Project, including but not limited to information concerning: the DG Project owner, the Customer, the Bill Credit Recipient(s), the recipient of Performance-Based Incentive Payments, the total cost of the project, 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. Also, an Applicant may designate a successor Applicant for a DG Project under this Tariff with notice to the Company and without the consent of the Company. The Applicant may, but need not be, the same person or entity to pursue the interconnection of the DG Project with the Company’s electric distribution system. The Applicant maintains the obligation to ensure that all aspects of a DG Project comply with the terms of the Company’s Solicitation and Enrollment Process 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.

Commented [REDACTED]: Terms and Conditions (5.1.3)

2. Definitions

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

- a. Applicant: the person or entity with legal authority to enroll the DG Project in the RE Growth program, and with the obligation to ensure that all aspects of the DG Project comply with the Rules.
- b. Application: the RE Growth Program Enrollment short form application submitted by the Applicant.

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- c. Bill Credit: means 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 8.
- d. Bill Credit Recipient: a Customer, as defined below, who is eligible to receive Bill Credits from a Community Remote Distributed Generation System, a Shared Solar Facility, or Standard DG Project pursuant to the eligibility rules in Section 8., or a person or entity that is a customer of record and receiving Residential retail delivery service pursuant to one of the Company's residential retail delivery service rate schedules, who is eligible to receive credits from a Community Remote Distributed Generation System or a Shared Solar Facility. The Bill Credit Recipient must be in good standing on its electric service accounts with the Company and on any applicable electric service, payment plans or agreements, including but not limited to meeting all obligations under an interconnection service agreement. Bill Credit Recipients shall receive Bill Credits from a single DG Project.
- e. Board: the Distributed Generation Board established pursuant to R.I. Gen. Laws § 39-26.2-10 and having expanded responsibilities under Chapter 26.6.
- f. Ceiling price: means the bidding price cap(s) applicable to each annual enrollment for a given distributed-generation class, that shall be approved annually for each renewable energy class pursuant to the procedure established in R.I. Gen. Laws § 39-26.6.. The ceiling price(s) are not required to, but may be, approved for up to three years. The ceiling price for each technology should be a price that would allow a private owner to invest in a given project at a reasonable rate return, based on recently reported and forecast information on the cost of capital and the cost of generation equipment. The calculation of the reasonable rate of return for a project shall include, where applicable, any state or federal incentives, including, but not limited to, tax incentives. Nothing shall prohibit the distributed-generation board from proposing revised ceiling prices prior to a program year to account for changes to available federal or state tax incentives, trade tariffs, or other federal or state incentives which that would affect the calculation of the rate of return on a project.
- g. Commercial--Scale Solar Project: a solar DG Project with a nameplate capacity greater than 250 kilowatts (250 kW) but less than 1 megawatt (1 MW).
- h. Commission: the Rhode Island Public Utilities Commission.
- i. Community Remote Distributed Generation System: a distributed generation facility with a nameplate capacity greater than two hundred fifty kilowatts (250 kW) and which allocates Bill Credits for each kilowatt-hour (kWh) generated to a minimum of three (3) eligible recipient customer accounts pursuant to the rules specified in Section 8. The Community Remote Distributed Generation System may be owned by the same entity that is the Applicant, the Customer, or another party.
- j. Company: The Narragansett Electric Company d/b/a Rhode Island Energy.

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- k. Conditional Certificate of Eligibility: written notice by the Company or Commission 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.
- l. 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 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.
- m. Customer: a person or entity that is receiving retail delivery service pursuant to one of the Company’s non-residential retail delivery service rate schedules for a single location having an electric service billing account, and the person or entity is listed as the customer-of-record on the billing account associated with the service location. If the person or entity has more than one account as the Customer-of-record, each account service location will be considered as a separate Customer. The Customer may be the Applicant, a Bill Credit Recipient or a third party.
- n. Customer Payment/Credit Transfer Form: means a form submitted by the Applicant prior to the commercial operation date of the DG Project, and updated periodically as necessary, containing all required information necessary to process monthly Performance-Based Incentive Payments and Bill Credits.
- o. 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

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(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 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 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.

- p. 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 § 39–26.6–9.
- q. 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.
- r. 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.
- s. Large DG Project: a DG Project with a nameplate capacity that exceeds the size of a Small DG Project in a given year but is no greater than five megawatts (5 MW) nameplate capacity, except for solar projects, which shall be no greater than thirty-nine megawatts (39 MW) nameplate capacity.
- t. Large-Scale Solar I Project: a solar DG Project with a nameplate capacity of one megawatt (1 MW) or greater, but less than five megawatts (5 MW).
- u. Large-Scale Solar II Project: a solar DG Project with a nameplate capacity of five megawatts (5 MW) or greater, but less than ten megawatts (10 MW).
- v. Large-Scale Solar III Project: a solar DG Project with a nameplate capacity of ten megawatts (10 MW) or greater, but less than fifteen megawatts (15 MW).
- w. Large-Scale Solar IV Project: a solar DG Project with a nameplate capacity of fifteen megawatts (15 MW) or greater, but less than thirty-nine megawatts (39 MW), for projects located on preferred sites.

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- x. Low-Income Discount: the discount provided to a customer receiving delivery service on the Low-Income Rate A-60 pursuant to the terms of the Low-Income Rate A-60 tariff.
- y. Medium-Scale Solar Project: a solar DG Project with a nameplate capacity greater than 25 kilowatts (25 kW) and up to and including 250 kilowatts (250 kW).
- z. Nameplate Capacity: the maximum rated output or gross output of a DG Project. For a solar DG Project, it is the total rated power output of all the DG Project’s panels, measured in direct current (DC).
- aa. Office: the Rhode Island Office of Energy Resources.
- bb. On-Site Use: the amount of energy used at a Customer or Bill Credit Recipient service location during a billing period that may be delivered by the Company, or supplied by the DG Project, or both.
- cc. Output Certification: certification provided by an independent engineer (licensed Professional Engineer) stating that construction of both the DG Project and the interconnection facilities is complete in all material respects, that the metering has been installed and tested, that the Nameplate Capacity is as on the Conditional Certificate of Eligibility, and that the DG Project is capable of producing at least 90% of the maximum hourly output specified on the Conditional Certificate of Eligibility.
- dd. Performance-Based Incentive: either a standard price per kilowatt-hour (“kWh”) for small-scale solar, or a competitively bid price per kWh for all other renewable energy classes, that is applicable to the output of a DG Project when the Applicant has been awarded a Final Certificate of Eligibility, pursuant to the Rules.
- ee. 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.
- ff. Program Year: a year beginning April 1 and ending March 31, unless otherwise approved by the Commission.
- gg. “Renewable energy classes” means categories for different renewable energy technologies 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 specified in § 39–26–2(6). For each program year, in addition to the classes of solar distributed generation specified in § 39–26.6–7, the board shall determine the renewable energy classes as are reasonably feasible for use in meeting distributed-generation objectives from renewable energy resources and are consistent with the goal of meeting the annual target for the program year. The board may make recommendations to the commission to add, eliminate, or adjust renewable energy classes for each

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program year, provided that the solar classifications set forth in § 39-26.6-7 shall remain in effect for at least the first two (2) program years and no distributed-generation project may exceed five megawatts (5 MW) of nameplate capacity except for solar projects as described in § 39-26.6-7.

- hh. 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.
- ii. Shared Solar Facility: a single Small-Scale or Medium-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 8. 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 and Medium-Scale Solar Projects (>0-25 kW DC and >25-250 kW DC nameplate capacity, respectively). The Shared Solar Facility may be owned by the same entity that is the Applicant, the Customer, or another party.
- jj. Small-Scale Solar Project: a solar DG Project with a nameplate capacity of up to and including 25 kilowatts (25 kW).
- kk. Small DG Project: either: (1) a Small-Scale Solar Project; (2) a Medium-Scale Solar Project; (3) a wind DG Project with a nameplate capacity of at least fifty kilowatts (50 kW) up to one and one-half megawatts (1.5 MW); or (4) a DG Project using renewable energy resources other than solar and wind, with a nameplate capacity to be determined by the Board, but no greater than one megawatt (1 MW).
- ll. Solar Carport: The portion of the direct current (DC) nameplate capacity of a Solar DG Project that is installed above a permeable and/or non-permeable existing or new parking area and associated access and walkway areas (as recognized by the local municipal building and/or zoning department), which is installed in a manner that maintains the function of the area beneath the structure, and is continued to be used or available for use for such purposes for the term of enrollment in this tariff.
- mm. 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.
- nn. Solicitation and Enrollment Process Rules: the rules governing the solicitation, enrollment, and award processes for the RE Growth Program for Non-Residential Customers, established pursuant to Chapter 26.6, and approved by the Commission.
- oo. Standard DG Project: a project that is not classified as either a Shared Solar Facility or a Community Remote Distributed Generation System.

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pp. Station Service: energy used to operate auxiliary equipment and other load that is directly related to the production of energy by a DG Project.

Commented [REDACTED]: Definitions (4)

3. Performance Guarantee Deposit

Commented [REDACTED]: Terms and Conditions (5.2)

a. No later than five (5) business days after a project is offered a Conditional Certificate of Eligibility, the Applicant shall submit by wire transfer a Performance Guarantee Deposit ("Deposit") as identified on the Conditional Certificate of Eligibility. Each Deposit shall be no less than \$500.00 and no greater than \$75,000.00. The Deposit shall be calculated as \$15.00 for Small DG Projects or \$25.00 for Large DG Projects, multiplied by the estimated RECs to be generated during the DG Project's first year of operation. Small-Scale Solar Projects and Medium-Scale Solar Projects are not required to submit a Performance Guarantee Deposit to receive a Conditional Certificate of Eligibility.

Commented [REDACTED]: Terms and Conditions (5.2.1)

b. If the Company does not receive a Deposit per Section 3.a., the Company may withdraw the Conditional Certificate of Eligibility offer and not proceed further with the Applicant in that enrollment.

Commented [REDACTED]: Terms and Conditions (5.2.2)

c. The Deposit shall be refunded to the Applicant during the first year of the DG Project's operation, paid quarterly. In the event that the Applicant terminates the DG Project prior to operation, the Deposit will be forfeited.

Commented [REDACTED]: Terms and Conditions (5.2.6)

d. Except for Small-Scale Solar Projects and Medium-Scale Solar Projects, after receiving the Conditional Certificate of Eligibility, the Applicant must provide the Output Certification within: (1) 48 months for Small DG Projects using hydropower or Large-Scale Solar Projects; (2) 36 months for anaerobic digestion; or (3) 24 months for all other DG Projects. If the Output Certification is not received within the specified timeframe (including extensions allowable by the applicable Tariff or Rules), the Conditional Certificate of Eligibility will be voided and the Deposit will be forfeited. Once a DG Project has provided the Output Certification to Rhode Island Energy, the project then has 90 days to meet all other requirements specified in Section 8(a) to receive payment pursuant to the Tariff. For Small-Scale Solar Projects and Medium-Scale Solar Projects, projects have 24 months after being awarded a Conditional Certificate of Eligibility to achieve operation at expected availability and capacity, and meet all other requirements under this Tariff.

Commented [REDACTED]: Terms and Conditions (5.2.3)

e. An Applicant may elect, for any reason, to extend the DG Project deadline for providing the Output Certification by an additional six (6) months with no additional Deposit. After such initial six-month extension, the Applicant may elect, for any reason, to extend Output Certification deadline for an additional six-month period by posting an additional Deposit, with the amount equal to one-half of the original Deposit amount. An Applicant shall not extend the deadline to provide the Output Certification by more than one (1) year in total. Prior to the expiration of the timeframe applicable to the Applicant's DG Project, as specified herein Section 3(d) or as extended as provided for by Section 3(g), the Applicant must notify the Company of its election to extend the DG Project deadline.

Commented [REDACTED]: Terms and Conditions (5.2.4)

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f. Medium-Scale Solar Projects have the option to extend their 24-month deadline of achieving operation at expected capacity, as well as all other requirements under this Tariff, by two (2) additional six -month periods. For each six-month extension, a Deposit must be paid. Each deposit, for each extension is equal to \$7.50 multiplied by the estimated RECs to be generated during the DG Project’s first year of operation.

Commented [REDACTED]: Terms and Conditions (5.2.5)

g. If the Applicant is unable to provide the Output Certification within the timeframe specified in Section 3(d), or as extended pursuant to Section 3(e) or 3(f), because of non-completion of the necessary system modifications on the Company’s side of the meter or any other interconnection delays that are beyond the reasonable control of the Applicant, the deadline for providing the Output Certification will be extended until such time as the DG Project has received approval from the Company to interconnect to the Company’s distribution system and begin production, with no additional deposit required.

Commented [REDACTED]: Terms and Conditions (5.2.7)

h. If an act of God occurs within the timeframe allowed for providing the Output Certification, and as a direct result of the act of God, the DG Project is incapable of providing the Output Certification within the timeframe prescribed in this Tariff, the DG Project shall be terminated and the Deposit shall be refunded immediately.

Commented [REDACTED]: Terms and Conditions (5.2.8)

4. **Interconnection**

Commented [REDACTED]: Terms and Conditions (5.1)

a. The interconnection of the DG Project with the Company’s distribution system and any system modifications required by the Company shall be in accordance with the Standards for Connecting Distributed Generation and coordinated or delegated by the Applicant.

Commented [REDACTED]: Terms and Conditions (5.1.1)

b. Except for Small-Scale Solar Projects and Medium-Scale Solar Projects, all Applicants for DG Projects awarded a Conditional Certificate of Eligibility are required to submit quarterly reports to the Company and the Office reporting on the progress of construction. Failure to submit these reports may result in the loss of the Applicant’s Conditional Certificate of Eligibility.

Commented [REDACTED]: Terms and Conditions (5.1.2)

5. **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 DG Projects use different renewable energy resources; or

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- ii. The DG 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 DG Project and the commencement of construction of any additional DG Project.
- iii. DG Projects installed on the same or contiguous parcels will not be considered segmented if they serve different Non-Residential Customers and both Customers receive bill credits under Option 2 as defined in Section 8.c.
- iv. If two or more projects are proposed on same or contiguous parcels and their combined nameplate capacity does not total to an amount that exceeds the class nameplate range of the enrollment class of the individual projects

If the Company determines that a DG 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 for a DG Project and is receiving Performance-Based Incentive Payments pursuant to this Tariff it will not receive compensation pursuant to the Net Metering Provision for the same DG Project during the term specified in the applicable Tariff supplement.

6. **Metering**

- a. A Company-owned meter must be installed on all DG Projects that are enrolled in the RE Growth Program for the purpose of measuring and reporting the output of the DG Project. An interval meter will be installed on all projects greater than 25 kW in AC capacity. In the event that there is an existing service location with an existing meter, the meter for the DG 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 polices on metering. In the event an existing service meter is present, the existing service meter will be exchanged for an interval meter by the Company at the Applicant’s expense.
- b. For Medium-Scale Solar Projects, Commercial-Scale Solar Projects, Large-Scale Solar Projects, and DG Projects of other eligible technologies, the Applicant is responsible for the cost of a revenue-quality interval meter and associated metering equipment, including required remote communication for measuring and reporting the output of the DG Project as well as any existing service meter. An Applicant may elect to supply the meter and associated equipment provided that it conforms to the Company’s metering standards and the Rhode Island Division of Public Utilities and Carriers (“Division”) Rules for Prescribing Standards for Electric Utilities, as may be amended from time to time. At the request of the Applicant, the Company will provide the required interval meter and associated equipment, subject to the Company having such equipment available and the Applicant reimbursing the Company for its cost.

Commented [REDACTED]: Terms and Conditions (5.4)

Commented [REDACTED]: Metering (11.)

Commented [REDACTED]: Metering (11.1)

Commented [REDACTED]: Metering (11.2)

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c. The Company must be provided with adequate access to read the meter(s), and to install, repair, maintain and replace the meter(s), if applicable.

Commented [REDACTED]: Metering (11.3)

d. 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.

Commented [REDACTED]: Metering (11.4)

7. Energy, Capacity, Renewable Energy Certificates and Other Environmental Attributes

Commented [REDACTED]: Energy, Capacity, Renewable Energy Certificates and Other Environmental Attributes (6.)

a. Prior to receiving compensation pursuant to Section 8 of this Tariff, an Applicant, at its own cost, must obtain Commission certification of a DG 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.

Commented [REDACTED]: Energy, Capacity, Renewable Energy Certificates and Other Environmental Attributes (6.1)

b. For the term specified in the applicable Tariff supplement, the Company shall have the irrevocable rights and title to the following products produced by the DG Project: (1) RECs; (2) energy; and (3) any other environmental attributes or market products associated with the sale of energy or energy services produced by the DG Project, provided, however, that it shall be the Company's choice to acquire the capacity of the DG Project at any time after it is awarded a Certificate of Eligibility by the Commission or the Company pursuant to the Rules. Environmental attributes shall include any and all generation attributes or energy services 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 DG Project during the term of service specified on the applicable Tariff supplement.

Commented [REDACTED]: Energy, Capacity, Renewable Energy Certificates and Other Environmental Attributes (6.2)

(1) RECs: RECs must be delivered to the Company's appropriate NEPOOL-GIS account. This will be accomplished through registration of the DG Project with the NEPOOL-GIS. If requested by the Company, Applicant will provide approvals or assignments, as necessary, to facilitate the DG Project's participation in asset aggregation or other model of asset registration and reporting.

Small-Scale Solar Projects shall provide all necessary information to, and cooperate with, the Company to enable the Company to obtain the appropriate asset identification for reporting generation to the NEPOOL-GIS for the creation of RECs and direct all RECs from the DG Project to the Company's appropriate NEPOOL-GIS account. The Applicant will provide approvals or assignments, including, but not limited to, completing the Renewable Energy Certificate Assignment and Aggregation Form, to facilitate the DG Project's participation in asset aggregation or other model of asset registration and reporting.

Commented [REDACTED]: Energy, Capacity, Renewable Energy Certificates and Other Environmental Attributes (6.2.1)

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- (2) **Energy:** Except for Small-Scale Solar Projects, energy must be delivered to the Company in the Company’s ISO-NE load zone at the delivery node associated with the DG Project. As requested by the Company or the ISO-NE, Applicant will provide all necessary information as well as follow all requirements for all applicable market rules needed to set up the necessary generation asset.
- (3) **Capacity:** The Company may qualify the DG Project as an Existing Capacity Resource in the Forward Capacity Market (“FCM”) after the Commercial Operation Date to participate in the FCM, as determined by the Company, in consultation with the Division. As requested by the Company or the ISO-NE, Applicant will provide all necessary information as well as follow all requirements for all applicable market rules needed to set up the necessary capacity asset. Applicants are required to take commercially reasonable actions to maximize performance against any FCM Capacity Supply Obligations.

Commented [REDACTED]: Energy, Capacity, Renewable Energy Certificates and Other Environmental Attributes (6.2.2)

Commented [REDACTED]: Energy, Capacity, Renewable Energy Certificates and Other Environmental Attributes (6.2.3)

8. **Performance-Based Incentive Payment**

Commented [REDACTED]: Performance-Based Incentive Payment (7.)

a. **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 Solicitation and Enrollment Process Rules.

As a condition for receiving monthly payments pursuant to Section 8, the Applicant must provide confirmation of the following: 1) the Company’s written authority to interconnect to its electric distribution system and Applicant’s payment of all amounts due; 2) Commission certification of the DG Project as an Eligible Renewable Energy Resource; 3) registration of the DG Project with the ISO-NE and NEPOOL GIS; 4) 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 5) except for small-scale and medium-scale solar, the Output Certification. Small-Scale Solar Projects can demonstrate completion of items 2 and 3 by the completion of the Renewable Energy Certificate Assignment and Aggregation Form. If an Applicant or Customer is no longer in good standing with regard to payment plans or agreements, if applicable, and other obligations to the Company (including but not limited to meeting all obligations under an interconnection service agreement), the Company may withhold payments under this Tariff. In addition, all Bill Credit Recipient(s) must remain in good standing with regard to the electric service account(s) receiving Bill Credits pursuant to this tariff, or the Company may withhold Bill Credits until such an account is again in good standing. If payments to an Applicant are suspended or withheld for any reason, up to 90 days of Performance Based Incentive payments and bill credits (if applicable) 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.

Commented [REDACTED]: Performance-Based Incentive Payment (7.1)

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b. Performance-Based Incentive

The Performance-Based Incentive will be a fixed per-kWh price for the term specified in the applicable Tariff supplement.

The Performance-Based Incentive for Small-Scale Solar shall be a standard Performance-Based Incentive that is recommended by the Board and approved by the Commission. The Performance-Based Incentive for other DG Projects shall be determined through competitive bidding.

If applicable, for any Customer who has applied for and received approval for a SolarWise Bonus Tier and has met all of the requirements to receive a SolarWise Bonus by October 15, 2017, the Performance-Based Incentive may be adjusted to reflect SolarWise Bonus payments pursuant to Section 8.e.

Zonal Incentive: In addition to the Performance-Based Incentive, the Company may propose, and the Commission may approve, a zonal incentive, which is in addition to the Performance-Based Incentive for DG Projects that are: 1) located in designated geographic areas; or 2) comply with other specified conditions. Any Zonal Incentive shall be reflected in the applicable Tariff supplement.

Brownfield Remediation Incentive Pilot for Large-Scale Solar I and II Projects: Large-Scale Solar I and II projects sited on a brownfield that requires remediation at the time of their application to the Renewable Energy Growth Program may be eligible to receive a Brownfield Remediation Incentive. The Brownfield Remediation Incentive is a one-time payment of \$140/kW DC of nameplate capacity, paid after a Final Certificate of Eligibility has been granted, as detailed in Section 2.1.4 of the Rules.

Solar Carport Incentive: The Solar Carport Incentive was available during Program Years 2020 and 2021, up until March 31, 2022. For any project that applied for and received approval of a Certificate of Eligibility that includes the Solar Carport Incentive, the SCI will be added to the competitively bid PBI of the specific project, and the total amount will be paid on all generation of the total DG Project and as indicated on the Customer's Certificate of Eligibility. Any change in the DC nameplate rating of a Solar Carport portion of a project as built must be provided to the Company prior to Authority to Interconnect, and adjustments to the SCI amount will be reflected in the Final Certificate of Eligibility provided to the Customer, based on the SCI formula in effect at the time of application. Additionally, the project owner shall provide final cost data, with documentation to verify costs (invoices, contracts, etc.) for the carport's canopy structure and mounting system at the time of approval of Final Certificate of Eligibility as a condition for receiving payment of the PBI and Carport Adder. No changes to the Solar Carport portion of the project are permitted after the project is operational.

c. Performance Based Incentive Payment for Standard DG Projects and Shared Solar.

The Performance-Based Incentive Payment will be the fixed per-kWh Performance-Based Incentive, plus any adjustments where applicable, applied to the measured kWh produced by the DG Project, net of any Station Service. Distribution of the Performance-Based Incentive Payment will be in accordance with the rules below.

Commented [REDACTED]: Performance-Based Incentive Payment (7.2)

Commented [REDACTED]: Performance-Based Incentive Payment (7.2.1)

Commented [REDACTED]: Performance-Based Incentive Payment (7.2.2)

Commented [REDACTED]: Performance-Based Incentive Payment (7.2.3)

Commented [KG37]: Performance-Based Incentive Payment (7.2.4)

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Applicants that have been awarded a Final Certificate of Eligibility for a DG Project will receive Performance-Based Incentive Payments in accordance with the rules specified in this section. Before a DG Project begins to operate, an Applicant must notify the Company of the manner by which it will be compensated for its output under one of the two options below. There are two mechanisms in which an Applicant can receive Performance-Based Incentive Payments, which include either cash (Option 1) or a combination of cash and Bill Credits (Option 2). Standard DG Projects may select Option 2 only if the DG Project can be configured to serve on-site load. Shared Solar Facilities must select Option 2, and will receive Performance-Based Incentive Payments as a combination of cash payments and Bill Credits. 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 DG Project sizing requirements, 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.

1. Option 1: Direct payment of the entire Performance-Based Incentive Payment in the form of a check or such other payment method that is mutually agreed upon by the Company and the Applicant; or
2. Option 2: A combination of direct payment and Bill Credit Recipient Bill Credits.

The following rules apply to the administration of Performance-Based Incentive Payments under Option 2:

- 1) Bill Credit Recipients
  - i. Standard DG Projects are not required to designate a Bill Credit Recipient. However, if Standard DG Projects choose to designate a Bill Credit Recipient, they may designate only the Customer as the sole Bill Credit Recipient.
  - ii. Shared Solar Facilities must designate at least two (2) but no more than fifty (50) Bill Credit Recipients.
  - iii. Shared Solar Bill Credit Recipients must be in the same customer class (i.e. Residential or Non-Residential) but may be in different retail delivery service rate classes.
  - iv. 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 DG Project. Properties that are separated by a public way will not be considered to be adjacent. Applicants who operate a Shared Solar Facility on behalf of a Public Entity may designate Bill Credit Recipients without regard to physical location so long as the Shared Solar Facility's and Bill Credit Recipient's points of service, which must all belong to the same municipality or public entity, are located within the same municipality.
  - v. The Applicant may make changes to the Bill Credit Recipients of a Shared Solar facility once per calendar quarter, and must provide such change in a specified electronic format to the address indicated on the Customer Payment/Credit Transfer Form at least 15 days prior to the next billing date to be reflected in the next billing period.
  - vi. 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.

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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, which is 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. A Bill Credit Recipient may request that the Company reset its three (3) year annual average use once three (3) years of billing history is available.

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

If the Applicant selects Option 2, the DG Project must be reasonably designed and sized to produce electricity at an annual level equal to or less than 1) the Customer’s On-Site Use or the aggregate On-site Use of all Bill Credit Recipients if the DG Project is a Shared Solar Facility, as measured over the previous three (3) years at the electric service account located at the Customer or Bill Credit Recipient’s service location(s); 2) the annualized On-Site Use over the period of service to the Customer or Bill Credit Recipients’ service location(s) if such service has been provided for less than three years; or 3) a reasonable estimate of annual On-Site Use if the DG Project is located at a new service location. The Applicant may change the selection only one time after the DG Project begins to operate provided that the Applicant gives the Company no less than 60 days’ notice to implement the change. Additional changes to the method of compensation may be allowed at the discretion of the Company.

If the Applicant selects Option 2, the Performance-Based Incentive Payment shall be provided as follows:

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 apply 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 on the Bill Credit Recipient’s bill separate from the charges for on-site use.

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

Where:

$$BC = \text{Bill Credit}$$

$$\text{ALLOC (kWh)} = \text{Bill Credit Recipient’s allocated generated kWh as determined per Section 8.c.(2)(i).}$$

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- 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 Last Resort Service charge applicable to the Bill Credit Recipient's retail delivery service rate class per RIPUC No. 2096, Summary of Last Resort Service Rates, as may be amended from time to time, exclusive of the renewable energy standard charge or credit.

The Performance-Based Incentive Payment less the sum of the Bill Credits for all Bill Credit Recipients will be paid in the form a check (or another agreed-upon means) to the recipient as identified on the Application. The Bill Credit Recipients will be responsible for paying any balance due on the electric bill in accordance with the Terms and Conditions for Distribution Service.

Commented (7.4) : Performance-Based Incentive Payment

d. Performance-Based Incentive Payment for Community Remote Distributed Generation Systems

The Performance-Based Incentive Payment will be the fixed per-kWh Performance-Based Incentive, plus any adjustments where applicable, applied to the measured kWh produced by the DG Project, net of any Station Service. Distribution of the Performance-Based Incentive Payment will be in accordance with the rules below.

Applicants that have received a Final Certificate of Eligibility for a Community Remote Distributed Generation System will receive Performance-Based Incentive Payments in the form of Bill Credits applicable to a minimum of three (3) eligible Bill Credit Recipients and residual cash payments. Applicants will be responsible for designating Bill Credit Recipient billing accounts and other required information on the Customer Payment/Credit Transfer Form prior to the commercial operation date of the DG Project. 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 Recipient Accounts
  - i. No more than fifty percent (50%) of the kWh generated by the DG Project may be allocated to a single Bill Credit Recipient.
  - ii. At least fifty percent (50%) of the kWh generated by the DG Project must be allocated to multiple Bill Credit Recipients in an amount not to exceed that which is produced annually by a twenty-five kilowatt (25 kW) AC capacity system.

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- iii. Provided that the conditions specified in (i) and (ii) above have been met, there is no limit to the number of Bill Credit Recipients that may receive Bill Credits from the DG Project. However, the aggregate kWh transferred to Bill Credit Recipients during a 12-month period, may not exceed the aggregate three (3) year average on site use of the Bill Credit Recipients. For Bill Credit Recipients that have less than three (3) years of actual on-site use, a projection of annual on-site use may be used until the actual three (3) year average on-site use becomes available for use in determining the number of eligible Bill Credit Recipients.
- iv. Bill Credit Recipients may receive retail delivery service on any of the Company's rate schedules.

2) Allocation of kWh Generation to Bill Credit Recipients:

- i. Applicant must specify each Bill Credit Recipient's percentage share of the DG Project's output on the Customer Payment/Credit Transfer Form.
- ii. On a monthly basis, and in the aggregate, generated kWh may be allocated to Bill Credit Recipients up to the amount of available generated kWh.
- iii. Generated kWh available to allocate during a month is equal to the current month's generated kWh plus the cumulative generated kWh not allocated during prior months.
- iv. Allocation of generated kWh to Bill Credit Recipient accounts in any billing month will not exceed each individual Bill Credit Recipient's on-site use during that month.
- v. If available aggregate generated kWh is greater than the sum of the Bill Credit Recipients' on-site use for the month, then all Bill Credit Recipients will receive a kWh allocation equal to their monthly use, subject to the Bill Credit Recipient's annual maximum limit.
- vi. If available aggregate generated kWh is less than the sum of the Bill Credit Recipients' on-site use for the month, then all Bill Credit Recipients will receive a kWh allocation equal to their designated percentage share of generator output, subject to the Bill Credit Recipient's annual maximum limit.
- vii. Bill Credit Recipients will receive monthly kWh allocations as long as the cumulative annual allocation is less than the Bill Credit Recipient's maximum annual limit.
- viii. Each Bill Credit Recipient's maximum annual allocation limit will be that Bill Credit Recipient's three (3) year annual average on-site use. For Bill Credit Recipient accounts that have not established a three-year on-site usage history, the maximum annual allocation limit will be estimated initially. Bill Credit Recipients may request that the Company reset their three (3) year annual average once three (3) years of billing history is available.
- ix. Unallocated generated kWh for each month will be calculated as the monthly generated kWh less the sum of the generated kWh allocated to the Bill Credit Recipients for the month. Unallocated generated kWh will be cumulated on an annual basis and the cumulative unallocated generated kWh calculated for each month will be used to increase or decrease the available generated kWh for the subsequent month within the program year. Any unallocated kWh remaining at the end of the program year will be paid to the designated cash recipient pursuant to Section 8.d.3.
- x. Each Applicant may change the specified Bill Credit Recipients associated with a CRDG facility once per calendar quarter, and must provide such change in a specified electronic format to the address indicated on the Customer Payment/Credit Transfer Form at least 15 days prior to the next billing date to be reflected in the next billing period.

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- xi. 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:

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 apply 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 on the Bill Credit Recipient’s bill separate from the charges for on-site use.

$$BC = ALLOC \text{ (kWh)} \times \text{Bill Credit Rate}$$

Where:

$$BC = \text{Bill Credit}$$

$$ALLOC \text{ (kWh)} = \text{Bill Credit Recipient’s allocated generated kWh as determined per Section 8.d.2.}$$

**BILL CREDIT RATE** = a per kWh rate used to calculate each Bill Credit Recipient’s monthly Bill Credit that may be either a fixed per kWh rate determined by the Applicant or the Default Bill Credit Rate. The Bill Credit Rate must be specified on the Customer Payment/Credit Transfer Form. The Default Bill Credit Rate is defined as the sum of the base Last Resort Service Rate, the Last Resort Service Adjustment Factor, the Last Resort Service Administrative Cost Adjustment Factor, the Transmission Service Cost Adjustment Factor, and the Non-bypassable Transition Service Charge, applicable to the Bill Credit Recipient’s rate schedule in effect at the time of the application of the monthly Bill Credit to the Bill Credit Recipient’s account. The fixed Bill Credit Rate must be equal to or less than the Default Bill Credit Rate in effect at the time that the Bill Credit Recipient’s account information is submitted by the Applicant on the Customer Payment/Credit Transfer Form, and must be greater than the Minimum Bill Credit amount, as indicated in the Tariff Supplement for the Program Year in effect under which the Applicant received a Conditional Certificate of Eligibility. The Minimum Bill Credit amount will be calculated as 50% or the difference between the ceiling prices of non-CRDG facilities and CRDG facilities of the same technology and class, but in no case will be greater than 1.25¢ per kWh. The selection of the fixed or Default Bill Credit Rate applicable to each Bill Credit Recipient may not be changed once the initial selection is made.

4) Payment of Residual Performance-Based Incentive Payment

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- i. Cash payment to the Applicant or designated payment recipient for each month will be as follows:

$$\text{Cash Payment} = \text{Performance-Based Incentive Payment} - (\text{sum of Bill Credit Recipient Bill Credits}) - (\text{Unallocated Bill Credits})$$

Where

Unallocated Bill Credit=the unallocated generated kWh multiplied by the Default Bill Credit Rate applicable to the Applicant’s rate class.

If the sum of the kWh allocated to the Bill Credit Recipients during a billing period is less than the monthly generation of the DG Project during the same period, the Unallocated Bill Credit will be calculated as the Default Bill Credit Rate multiplied by the difference between the monthly generated kWh and the sum of the kWh allocated to Bill Credit Recipients, and this amount will result in a decrease in the monthly cash payment.

If the sum of the kWh allocated to the Bill Credit Recipients during a billing period exceeds the monthly generation of the DG Project during the same period, but is less than the available generated kWh as defined in Section 8.d.2.ii, the Unallocated Bill Credit will be calculated as the Default Bill Credit Rate multiplied by the difference between the monthly generated kWh and the sum of the kWh allocated to Bill Credit Recipients, and this amount will result in an increase in the monthly cash payment.

- ii. Any unallocated generated kWh remaining at the end of the Program Year will be valued at the average ISO-NE Locational Marginal Pricing rate that was realized by the settlement of the output with ISO-NE over the course of the year and will be paid to the designated payment recipient in a lump sum.

Commented [7.5]: Performance-Based Incentive Payment

- e. SolarWise Program

Standard DG Project Applicants who have been approved as qualifying for a SolarWise Bonus Award by October 1, 2017 are eligible to receive SolarWise Bonus payments. The PBI payments pursuant to Section 8.c 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.

Payments under the appropriate SolarWise Bonus Tier will be made pursuant to Option 2 described above. 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.*

The Company reserves the right to audit customers for compliance with commitments made to qualify for SolarWise Bonus Payments. If the requisite energy efficiency measures are not complete within twelve (12) months of the SolarWise application approval, the Company may withdraw the SolarWise Bonus Payment approval and the Tariff payments will revert to the applicable standard PBI without the SolarWise Bonus payment.

Commented [REDACTED]: Performance-Based Incentive Payment (7.6)

9. Other Company Tariff Requirements

a. 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.

Commented [REDACTED]: Terms and Conditions (5.1.4)

b. The Applicant is required to comply with 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.

Commented [REDACTED]: Terms and Conditions (5.1.5)

c. To be eligible to receive Renewable Net Metering Credits or 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, a DG Project and a Customer receiving credits from such a facility must comply with the applicable provisions of the Company's Net Metering Provision.

Commented [REDACTED]: Terms and Conditions (5.1.6)

d. The Company's recovery of costs incurred to implement and administer the RE Growth Program is pursuant to the Renewable Energy Growth Program Cost Recovery Provision.

Commented [REDACTED]: Cost Recovery (10.1)

e. By participating in the Renewable Energy Growth Program and accepting a Conditional 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 the 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

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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.

Commented [REDACTED]: Terms and Conditions (5.1.7)

10. **Dispute Resolution**

Commented [REDACTED]: Dispute Resolution (12.)

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.

Commented [REDACTED]: Dispute Resolution (12.1)

11. **Termination Provisions**

Commented [REDACTED]: Termination Provisions (8.)

The Applicant and the Customer shall comply with the provision 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.

Only the DG Project described on the Certificate of Eligibility is eligible to participate under this Tariff. In no event shall an Applicant expand a DG Project's nameplate capacity beyond what is allowed by the Certificate of Eligibility. If a DG Project exceeds the nameplate capacity allowed by the Certificate of Eligibility, or the Company determines that a Customer or Applicant has violated the terms and conditions of this Tariff, the Company may, after notifying the Customer or Applicant in writing of such non-compliance and providing the Customer or Applicant a reasonable period to remedy such non-compliance and the violation persists, request the Commission to review the non-compliance and determine appropriate action, which may include requiring the Customer or Applicant to comply with the applicable provision being violated or revoking the Customer's or Applicant's Certificate of Eligibility.

Commented [REDACTED]: Termination Provisions (8.1)

12. **Statutory Authority**

Commented [REDACTED]: Statutory Authority (9.)

This Tariff is filed in compliance with R.I. Gen. Laws. § 39-26.6-10. All revisions to the Tariff will be filed annually by November 15. Tariff supplements will be filed annually and following each scheduled RE Growth Program enrollment, as necessary. This Tariff and its supplements are subject to review, approval, and the exclusive jurisdiction of the Commission.

Commented [REDACTED]: Statutory Authority (9.1)

First Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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.G.L. § 39-26.6-20.

Commented [REDACTED]: Forms (13.1)

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Facility, and the Term of Service for a particular DG Facility 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
Medium-Scale Solar	26 to 250 kW	24.40¢	20 years

Issued: February 9, 2015

Effective: April 1, 2015

First Tariff supplement to RIPUC No. 2152-I  
Sheet 2 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2015 through March 31, 2016

Renewable Energy Class	Ceiling Price	Term of Service
Commercial-Scale Solar	20.95¢	20 years
Large-Scale Solar	16.70¢	20 years
Wind I (1.5MW to 2.99MW) with Investment Tax Credit	18.40¢	20 years
Wind I (1.5MW to 2.99MW) with Production Tax Credit	19.85¢	20 years
Wind I (1.5MW to 2.99MW) with No Federal Tax Incentives	22.75¢	20 years
Wind II (3.0MW to 5.0MW) with Investment Tax Credit	18.20¢	20 years
Wind II (3.0MW to 5.0MW) with Production Tax Credit	19.45¢	20 years
Wind II (3.0MW to 5.0MW) with No Federal Tax Incentives	22.35¢	20 years
Anaerobic Digestion (150kW to 1,000kW) with Production Tax Credit	20.20¢	20 years

Issued: February 9, 2015

Effective: April 1, 2015

First Tariff supplement to RIPUC No. 2152-I  
 Sheet 3 of 3

The Narragansett Electric Company  
 Renewable Energy Growth Program for Non-Residential Customers  
 Tariff Supplement

Program Year: April 1, 2015 through March 31, 2016

Renewable Energy Class	Ceiling Price	Term of Service
Anaerobic Digestion (150kW to 1,000kW) with No Federal Tax Incentives	20.60¢	20 years
Small-Scale Hydropower I (10kW to 250kW) with Production Tax Credit	19.80¢	20 years
Small-Scale Hydropower I (10kW to 250kW) with No Federal Tax Incentives	21.35¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW) with Production Tax Credit	18.55¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW) with No Federal Tax Incentives	20.10¢	20 years

Second Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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.G.L. § 39-26.6-20.

Commented: Forms (13.2)

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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	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
Small-Scale Solar II	11 to 25 kW	24.90¢	26.15¢	27.39¢	n/a	n/a	20 years

(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.

Issued: November 16, 2015

Effective: April 1, 2016

Second Tariff supplement to RIPUC No. 2152-I  
Sheet 2 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2016 through March 31, 2017

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, Third-Party Owned	11 to 25 kW	24.90¢	n/a	n/a	25.40¢	25.90¢	20 years
Medium-Scale Solar (including ITC/PTC & Bonus Depreciation)	26 to 250 kW	22.55¢	23.68¢	24.81¢	n/a	n/a	20 years

(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.

Second Tariff supplement to RIPUC No. 2152-I  
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The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2016 through March 31, 2017

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar (including ITC/PTC & Bonus Depreciation)	19.30¢	20 years
Large-Scale Solar (including ITC/PTC & Bonus Depreciation)	15.10¢	20 years
Wind I (1.5MW to 2.99MW) (including ITC/PTC & Bonus Depreciation)	18.75¢	20 years
Wind II (3.0MW to 5.0MW, 2-turbine) (including ITC/PTC & Bonus Depreciation)	18.00¢	20 years
Wind III (3.0MW to 5.0MW, 3-turbine) (including ITC/PTC & Bonus Depreciation)	17.40¢	20 years
Anaerobic Digestion I (150kW to 500 kW) (including ITC/PTC & Bonus Depreciation)	20.00¢	20 years
Anaerobic Digestion II (10kW to 250 kW) (including ITC/PTC & Bonus Depreciation)	20.00¢	20 years
Small-Scale Hydropower I (251kW to 1,000kW) (including ITC/PTC & Bonus Depreciation)	18.65¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW) (including ITC/PTC & Bonus Depreciation)	17.45¢	20 years

Issued: November 16, 2015

Effective: April 1, 2016

Third Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 5

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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.G.L. § 39-26.6-20.

Commented: Forms (13.3)

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Small-Scale Solar II	11 to 25 kW	27.75¢	29.14¢	30.53¢	n/a	n/a	20 years

(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.

Issued: March 17, 2017

Effective: April 1, 2017

Third Tariff supplement to RIPUC No. 2152-I  
Sheet 2 of 5

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2017 through March 31, 2018

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, Third-Party Owned	11 to 25 kW	27.75¢	n/a	n/a	28.31¢	28.86¢	20 years
Medium-Scale Solar	26 to 250 kW	22.75¢	23.89¢	25.03¢	n/a	n/a	20 years

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

(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.

Third Tariff supplement to RIPUC No. 2152-I  
Sheet 3 of 5

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2017 through March 31, 2018

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar	18.75¢	20 years
Commercial-Scale Solar - CRDG	20.65¢	20 years
Large-Scale Solar	15.05¢	20 years
Large-Scale Solar – CRDG	16.85¢	20 years
Small Wind (10 to 999 kW)	21.45¢	20 years
Wind I (1.0MW to 2.99MW)	19.45¢	20 years
Wind I (1.0MW to 2.99MW) – CRDG	20.65¢	20 years
Wind II (3.0MW to 5.0MW, 2-turbine)	18.25¢	20 years

Issued: March 17, 2017

Effective: April 1, 2017

Third Tariff supplement to RIPUC No. 2152-I  
Sheet 4 of 5

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2017 through March 31, 2018

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Wind II (3.0MW to 5.0MW, 2-turbine) CRDG	19.35¢	20 years
Wind III (3.0MW to 5.0MW, 3-turbine)	17.35¢	20 years
Wind III (3.0MW to 5.0MW, 3-turbine) CRDG	18.55¢	20 years
Anaerobic Digestion I (150kW to 500 kW)	20.15¢	20 years
Anaerobic Digestion II (501kW to 1,000 kW)	20.15¢	20 years
Small-Scale Hydropower I (10kW to 250kW)	22.45¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW)	22.45¢	20 years

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

Third Tariff supplement to RIPUC No. 2152-I  
Sheet 5 of 5

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2017 through March 31, 2018

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the current program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind I	0.600¢ per kWh
Wind II	0.550¢ per kWh
Wind III	0.600¢ per kWh
Commercial Solar	0.950¢ per kWh
Large Solar	0.950¢ per kWh

Fourth Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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.G.L. § 39-26.6-20.

Commented [REDACTED]: Forms (13.4)

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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	32.25¢	15 years
Small-Scale Solar I	1 to 10 kW	28.55¢	20 years
Small-Scale Solar II	11 to 25 kW	29.45¢	20 years
Medium-Scale Solar	26 to 250 kW	24.95¢	20 years

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

Fourth Tariff supplement to RIPUC No. 2152-I  
 Sheet 2 of 3

The Narragansett Electric Company  
 Renewable Energy Growth Program for Non-Residential Customers  
 Tariff Supplement

Program Year: April 1, 2018 through March 31, 2019

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar	19.65¢	20 years
Commercial-Scale Solar - CRDG	22.45¢	20 years
Large-Scale Solar	16.45¢	20 years
Large-Scale Solar – CRDG	18.92¢	20 years
Small Wind (1 to 999 kW)	22.25¢	20 years
Large Wind (1.0MW to 5.0MW)	17.55¢	20 years
Large Wind – CRDG (1.0MW to 5.0MW)	19.35¢	20 years

Issued: November 15, 2017

Effective: April 1, 2018

Fourth Tariff supplement to RIPUC No. 2152-I  
Sheet 3 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2018 through March 31, 2019

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Hydroelectric (1.0MW to 5.0MW)	24.55¢	20 years
Anaerobic Digestion I (1.0MW to 5.0 MW)	20.55¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the current program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Large Wind	0.900¢ per kWh
Commercial Solar	1.250¢ per kWh
Large Solar	1.2350¢ per kWh

Fifth Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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.G.L. § 39-26.6-20.

Commented [REDACTED]: Forms (13.5)

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Medium-Scale Solar	26 to 250 kW	23.55¢	20 years

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

Fifth Tariff supplement to RIPUC No. 2152-I  
 Sheet 2 of 3

The Narragansett Electric Company  
 Renewable Energy Growth Program for Non-Residential Customers  
 Tariff Supplement

Program Year: April 1, 2019 through March 31, 2020

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar	17.85¢	20 years
Commercial-Scale Solar - CRDG	20.53¢	20 years
Large-Scale Solar	15.15¢	20 years
Large-Scale Solar – CRDG	17.42¢	20 years
Small Wind (1 to 999 kW)	24.05¢	20 years
Large Wind (1.0MW to 5.0MW)	19.35¢	20 years
Large Wind – CRDG (1.0MW to 5.0MW)	21.65¢	20 years

Issued: March 8, 2019

Effective: April 1, 2019

Fifth Tariff supplement to RIPUC No. 2152-I  
 Sheet 3 of 3

The Narragansett Electric Company  
 Renewable Energy Growth Program for Non-Residential Customers  
 Tariff Supplement

Program Year: April 1, 2019 through March 31, 2020

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Hydroelectric (1.0MW to 5.0MW)	27.15¢	20 years
Anaerobic Digestion I (1.0MW to 5.0 MW)	20.85¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the current program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Large Wind	1.135¢ per kWh
Commercial Solar	1.250¢ per kWh
Large Solar	1.150¢ per kWh

Sixth Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 2

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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.

Commented [REDACTED]: Forms (13.6)

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Medium-Scale Solar	26 to 250 kW	21.15¢	20 years

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

Sixth Tariff supplement to RIPUC No. 2152-I  
Sheet 2 of 2

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2020 through March 31, 2021

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar (251-999 kW DC)	18.25¢	20 years
Commercial-Scale Solar – CRDG (251-999 kW DC)	20.99¢	20 years
Large-Scale Solar – (1.0MW to 5.0MW)	13.65¢	20 years
Large-Scale Solar – CRDG - (1.0MW to 5.0MW)	15.70¢	20 years
Wind (up to 5.0MW)	18.85¢	20 years
Wind – CRDG (1.0MW to 5.0MW)	21.05¢	20 years
Anaerobic Digestion I (1.0MW to 5.0 MW)	15.35¢	20 years
Hydroelectric (1.0MW to 5.0MW)	21.45¢	20 years
Solar Carport Incentive	6¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind	1.10¢ per kWh
Commercial Solar	1.25¢ per kWh
Large Solar	1.03¢ per kWh

Issued: March 12, 2020

Effective: April 1, 2020

Seventh Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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 DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Medium-Scale Solar	26 to 250 kW DC	21.65¢	20 years

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

Seventh Tariff supplement to RIPUC No. 2152-I  
Sheet 2 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2021 through March 31, 2022

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (251-750 kW DC)	18.55¢	20 years
Commercial-Scale Solar II (751-999 kW DC)	15.25¢	20 years
Commercial-Scale Solar – CRDG (251-750 kW DC)	21.33¢	20 years
Commercial-Scale Solar – CRDG (751-999 kW DC)	17.54¢	20 years
Large-Scale Solar – (1.0MW to 5.0MW DC)	11.35¢	20 years
Large-Scale Solar – CRDG - (1.0MW to 5.0MW DC)	13.05¢	20 years
Wind (up to 5.0MW)	18.75¢	20 years
Wind – CRDG (up to 5.0MW)	21.05¢	20 years
Anaerobic Digestion I (up to 5.0 MW)	15.85¢	20 years
Hydroelectric (up to 5.0MW)	27.35¢	20 years
Solar Carport Incentive	5¢	20 years

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

Seventh Tariff supplement to RIPUC No. 2152-I  
 Sheet 3 of 3

The Narragansett Electric Company  
 Renewable Energy Growth Program for Non-Residential Customers  
 Tariff Supplement

Program Year: April 1, 2021 through March 31, 2022

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind	1.15¢ per kWh
Commercial Solar (251-750 kW)	1.25¢ per kWh
Commercial Solar (751-999 kW)	1.14¢ per kWh
Large Solar	0.85¢ per kWh

Eighth Tariff supplement to RIPUC No. 2152-I  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2022 through March 31, 2023

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 DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Medium-Scale Solar	26 to 250 kW DC	24.45¢	20 years

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

Eighth Tariff supplement to RIPUC No. 2152-I  
Sheet 2 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2022 through March 31, 2023

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (251-500 kW DC)	19.25¢	20 years
Commercial-Scale Solar II (501-999 kW DC)	15.75¢	20 years
Commercial-Scale Solar – CRDG (251-500 kW DC)	22.14¢	20 years
Commercial-Scale Solar – CRDG (501-999 kW DC)	18.11¢	20 years
Large-Scale Solar – (1.0MW to 5.0MW DC)	10.95¢	20 years
Large-Scale Solar – CRDG - (1.0MW to 5.0MW DC)	12.59¢	20 years
Wind (up to 5.0MW)	22.40¢	20 years
Wind – CRDG (up to 5.0MW)	24.60¢	20 years
Anaerobic Digestion (up to 5.0 MW)	25.55¢	20 years
Hydroelectric (up to 5.0MW)	37.15¢	20 years

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

Eighth Tariff supplement to RIPUC No. 2152-I  
Sheet 3 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2022 through March 31, 2023

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind	1.10¢ per kWh
Commercial Solar (251-500 kW)	1.25¢ per kWh
Commercial Solar (501-999 kW)	1.18¢ per kWh
Large Solar	0.82¢ per kWh

Commented [REDACTED]: Forms (13.7)

Ninth Tariff Supplement to RIPUC No. 2152-K  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

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 DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Small-Scale Solar II	>15 to 25 kW DC	26.15¢	20 years
Medium-Scale Solar	>25 to 250 kW DC	25.65¢	20 years

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

Ninth Tariff Supplement to RIPUC No. 2152-K  
Sheet 2 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2023 through March 31, 2024

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (>250-500 kW DC)	22.05¢	20 years
Commercial-Scale Solar II (>500-1,000 kW DC)	19.05¢	20 years
Commercial-Scale Solar – CRDG (>250-500 kW DC)	25.15¢	20 years
Commercial-Scale Solar – CRDG (>500-1,000 kW DC)	21.91¢	20 years
Large-Scale Solar – (>1,000 to 5,000 kW DC)	14.35¢	20 years
Large-Scale Solar – CRDG - (>1,000 to 5,000 kW DC)	16.50¢	20 years
Wind (>0 to 5,000 kW)	19.15¢	20 years
Wind – CRDG (>0 to 5,000 kW)	21.15¢	20 years
Anaerobic Digestion (>0 to 5,000 kW)	19.05¢	20 years
Hydroelectric (>0 to 5,000 kW)	31.95¢	20 years

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

Ninth Tariff Supplement to RIPUC No. 2152-K  
Sheet 3 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2023 through March 31, 2024

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind (>0 to 5,000 kW)	1.00¢ per kWh
Commercial Solar (>250 to 500 kW)	1.25¢ per kWh
Commercial Solar (>500 to 1,000 kW)	1.25¢ per kWh
Large Solar (>1,000 to 5,000 kW)	1.075¢ per kWh

Commented [REDACTED]: Forms (13.8)

Tenth Tariff Supplement to RIPUC No. 2152-L  
Sheet 1 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2024 through March 31, 2027

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.

Commented [7.3]: Performance-Based Incentive Payment

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

Renewable Energy Class	System Size	2024 Ceiling Price/Standard Performance-Based Incentive (per kWh)	2025 Ceiling Price/Standard Performance-Based Incentive (per kWh)	2026 Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service (Years)
Small-Scale Solar I	0 to 15 kW DC	36.45	33.85	N/A	15
Small-Scale Solar II	>15 to 25 kW DC	33.15	32.35	N/A	20
Medium-Scale Solar	>25 to 250 kW DC	33.15	31.95	31.35	20

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

Tenth Tariff Supplement to RIPUC No. 2152-L  
Sheet 2 of 3

The Narragansett Electric Company  
Renewable Energy Growth Program for Non-Residential Customers  
Tariff Supplement

Program Year: April 1, 2024 through March 31, 2027

Renewable Energy Class	2024 Ceiling Price (per kWh)	2025 Ceiling Price (per kWh)	2026 Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (>250-500 kW DC)	29.35	28.55	28.35	20
Commercial-Scale Solar II (>500 to <1,000 kW DC)	24.45	23.75	23.55	20
Large-Scale Solar I (1 to <5 MW DC)	18.65	18.05	17.85	20
Large-Scale Solar II (5 to <10 MW DC)	18.05	17.45	17.25	20
Large-Scale Solar III (10 to <15 MW DC)	18.05	17.45	17.25	20
Large-Scale Solar IV (15 to <39 MW DC)	18.05	17.45	17.25	20
CRDG Commercial-Scale Solar I (>250-500 kW DC)	32.25	31.45	31.25	20
CRDG Commercial-Scale Solar II (>500 to <1,000 kW DC)	27.35	26.65	26.35	20
CRDG Large-Scale Solar I (1 to <5 MW DC)	21.35	20.75	20.52	20
Wind (>0 to 5,000 kW)	20.25	19.85	19.85	20
CRDG Wind (>0 to 5,000 kW)	22.05	21.65	21.75	20
Anaerobic Digestion (>0 to 5,000 kW)	19.05	18.95	19.05	20
Hydroelectric (>0 to 5,000 kW)	34.15	33.35	33.45	20

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

Tenth Tariff Supplement to RIPUC No. 2152-L  
 Sheet 3 of 3

The Narragansett Electric Company  
 Renewable Energy Growth Program for Non-Residential Customers  
 Tariff Supplement

Program Year: April 1, 2024 through March 31, 2027

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind (>0 to 5,000 kW)	1.00 cents per kWh
Commercial-Scale Solar I (>250-500 kW DC)	1.25 cents per kWh
Commercial-Scale Solar II (>500 kW to <1,000 kW DC)	1.25 cents per kWh
Large-Scale Solar I (1 to <5 MW DC)	1.075 cents per kWh



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

**1. DESCRIPTION AND STATUTORY AUTHORITY**

- 1.1. This tariff (“Tariff”) describes the terms and conditions under which an Applicant for an eligible distributed generation project (“DG 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 DG Project at a Non-Residential Customer’s service location or another location that allows for interconnection to the Company’s electric distribution system. For this purpose, a Non-Residential Customer (“Customer”) is defined as a customer receiving retail delivery service on any rate schedule other than the Company’s residential rate schedules (Basic Residential Rate A-16 and Low-Income Rate A-60).
- 2.2. This Tariff will also apply to a DG Project that does not provide On-Site Use to a Customer receiving retail delivery service from the Company. The Applicant and the Customer may be the same person, or different persons, subject to the eligibility standards in the Solicitation and Enrollment Process Rules (“Rules”) and this Tariff.
- 2.3. This Tariff applies to the Applicant for a DG Project that is awarded a Conditional or Final Certificate of Eligibility by the Commission or the Company pursuant to the Rules, and any successor Applicant for the Project. Upon being awarded a Conditional Certificate of Eligibility, a DG Project has a defined period to meet all requirements to receive compensation pursuant to this Tariff, which is: (1) 48 months for a Small DG Project using hydropower and for Large-Scale Solar I, II, III, IV; (2) 36 months for a Project using anaerobic digestion; or (3) 24 months for a Project using another eligible technology.

**3. PROGRAM ELIGIBILITY****3.1. Program Eligibility for Non-Residential Customers**

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

3.1.1. Eligible non-residential solar projects include Small-Scale Solar (up to 25 kW DC), Medium-Scale Solar (>25 kW up to 250 kW DC), Commercial-Scale Solar (>250 kW up to 1,000 kW DC), and Large-Scale Solar (1 MW DC and above, subject to class limits), as well as Shared Solar Facilities and Community Remote Distributed Generation Systems, each as defined herein. Project size limits and eligibility are determined by the renewable energy class definitions and program year ceiling prices provided in this tariff.

3.1.2. 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.

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- 3.2. Eligibility for Second Solar Projects and Combined Rates for Small-Scale Solar Projects  
Existing Small-Scale Solar I and II Renewable Energy Growth customers may qualify to add one (1) Second Solar Project behind their existing Renewable Energy Growth meter, subject to the following:
- 3.2.1. When adding a Second Solar Project, the customer's Renewable Energy Class must remain unchanged. If the first project was enrolled as Small-Scale Solar I, the combined size of both systems cannot exceed the maximum allowed for Small Scale I in the year the second project is enrolled. The same rule applies to Small-Scale Solar II.
- 3.2.2. No more than two (2) solar projects are permitted per Renewable Energy Growth meter.
- 3.2.3. The Second Solar Project must meet the definition provided in Section 4.

#### 4. DEFINITIONS

- 4.1. Applicant: the person or entity with legal authority to enroll the DG Project in the RE Growth program, and with the obligation to ensure that all aspects of the DG Project comply with the Rules.
- 4.2. Application: the RE Growth Program Enrollment short form application submitted by the Applicant
- 4.3. Bill Credit: means 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~~8.
- 4.4. Bill Credit Recipient: a Customer, as defined below, who is eligible to receive Bill Credits from a Community Remote Distributed Generation System, a Shared Solar Facility, or Standard DG Project pursuant to the eligibility rules in Section ~~8~~7., or a person or entity that is a customer of record and receiving Residential retail delivery service pursuant to one of the Company's residential retail delivery service rate schedules, who is eligible to receive credits from a Community Remote Distributed Generation System or a Shared Solar Facility. The Bill Credit Recipient must be in good standing on its electric service accounts with the Company and on any applicable electric service, payment plans or agreements, including but not limited to meeting all obligations under 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. Ceiling price: means the bidding price cap(s) applicable to each annual enrollment for a given distributed-generation class, that shall be approved annually for each renewable energy class

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pursuant to the procedure established in R.I. Gen. Laws § 39-26.6.. The ceiling price(s) are not required to, but may be, approved for up to three years. The ceiling price for each technology should be a price that would allow a private owner to invest in a given project at a reasonable rate return, based on recently reported and forecast information on the cost of capital and the cost of generation equipment. The calculation of the reasonable rate of return for a project shall include, where applicable, any state or federal incentives, including, but not limited to, tax incentives. Nothing shall prohibit the distributed-generation board from proposing revised ceiling prices prior to a program year to account for changes to available federal or state tax incentives, trade tariffs, or other federal or state incentives which that would affect the calculation of the rate of return on a project.

4.7. Combined Performance-Based Incentive (Combined PBI): The weighted average incentive rate applied to the output of a Combined System, calculated according to the methodology described in Section 7.5.

4.6.4.8. Combined System: The aggregate of the Original Solar Project and the Second Solar Project electrically connected and metered together, but with each project maintaining separate tariff terms and Performance-Based Incentives.

4.7.4.9. Commercial- Scale Solar Project: a solar DG Project with a nameplate capacity greater than 250 kilowatts (250 kW) but less than 1 megawatt (1 MW).

4.8.4.10. Commission: the Rhode Island Public Utilities Commission

4.9.4.11. Community Remote Distributed Generation System: a distributed generation facility with a nameplate capacity greater than two hundred fifty kilowatts (250 kW) and which allocates Bill Credits for each kilowatt-hour (kWh) generated to a minimum of three (3) eligible recipient customer accounts pursuant to the rules specified in Section 78. The Community Remote Distributed Generation System may be owned by the same entity that is the Applicant, the Customer, or another party

4.10.4.12. Company: The Narragansett Electric Company d/b/a Rhode Island Energy.

4.11.4.13. Conditional Certificate of Eligibility: written notice by the Company or Commission 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.

4.14. 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 case as defined in § 42–35–1. Notwithstanding any other provisions of this chapter, no renewable distributed-generation project that is located or

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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.

- ~~4.12.4.15.~~ 4.15. Customer: a person or entity that is receiving retail delivery service pursuant to one of the Company's non-residential retail delivery service rate schedules for a single location having an electric service billing account, and the person or entity is listed as the customer-of-record on the billing account associated with the service location. If the person or entity has more than one account as the Customer-of-record, each account service location will be considered as a separate Customer. The Customer may be the Applicant, a Bill Credit Recipient or a third party.
- ~~4.13.4.16.~~ 4.16. Customer Payment/Credit Transfer Form: means a form submitted by the Applicant prior to the commercial operation date of the DG Project, and updated periodically as necessary, containing all required information necessary to process monthly Performance-Based Incentive Payments and Bill Credits.
- ~~4.14.4.17.~~ 4.17. 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 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 the provisions of subsection (6)(i) regarding operation, if the hydro-generation facility will need a material investment to restore or maintain reliable

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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

- ~~4.15.4.18.~~ 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 § 39–26.6–9.
- ~~4.16.4.19.~~ 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.
- ~~4.17.4.20.~~ 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.
- ~~4.18.4.21.~~ Large DG Project: a DG Project with a nameplate capacity that exceeds the size of a Small DG Project in a given year but is no greater than five megawatts (5 MW) nameplate capacity, except for solar projects, which shall be no greater than thirty-nine megawatts (39 MW) nameplate capacity
- ~~4.19.4.22.~~ Large-Scale Solar I Project: a solar DG Project with a nameplate capacity of one megawatt (1 MW) or greater, but less than five megawatts (5 MW).
- ~~4.20.4.23.~~ Large-Scale Solar II Project: a solar DG Project with a nameplate capacity of five megawatts (5 MW) or greater, but less than ten megawatts (10 MW).
- ~~4.21.4.24.~~ Large-Scale Solar III Project: a solar DG Project with a nameplate capacity of ten megawatts (10 MW) or greater, but less than fifteen megawatts (15 MW).
- ~~4.22.4.25.~~ Large-Scale Solar IV Project: a solar DG Project with a nameplate capacity of fifteen megawatts (15 MW) or greater, but less than thirty-nine megawatts (39 MW), for projects located on preferred sites.
- ~~4.23.4.26.~~ Low-Income Discount: the discount provided to a customer receiving delivery service on the Low-Income Rate A-60 pursuant to the terms of the Low-Income Rate A-60 tariff.

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- ~~4.24.~~4.27. Medium-Scale Solar Project: a solar DG Project with a nameplate capacity greater than 25 kilowatts (25 kW) and up to and including 250 kilowatts (250 kW).
- 4.28. Nameplate Capacity: the maximum rated output or gross output of a DG Project. For a solar DG Project, it is the total rated power output of all the DG Project's panels, measured in direct current (DC).
- 4.29. Non-Residential Customer: A customer receiving retail delivery service on any rate schedule other than the Company's residential rate schedules (Basic Residential Rate A-16 and Low-Income Rate A-60).
- ~~4.25.~~4.30. Office: the Rhode Island Office of Energy Resources.
- 4.31. On-Site Use: the amount of energy used at a Customer or Bill Credit Recipient service location during a billing period that may be delivered by the Company, or supplied by the DG Project, or both.
- ~~4.26.~~4.32. Original Solar Project: a solar project that is currently enrolled in the RE Growth program, has been awarded a Certificate of Eligibility, and is currently receiving Performance-Based Incentive payments under the terms of this Tariff. The Original Solar Project is the initial installation located behind a specific RE Growth meter, to which a Second Solar Project may be added in accordance with this Tariff.
- ~~4.27.~~4.33. Output Certification: certification provided by an independent engineer (licensed Professional Engineer) stating that construction of both the DG Project and the interconnection facilities is complete in all material respects, that the metering has been installed and tested, that the Nameplate Capacity is as on the Conditional Certificate of Eligibility, and that the DG Project is capable of producing at least 90% of the maximum hourly output specified on the Conditional Certificate of Eligibility.
- ~~4.28.~~4.34. Performance-Based Incentive: either a standard price per kilowatt-hour ("kWh") for small-scale solar, or a competitively bid price per kWh for all other renewable energy classes, that is applicable to the output of a DG Project when the Applicant has been awarded a Final Certificate of Eligibility, pursuant to the Rules.
- 4.35. 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.

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~~4.29.~~4.36. Post-Original Tariff Term (POTT): The period during which the tariff term for the Original Solar Project has concluded, but the tariff term for the Second Solar Project remains in effect, with both projects continuing to generate electricity. This period determines the applicable rate for PBI compensation for the Second Solar Project during this timeframe.

~~4.30.~~4.37. Program Year: a year beginning April 1 and ending March 31, unless otherwise approved by the Commission.

~~4.31.~~4.38. “Renewable energy classes” means categories for different renewable energy technologies 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 specified in § 39–26–2(6). For each program year, in addition to the classes of solar distributed generation specified in § 39–26.6–7, the board shall determine the renewable energy classes as are reasonably feasible for use in meeting distributed-generation objectives from renewable energy resources and are consistent with the goal of meeting the annual target for the program year. The board may make recommendations to the commission to add, eliminate, or adjust renewable energy classes for each program year, provided that the solar classifications set forth in § 39– 26.6–7 shall remain in effect for at least the first two (2) program years and no distributed-generation project may exceed five megawatts (5 MW) of nameplate capacity except for solar projects as described in § 39–26.6–7.

4.39. 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.

4.40. Second Solar Project: a new Small-Scale Solar I or II solar DG Project that is electrically connected and behind the same meter as an Original Small-Scale Solar I or II project. The scope of the Second Solar Project must include two or more of the following:

- Additional solar panels
- Upgraded or additional inverters
- Electrical upgrades
- Structural Modifications
- Other related work as approved by the Company

4.41. Shared Solar Facility: a single Small-Scale or Medium-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 ~~7~~8. 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 and Medium-Scale Solar Projects (>0-25 kW DC and >25-250 kW DC nameplate capacity, respectively). The Shared Solar Facility may be owned by the same entity that is the Applicant, the Customer, or another party.

~~4.32.~~4.42. Small-Scale Solar Project: a solar DG Project with a nameplate capacity of up to and including

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25 kilowatts (25 kW).

- ~~4.33.4.43.~~ Small DG Project: either: (1) a Small-Scale Solar Project; (2) a Medium-Scale Solar Project; (3) a wind DG Project with a nameplate capacity of at least fifty kilowatts (50 kW) up to one and one-half megawatts (1.5 MW); or (4) a DG Project using renewable energy resources other than solar and wind, with a nameplate capacity to be determined by the Board, but no greater than one megawatt (1 MW).
- ~~4.34.4.44.~~ Solar Carport: The portion of the direct current (DC) nameplate capacity of a Solar DG Project that is installed above a permeable and/or non-permeable existing or new parking area and associated access and walkway areas (as recognized by the local municipal building and/or zoning department), which is installed in a manner that maintains the function of the area beneath the structure, and is continued to be used or available for use for such purposes for the term of enrollment in this tariff.
- ~~4.35.4.45.~~ 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.
- ~~4.36.4.46.~~ Solicitation and Enrollment Process Rules: the rules governing the solicitation, enrollment, and award processes for the RE Growth Program for Non-Residential Customers, established pursuant to Chapter 26.6, and approved by the Commission.
- ~~4.37.4.47.~~ Standard DG Project: a project that is not classified as either a Shared Solar Facility or a Community Remote Distributed Generation System.
- 4.48. Station Service: energy used to operate auxiliary equipment and other load that is directly related to the production of energy by a DG Project.
- 4.49. 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 all other Renewable Energy classes.

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**5. TERMS AND CONDITIONS****5.1. Interconnection**

- 5.1.1. The interconnection of the DG Project with the Company's distribution system and any system modifications required by the Company shall be in accordance with the Standards for Connecting Distributed Generation and coordinated or delegated by the Applicant.
- 5.1.2. Except for Small-Scale Solar Projects and Medium-Scale Solar Projects, all Applicants for DG Projects awarded a Conditional Certificate of Eligibility are required to submit quarterly reports to the Company and the Office reporting on the progress of construction. Failure to submit these reports may result in the loss of the Applicant's Conditional Certificate of Eligibility.
- 5.1.3. The Applicant is required to update the Application information for the DG Project, including but not limited to information concerning: the DG Project owner, the Customer, the Bill Credit Recipient(s), the recipient of Performance-Based Incentive Payments, the total cost of the project, 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. Also, an Applicant may designate a successor Applicant for a DG Project under this Tariff with notice to the Company and without the consent of the Company. The Applicant may, but need not be, the same person or entity to pursue the interconnection of the DG Project with the Company's electric distribution system. The Applicant maintains the obligation to ensure that all aspects of a DG Project comply with the terms of the Company's Solicitation and Enrollment Process 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.
- 5.1.4. 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.
- 5.1.5. The Applicant is required to comply with 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.
- 5.1.6. To be eligible to receive Renewable Net Metering Credits or 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, a DG Project and a Customer receiving credits from such a facility must comply with the applicable provisions of the Company's Net Metering Provision.

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5.1.7. By participating in the Renewable Energy Growth Program and accepting a Conditional 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 the 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.

5.2. Performance Guarantee Deposit

5.2.1. No later than five (5) business days after a project is offered a Conditional Certificate of Eligibility, the Applicant shall submit by wire transfer a Performance Guarantee Deposit ("Deposit") as identified on the Conditional Certificate of Eligibility. Each Deposit shall be no less than \$500.00 and no greater than \$75,000.00. The Deposit shall be calculated as \$15.00 for Small DG Projects or \$25.00 for Large DG Projects, multiplied by the estimated RECs to be generated during the DG Project's first year of operation. Small-Scale Solar Projects and Medium-Scale Solar Projects are not required to submit a Performance Guarantee Deposit to receive a Conditional Certificate of Eligibility.

5.2.2. The Deposit shall be refunded to the Applicant during the first year of the DG Project's operation, paid quarterly. In the event that the Applicant terminates the DG Project prior to operation, the Deposit will be forfeited.

5.2.3. Except for Small-Scale Solar Projects and Medium-Scale Solar Projects, after receiving the Conditional Certificate of Eligibility, the Applicant must provide the Output Certification within: (1) 48 months for Small DG Projects using hydropower or Large-Scale Solar Projects; (2) 36 months for anaerobic digestion; or (3) 24 months for all other DG Projects. If the Output Certification is not received within the specified timeframe (including extensions allowable by the applicable Tariff or Rules), the Conditional Certificate of Eligibility will be voided and the Deposit will be forfeited. Once a DG Project has provided the Output Certification to Rhode Island Energy, the project then has 90 days to meet all other requirements specified in Section ~~7.18(a)~~ to receive payment pursuant to the Tariff. For Small-Scale Solar Projects and Medium-Scale Solar Projects, projects have 24 months after being awarded a Conditional Certificate of Eligibility to achieve operation at expected availability and capacity, and meet all other requirements under this Tariff.

5.2.4. An Applicant may elect, for any reason, to extend the DG Project deadline for providing the Output Certification by an additional six (6) months with no additional Deposit. After such initial six-month extension, the Applicant may elect, for any reason, to extend Output Certification deadline for an additional six-month period by posting an additional Deposit, with the amount equal to one-half of the original Deposit amount. An Applicant shall not extend the deadline to provide the Output Certification by more than one (1) year in total. Prior to the

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expiration of the timeframe applicable to the Applicant's DG Project, as specified herein Section ~~3(d)~~5.2.3 or as extended as provided for by Section 5.2.7~~3(g)~~, the Applicant must notify the Company of its election to extend the DG Project deadline.

- 5.2.5. Medium-Scale Solar Projects have the option to extend their 24-month deadline of achieving operation at expected capacity, as well as all other requirements under this Tariff, by two (2) additional six -month periods. For each six-month extension, a Deposit must be paid. Each deposit, for each extension is equal to \$7.50 multiplied by the estimated RECs to be generated during the DG Project's first year of operation.
- 5.2.6. The Deposit shall be refunded to the Applicant during the first year of the DG Project's operation, paid quarterly. In the event that the Applicant terminates the DG Project prior to operation, the Deposit will be forfeited.
- 5.2.7. If the Applicant is unable to provide the Output Certification within the timeframe specified in Section 5.2.3~~3(d)~~, or as extended pursuant to Section 5.2.4 ~~3(e)~~ or ~~3(f)~~5.2.5, because of non-completion of the necessary system modifications on the Company's side of the meter or any other interconnection delays that are beyond the reasonable control of the Applicant, the deadline for providing the Output Certification will be extended until such time as the DG Project has received approval from the Company to interconnect to the Company's distribution system and begin production, with no additional deposit required.
- 5.2.8. If an act of God occurs within the timeframe allowed for providing the Output Certification, and as a direct result of the act of God, the DG Project is incapable of providing the Output Certification within the timeframe prescribed in this Tariff, the DG Project shall be terminated and the Deposit shall be refunded immediately.

### 5.3. Second Solar Projects

- 5.3.1. A Customer participating in the Renewable Energy Growth Program under the Small-Scale Solar I or II Renewable Energy Classes may install a Second Solar Project at the same premises and interconnect it electrically with the Original Solar Project and behind the existing Renewable Energy Growth meter. The Second Solar Project shall comply with all applicable provisions of this Tariff and shall be subject to a separate and distinct Certificate of Eligibility, tariff term and Performance-Based Incentive determined by the year in which the Second Solar Project is enrolled, as specified in Section 7.5.
- 5.3.2. The tariff term and Performance-Based Incentive applicable to the Original Solar Project shall remain unchanged by the addition of the Second Solar Project.
- 5.3.3. As a condition of receiving a Certificate of Eligibility for the Second Solar Project, the Customer shall execute the Post Original Tariff Term ("POTT") agreement, which authorizes continued operation and compensation, in accordance with the methodology in Section 7.5 of

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this tariff, for the Original Solar Project following the expiration of its initial tariff term. The POTT shall terminate no later than the conclusion of the tariff term applicable to the Second Solar Project.

~~5.3.5.4.~~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 DG Projects use different renewable energy resources; or
- ii. The DG 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 DG Project and the commencement of construction of any additional DG Project.
- iii. DG Projects installed on the same or contiguous parcels will not be considered segmented if they serve different Non-Residential Customers and both Customers receive bill credits under Option 2 as defined in Section ~~7.48.e~~.
- iv. If two or more projects are proposed on same or contiguous parcels and their combined nameplate capacity does not total to an amount that exceeds the class nameplate range of the enrollment class of the individual projects

If the Company determines that a DG 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 for a DG Project and is receiving Performance-Based Incentive Payments pursuant to this Tariff it will not receive compensation pursuant to the Net Metering Provision for the same DG Project during the term specified in the applicable Tariff supplement

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**6. ENERGY, CAPACITY, RENEWABLE ENERGY CERTIFICATES AND OTHER ENVIRONMENTAL ATTRIBUTES**

- 6.1. Prior to receiving compensation pursuant to Section ~~8~~7 of this Tariff, an Applicant, at its own cost, must obtain Commission certification of a DG 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.
- 6.2. For the term specified in the applicable Tariff supplement, the Company shall have the irrevocable rights and title to the following products produced by the DG Project: (1) RECs; (2) energy; and (3) any other environmental attributes or market products associated with the sale of energy or energy services produced by the DG Project, provided, however, that it shall be the Company's choice to acquire the capacity of the DG Project at any time after it is awarded a Certificate of Eligibility by the Commission or the Company pursuant to the Rules. Environmental attributes shall include any and all generation attributes or energy services 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 DG Project during the term of service specified on the applicable Tariff supplement.
- 6.2.1. RECs: RECs must be delivered to the Company's appropriate NEPOOL-GIS account. This will be accomplished through registration of the DG Project with the NEPOOL-GIS. If requested by the Company, Applicant will provide approvals or assignments, as necessary, to facilitate the DG Project's participation in asset aggregation or other model of asset registration and reporting.
- Small-Scale Solar Projects shall provide all necessary information to, and cooperate with, the Company to enable the Company to obtain the appropriate asset identification for reporting generation to the NEPOOL-GIS for the creation of RECs and direct all RECs from the DG Project to the Company's appropriate NEPOOL-GIS account. The Applicant will provide approvals or assignments, including, but not limited to, completing the Renewable Energy Certificate Assignment and Aggregation Form, to facilitate the DG Project's participation in asset aggregation or other model of asset registration and reporting.
- 6.2.2. Energy: Except for Small-Scale Solar Projects, energy must be delivered to the Company in the Company's ISO-NE load zone at the delivery node associated with the DG Project. As requested by the Company or the ISO-NE, Applicant will provide all necessary information as well as follow all requirements for all applicable market rules needed to set up the necessary generation asset.
- 6.2.3. Capacity: The Company may qualify the DG Project as an Existing Capacity Resource in the Forward Capacity Market ("FCM") after the Commercial Operation Date to participate in the

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FCM, as determined by the Company, in consultation with the Division. As requested by the Company or the ISO-NE, Applicant will provide all necessary information as well as follow all requirements for all applicable market rules needed to set up the necessary capacity asset. Applicants are required to take commercially reasonable actions to maximize performance against any FCM Capacity Supply Obligations.

## **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 Solicitation and Enrollment Process Rules.

As a condition for receiving monthly payments pursuant to Section ~~7~~8, the Applicant must provide confirmation of the following: 1) the Company's written authority to interconnect to its electric distribution system and Applicant's payment of all amounts due; 2) Commission certification of the DG Project as an Eligible Renewable Energy Resource; 3) registration of the DG Project with the ISO-NE and NEPOOL GIS; 4) 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 5) except for small-scale and medium-scale solar, the Output Certification. Small-Scale Solar Projects can demonstrate completion of items 2 and 3 by the completion of the Renewable Energy Certificate Assignment and Aggregation Form. If an Applicant or Customer is no longer in good standing with regard to payment plans or agreements, if applicable, and other obligations to the Company (including but not limited to meeting all obligations under an interconnection service agreement), the Company may withhold payments under this Tariff. In addition, all Bill Credit Recipient(s) must remain in good standing with regard to the electric service account(s) receiving Bill Credits pursuant to this tariff, or the Company may withhold Bill Credits until such an account is again in good standing. If payments to an Applicant are suspended or withheld for any reason, up to 90 days of Performance Based Incentive payments and bill credits (if applicable) 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 will be a fixed per-kWh price for the term specified in the applicable Tariff supplement.

The Performance-Based Incentive for Small-Scale Solar shall be a standard Performance-Based Incentive that is recommended by the Board and approved by the Commission. The Performance-Based Incentive for other DG Projects shall be determined through competitive bidding.

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- 7.2.1. If applicable, for any Customer who has applied for and received approval for a SolarWise Bonus Tier and has met all of the requirements to receive a SolarWise Bonus by October 15, 2017, the Performance-Based Incentive may be adjusted to reflect SolarWise Bonus payments pursuant to Section ~~7.68~~**e**.
- 7.2.2. Zonal Incentive: In addition to the Performance-Based Incentive, the Company may propose, and the Commission may approve, a zonal incentive, which is in addition to the Performance-Based Incentive for DG Projects that are: 1) located in designated geographic areas; or 2) comply with other specified conditions. Any Zonal Incentive shall be reflected in the applicable Tariff supplement.
- 7.2.3. Brownfield Remediation Incentive Pilot for Large-Scale Solar I and II Projects: Large-Scale Solar I and II projects sited on a brownfield that requires remediation at the time of their application to the Renewable Energy Growth Program may be eligible to receive a Brownfield Remediation Incentive. The Brownfield Remediation Incentive is a one-time payment of \$140/kW DC of nameplate capacity, paid after a Final Certificate of Eligibility has been granted, as detailed in Section 2.1.4 of the Rules.
- 7.2.4. Solar Carport Incentive: The Solar Carport Incentive was available during Program Years 2020 and 2021, up until March 31, 2022. For any project that applied for and received approval of a Certificate of Eligibility that includes the Solar Carport Incentive, the SCI will be added to the competitively bid PBI of the specific project, and the total amount will be paid on all generation of the total DG Project and as indicated on the Customer's Certificate of Eligibility. Any change in the DC nameplate rating of a Solar Carport portion of a project as built must be provided to the Company prior to Authority to Interconnect, and adjustments to the SCI amount will be reflected in the Final Certificate of Eligibility provided to the Customer, based on the SCI formula in effect at the time of application. Additionally, the project owner shall provide final cost data, with documentation to verify costs (invoices, contracts, etc.) for the carport's canopy structure and mounting system at the time of approval of Final Certificate of Eligibility as a condition for receiving payment of the PBI and Carport Adder. No changes to the Solar Carport portion of the project are permitted after the project is operational.

**7.3. PERFORMANCE BASED INCENTIVIES FOR PROGRAM YEAR APRIL 1, 2024 THROUGH MARCH 31, 2027**

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

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Renewable Energy Class	System Size	2024 Ceiling Price/Standard Performance-Based Incentive (per kWh)	2025 Ceiling Price/Standard Performance-Based Incentive (per kWh)	2026 Ceiling Price/Standard Performance-Based Incentive (per kWh)	Term of Service (Years)
Small-Scale Solar I	0 to 15 kW DC	36.45	33.85	TBD	15
Small-Scale Solar II	>15 to 25 kW DC	33.15	32.35	TBD	20
Medium-Scale Solar	>25 to 250 kW DC	33.15	31.95	31.35	20

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

Renewable Energy Class	2024 Ceiling Price (per kWh)	2025 Ceiling Price (per kWh)	2026 Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (>250-500 kW DC)	29.35	28.55	28.35	20
Commercial-Scale Solar II (>500 to <1,000 kW DC)	24.45	23.75	23.55	20
Large-Scale Solar I (1 to <5 MW DC)	18.65	18.05	17.85	20
Large-Scale Solar II (5 to <10 MW DC)	18.05	17.45	17.25	20
Large-Scale Solar III (10 to <15 MW DC)	18.05	17.45	17.25	20
Large-Scale Solar IV (15 to <39 MW DC)	18.05	17.45	17.25	20
CRDG Commercial-Scale Solar I (>250-500 kW DC)	32.25	31.45	31.25	20
CRDG Commercial-Scale Solar II (>500 to <1,000 kW DC)	27.35	26.65	26.35	20

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CRDG Large-Scale Solar I (1 to <5 MW DC)	21.35	20.75	20.52	20
Wind (>0 to 5,000 kW)	20.25	19.85	19.85	20
CRDG Wind (>0 to 5,000 kW)	22.05	21.65	21.75	20
Anaerobic Digestion (>0 to 5,000 kW)	19.05	18.95	19.05	20
Hydroelectric (>0 to 5,000 kW)	34.15	33.35	33.45	20

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind (>0 to 5,000 kW)	1.00 cents per kWh
Commercial-Scale Solar I (>250-500 kW DC)	1.25 cents per kWh
Commercial-Scale Solar II (>500 kW to <1,000 kW DC)	1.25 cents per kWh
Large-Scale Solar I (1 to <5 MW DC)	1.075 cents per kWh

Historic Performance Based Incentives are provided in Section 13 of this Tariff.

**7.4. PERFORMANCE BASED INCENTIVE PAYMENT FOR STANDARD DG PROJECTS AND SHARED SOLAR**

The Performance-Based Incentive Payment will be the fixed per-kWh Performance-Based Incentive, plus any adjustments where applicable, applied to the measured kWh produced by the DG Project, net of any Station Service. Distribution of the Performance-Based Incentive Payment will be in accordance with the rules below.

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Applicants that have been awarded a Final Certificate of Eligibility for a DG Project will receive Performance-Based Incentive Payments in accordance with the rules specified in this section. Before a DG Project begins to operate, an Applicant must notify the Company of the manner by which it will be compensated for its output under one of the two options below. There are two mechanisms in which an Applicant can receive Performance-Based Incentive Payments, which include either cash (Option 1) or a combination of cash and Bill Credits (Option 2). Standard DG Projects may select Option 2 only if the DG Project can be configured to serve on-site load. Shared Solar Facilities must select Option 2, and will receive Performance-Based Incentive Payments as a combination of cash payments and Bill Credits. 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 DG Project sizing requirements, 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.

1. Option 1: Direct payment of the entire Performance-Based Incentive Payment in the form of a check or such other payment method that is mutually agreed upon by the Company and the Applicant; or
2. Option 2: A combination of direct payment and Bill Credit Recipient Bill Credits.

The following rules apply to the administration of Performance-Based Incentive Payments under Option 2:

- 1) Bill Credit Recipients
  - i. Standard DG Projects are not required to designate a Bill Credit Recipient. However, if Standard DG Projects choose to designate a Bill Credit Recipient, they may designate only the Customer as the sole Bill Credit Recipient.
  - ii. Shared Solar Facilities must designate at least two (2) but no more than fifty (50) Bill Credit Recipients.
  - iii. Shared Solar Bill Credit Recipients must be in the same customer class (i.e. Residential or Non-Residential) but may be in different retail delivery service rate classes.
  - iv. 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 DG Project. Properties that are separated by a public way will not be considered to be adjacent. Applicants who operate a Shared Solar Facility on behalf of a Public Entity may designate Bill Credit Recipients without regard to physical location so long as the Shared Solar Facility's and Bill Credit Recipient's points of service, which must

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all belong to the same municipality or public entity, are located within the same municipality.

- v. The Applicant may make changes to the Bill Credit Recipients of a Shared Solar facility once per calendar quarter, and must provide such change in a specified electronic format to the address indicated on the Customer Payment/Credit Transfer Form at least 15 days prior to the next billing date to be reflected in the next billing period.
  - vi. 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.
- 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, which is 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. A Bill Credit Recipient may request that the Company reset its three (3) year annual average use once three (3) years of billing history is available.
- 3) Calculation of Bill Credits Applicable to Bill Credit Recipients and Residual Cash Payments:

If the Applicant selects Option 2, the DG Project must be reasonably designed and sized to produce electricity at an annual level equal to or less than 1) the Customer's On-Site Use or the aggregate On-site Use of all Bill Credit Recipients if the DG Project is a Shared Solar Facility, as measured over the previous three (3) years at the electric service account located at the Customer or Bill Credit Recipient's service location(s); 2) the annualized On-Site Use over the period of service to the Customer or Bill Credit Recipients' service location(s) if such service has been provided for less than three years; or 3) a reasonable estimate of annual On-Site Use if the DG Project is located at a new service location. The Applicant may change the selection only one time after the DG Project begins to operate provided that the Applicant gives the

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Company no less than 60 days' notice to implement the change. Additional changes to the method of compensation may be allowed at the discretion of the Company. If the Applicant selects Option 2, the Performance-Based Incentive Payment shall be provided as follows:

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 apply 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 on the Bill Credit Recipient's bill separate from the charges for on-site use.

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

Where:

BC = Bill Credit

ALLOC (kWh) = Bill Credit Recipient's allocated generated kWh as determined per Section ~~7.48.e.(2)(i)~~.

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 Last Resort Service charge applicable to the Bill Credit Recipient's retail delivery service rate class per RIPUC No. 2096, Summary of Last Resort Service Rates, as may be amended from time to time, exclusive of the renewable energy standard charge or credit.

The Performance-Based Incentive Payment less the sum of the Bill Credits for all Bill Credit Recipients will be paid in the form a check (or another agreed-upon means) to the recipient as identified on the Application. The Bill Credit Recipients will be responsible for paying any balance due on the electric bill in accordance with the Terms and Conditions for Distribution Service.

The value of Bill Credits is capped at the value of the fixed Performance-Based Incentive.

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**7.5. PERFORMANCE-BASED INCENTIVE PAYMENT FOR COMMUNITY REMOTE  
DISTRIBUTED GENERATION SYSTEMS**

The Performance-Based Incentive Payment will be the fixed per-kWh Performance-Based Incentive, plus any adjustments where applicable, applied to the measured kWh produced by the DG Project, net of any Station Service. Distribution of the Performance-Based Incentive Payment will be in accordance with the rules below.

Applicants that have received a Final Certificate of Eligibility for a Community Remote Distributed Generation System will receive Performance-Based Incentive Payments in the form of Bill Credits applicable to a minimum of three (3) eligible Bill Credit Recipients and residual cash payments. Applicants will be responsible for designating Bill Credit Recipient billing accounts and other required information on the Customer Payment/Credit Transfer Form prior to the commercial operation date of the DG Project. 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 Recipient Accounts
  - i. No more than fifty percent (50%) of the kWh generated by the DG Project may be allocated to a single Bill Credit Recipient.
  - ii. At least fifty percent (50%) of the kWh generated by the DG Project must be allocated to multiple Bill Credit Recipients in an amount not to exceed that which is produced annually by a twenty-five kilowatt (25 kW) AC capacity system.
  - iii. Provided that the conditions specified in (i) and (ii) above have been met, there is no limit to the number of Bill Credit Recipients that may receive Bill Credits from the DG Project. However, the aggregate kWh transferred to Bill Credit Recipients during a 12-month period, may not exceed the aggregate three (3) year average on site use of the Bill Credit Recipients. For Bill Credit Recipients that have less than three (3) years of actual on-site use, a projection of annual on-site use may be used until the actual three (3) year average on-site use becomes available for use in determining the number of eligible Bill Credit Recipients.
  - iv. Bill Credit Recipients may receive retail delivery service on any of the Company's rate schedules.
- 2) Allocation of kWh Generation to Bill Credit Recipients:
  - i. Applicant must specify each Bill Credit Recipient's percentage share of the DG Project's output on the Customer Payment/Credit Transfer Form.

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- ii. On a monthly basis, and in the aggregate, generated kWh may be allocated to Bill Credit Recipients up to the amount of available generated kWh.
- iii. Generated kWh available to allocate during a month is equal to the current month's generated kWh plus the cumulative generated kWh not allocated during prior months.
- iv. Allocation of generated kWh to Bill Credit Recipient accounts in any billing month will not exceed each individual Bill Credit Recipient's on-site use during that month.
- v. If available aggregate generated kWh is greater than the sum of the Bill Credit Recipients' on-site use for the month, then all Bill Credit Recipients will receive a kWh allocation equal to their monthly use, subject to the Bill Credit Recipient's annual maximum limit.
- vi. If available aggregate generated kWh is less than the sum of the Bill Credit Recipients' on-site use for the month, then all Bill Credit Recipients will receive a kWh allocation equal to their designated percentage share of generator output, subject to the Bill Credit Recipient's annual maximum limit.
- vii. Bill Credit Recipients will receive monthly kWh allocations as long as the cumulative annual allocation is less than the Bill Credit Recipient's maximum annual limit.
- viii. Each Bill Credit Recipient's maximum annual allocation limit will be that Bill Credit Recipient's three (3) year annual average on-site use. For Bill Credit Recipient accounts that have not established a three-year on-site usage history, the maximum annual allocation limit will be estimated initially. Bill Credit Recipients may request that the Company reset their three (3) year annual average once three (3) years of billing history is available.
- ix. Unallocated generated kWh for each month will be calculated as the monthly generated kWh less the sum of the generated kWh allocated to the Bill Credit Recipients for the month. Unallocated generated kWh will be cumulated on an annual basis and the cumulative unallocated generated kWh calculated for each month will be used to increase or decrease the available generated kWh for the subsequent month within the program year. Any unallocated kWh remaining at the end of the program year will be paid to the designated cash recipient pursuant to Section ~~7.5 (d)8.d.3.~~ 7.5 (d)8.d.3.
- x. Each Applicant may change the specified Bill Credit Recipients associated with a

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CRDG facility once per calendar quarter, and must provide such change in a specified electronic format to the address indicated on the Customer Payment/Credit Transfer Form at least 15 days prior to the next billing date to be reflected in the next billing period.

xi. 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:

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 apply 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 on the Bill Credit Recipient’s bill separate from the charges for on-site use.

$$BC = \text{ALLOC (kWh)} \times \text{Bill Credit Rate}$$

Where:

$$BC = \text{Bill Credit}$$

ALLOC (kWh) = Bill Credit Recipient’s allocated generated kWh as determined per Section [7.5 \(d\) 8.d.2](#).

BILL CREDIT RATE = a per kWh rate used to calculate each Bill Credit Recipient’s monthly Bill Credit that may be either a fixed per kWh rate determined by the Applicant or the Default Bill Credit Rate. The Bill Credit Rate must be specified on the Customer Payment/Credit Transfer Form. The Default Bill Credit Rate is defined as the sum of the base Last Resort Service Rate, the Last Resort Service Adjustment Factor, the Last Resort Service Administrative Cost Adjustment Factor, the Transmission Service Cost Adjustment Factor, and the Non-bypassable Transition Service Charge, applicable to the Bill Credit Recipient’s rate schedule in effect at the time of the application of the monthly Bill Credit to the Bill Credit Recipient’s account. The fixed Bill Credit Rate must be equal to or less than the Default Bill Credit Rate in effect at the time that the Bill Credit Recipient’s account information is submitted by the Applicant on the Customer Payment/Credit Transfer Form, and must be greater than the Minimum Bill Credit amount, as indicated in the Tariff Supplement for the Program Year in effect under which the Applicant received a Conditional Certificate of Eligibility. The Minimum Bill Credit amount will be calculated as 50% or the difference between the ceiling prices of non-CRDG facilities and CRDG facilities of the same technology and class, but in no case will be

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greater than 1.25¢ per kWh. The selection of the fixed or Default Bill Credit Rate applicable to each Bill Credit Recipient may not be changed once the initial selection is made.

- 4) Payment of Residual Performance-Based Incentive Payment
- i. Cash payment to the Applicant or designated payment recipient for each month will be as follows:

Cash Payment = Performance-Based Incentive Payment - (sum of Bill Credit Recipient Bill Credits) - (Unallocated Bill Credits)

Where

Unallocated Bill Credit = the unallocated generated kWh multiplied by the Default Bill Credit Rate applicable to the Applicant's rate class.

If the sum of the kWh allocated to the Bill Credit Recipients during a billing period is less than the monthly generation of the DG Project during the same period, the Unallocated Bill Credit will be calculated as the Default Bill Credit Rate multiplied by the difference between the monthly generated kWh and the sum of the kWh allocated to Bill Credit Recipients, and this amount will result in a decrease in the monthly cash payment.

If the sum of the kWh allocated to the Bill Credit Recipients during a billing period exceeds the monthly generation of the DG Project during the same period, but is less than the available generated kWh as defined in Section ~~8.d.2.i~~7.5(d), the Unallocated Bill Credit will be calculated as the Default Bill Credit Rate multiplied by the difference between the monthly generated kWh and the sum of the kWh allocated to Bill Credit Recipients, and this amount will result in an increase in the monthly cash payment.

- ii. Any unallocated generated kWh remaining at the end of the Program Year will be valued at the average ISO-NE Locational Marginal Pricing rate that was realized by the settlement of the output with ISO-NE over the course of the year and will be paid to the designated payment recipient in a lump sum.

## 7.6. SOLAR WISE PROGRAM

Standard DG Project Applicants who have been approved as qualifying for a SolarWise Bonus Award by October 1, 2017 are eligible to receive SolarWise Bonus payments. The PBI payments pursuant to Section ~~7.48.e~~ 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.

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Payments under the appropriate SolarWise Bonus Tier will be made pursuant to Option 2 described above. 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.

*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.

The Company reserves the right to audit customers for compliance with commitments made to qualify for SolarWise Bonus Payments. If the requisite energy efficiency measures are not complete within twelve (12) months of the SolarWise application approval, the Company may withdraw the SolarWise Bonus Payment approval and the Tariff payments will revert to the applicable standard PBI without the SolarWise Bonus payment.

## **8. TERMINATION PROVISIONS**

- 8.1. The Applicant and the Customer shall comply with the provision 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.

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

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the Certificate of Eligibility, or the Company determines that a Customer or Applicant has violated the terms and conditions of this Tariff, the Company may, after notifying the Customer or Applicant in writing of such non-compliance and providing the Customer or Applicant a reasonable period to remedy such non-compliance and the violation persists, request the Commission to review the non-compliance and determine appropriate action, which may include requiring the Customer or Applicant to comply with the applicable provision being violated or revoking the Customer's or Applicant's Certificate of Eligibility.

[A Customer issued a Certificate of Eligibility is required to fulfill all obligations 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 Customer's tariff term.](#)

## **9. STATUTORY AUTHORITY**

- 9.1. This Tariff is filed in compliance with R.I. Gen. Laws. § 39-26.6-10. All revisions to the Tariff will be filed annually by November 15. Tariff supplements will be filed annually and following each scheduled RE Growth Program enrollment, as necessary. This Tariff and its supplements are subject to review, approval, and the exclusive jurisdiction of the Commission.

## **10. COST RECOVERY**

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

## **11. METERING**

- 11.1. A Company-owned meter must be installed on all DG Projects that are enrolled in the RE Growth Program for the purpose of measuring and reporting the output of the DG Project. An interval meter will be installed on all projects greater than 25 kW in AC capacity. In the event that there is an existing service location with an existing meter, the meter for the DG 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. In the event an existing service meter is present, the existing service meter will be exchanged for an interval meter by the Company at the Applicant's expense.
- 11.2. For Medium-Scale Solar Projects, Commercial-Scale Solar Projects, Large-Scale Solar Projects, and DG Projects of other eligible technologies, the Applicant is responsible for the cost of a revenue-quality interval meter and associated metering equipment, including required remote communication for measuring and reporting the output of the DG Project as well as any existing service meter. An Applicant may elect to supply the meter and associated equipment provided that it conforms to the Company's metering standards and the Rhode Island Division of Public Utilities and Carriers ("Division") Rules for Prescribing Standards for Electric Utilities, as may be amended from time to time. At the request of the Applicant, the Company will provide the required interval meter and associated equipment, subject to the Company having such equipment available and the

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Applicant reimbursing the Company for its cost.

- 11.3. The Company must be provided with adequate access to read the meter(s), and to install, repair, maintain and replace the meter(s), if applicable.
- 11.4. 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.

**12. DISPUTE RESOLUTION**

- 12.1. 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.

**13. FORMS**

**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.G.L. § 39-26.6-20.

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

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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
Medium-Scale Solar	26 to 250 kW	24.40¢	20 years

Renewable Energy Class	Ceiling Price	Term of Service
Commercial-Scale Solar	20.95¢	20 years
Large-Scale Solar	16.70¢	20 years
Wind I (1.5MW to 2.99MW) with Investment Tax Credit	18.40¢	20 years
Wind I (1.5MW to 2.99MW) with Production Tax Credit	19.85¢	20 years
Wind I (1.5MW to 2.99MW) with No Federal Tax Incentives	22.75¢	20 years
Wind II (3.0MW to 5.0MW) with Investment Tax Credit	18.20¢	20 years

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Wind II (3.0MW to 5.0MW) with Production Tax Credit	19.45¢	20 years
Wind II (3.0MW to 5.0MW) with No Federal Tax Incentives	22.35¢	20 years
Anaerobic Digestion (150kW to 1,000kW) with Production Tax Credit	20.20¢	20 years

Renewable Energy Class	Ceiling Price	Term of Service
Anaerobic Digestion (150kW to 1,000kW) with No Federal Tax Incentives	20.60¢	20 years
Small-Scale Hydropower I (10kW to 250kW) with Production Tax Credit	19.80¢	20 years
Small-Scale Hydropower I (10kW to 250kW) with No Federal Tax Incentives	21.35¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW) with Production Tax Credit	18.55¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW) with No Federal Tax Incentives	20.10¢	20 years

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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.G.L. § 39-26.6-20.

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

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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
Small-Scale Solar II	11 to 25 kW	24.90¢	26.15¢	27.39¢	n/a	n/a	20 years

(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.

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, Third-Party Owned	11 to 25 kW	24.90¢	n/a	n/a	25.40¢	25.90¢	20 years
Medium-Scale Solar (including ITC/PTC & Bonus Depreciation)	26 to 250 kW	22.55¢	23.68¢	24.81¢	n/a	n/a	20 years

(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.

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Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar (including ITC/PTC & Bonus Depreciation)	19.30¢	20 years
Large-Scale Solar (including ITC/PTC & Bonus Depreciation)	15.10¢	20 years
Wind I (1.5MW to 2.99MW) (including ITC/PTC & Bonus Depreciation)	18.75¢	20 years
Wind II (3.0MW to 5.0MW, 2-turbine) (including ITC/PTC & Bonus Depreciation)	18.00¢	20 years
Wind III (3.0MW to 5.0MW, 3-turbine) (including ITC/PTC & Bonus Depreciation)	17.40¢	20 years
Anaerobic Digestion I (150kW to 500 kW) (including ITC/PTC & Bonus Depreciation)	20.00¢	20 years
Anaerobic Digestion II (10kW to 250 kW) (including ITC/PTC & Bonus Depreciation)	20.00¢	20 years
Small-Scale Hydropower I (251kW to 1,000kW) (including ITC/PTC & Bonus Depreciation)	18.65¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW) (including ITC/PTC & Bonus Depreciation)	17.45¢	20 years

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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.G.L. § 39-26.6-20.

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Small-Scale Solar II	11 to 25 kW	27.75¢	29.14¢	30.53¢	n/a	n/a	20 years

(1) SolarWise Bonus available only to DG Projects that have applied for and received approval for a SolarWise

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Bonus Tier prior to October 15, 2017.

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, Third-Party Owned	11 to 25 kW	27.75¢	n/a	n/a	28.31¢	28.86¢	20 years
Medium-Scale Solar	26 to 250 kW	22.75¢	23.89¢	25.03¢	n/a	n/a	20 years

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

(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.

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar	18.75¢	20 years
Commercial-Scale Solar - CRDG	20.65¢	20 years

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Large-Scale Solar	15.05¢	20 years
Large-Scale Solar – CRDG	16.85¢	20 years
Small Wind (10 to 999 kW)	21.45¢	20 years
Wind I (1.0MW to 2.99MW)	19.45¢	20 years
Wind I (1.0MW to 2.99MW) – CRDG	20.65¢	20 years
Wind II (3.0MW to 5.0MW, 2-turbine)	18.25¢	20 years

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Wind II (3.0MW to 5.0MW, 2-turbine) CRDG	19.35¢	20 years
Wind III (3.0MW to 5.0MW, 3-turbine)	17.35¢	20 years
Wind III (3.0MW to 5.0MW, 3-turbine) CRDG	18.55¢	20 years

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Anaerobic Digestion I (150kW to 500 kW)	20.15¢	20 years
Anaerobic Digestion II (501kW to 1,000 kW)	20.15¢	20 years
Small-Scale Hydropower I (10kW to 250kW)	22.45¢	20 years
Small-Scale Hydropower II (251kW to 1,000kW)	22.45¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the current program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind I	0.600¢ per kWh
Wind II	0.550¢ per kWh
Wind III	0.600¢ per kWh
Commercial Solar	0.950¢ per kWh
Large Solar	0.950¢ per kWh

**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.G.L. § 39-26.6-20.

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

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each individual DG Project, and the Term of Service for a particular DG 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	32.25¢	15 years
Small-Scale Solar I	1 to 10 kW	28.55¢	20 years
Small-Scale Solar II	11 to 25 kW	29.45¢	20 years
Medium-Scale Solar	26 to 250 kW	24.95¢	20 years

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

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar	19.65¢	20 years
Commercial-Scale Solar - CRDG	22.45¢	20 years
Large-Scale Solar	16.45¢	20 years

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Large-Scale Solar – CRDG	18.92¢	20 years
Small Wind (1 to 999 kW)	22.25¢	20 years
Large Wind (1.0MW to 5.0MW)	17.55¢	20 years
Large Wind – CRDG (1.0MW to 5.0MW)	19.35¢	20 years

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Hydroelectric (1.0MW to 5.0MW)	24.55¢	20 years
Anaerobic Digestion I (1.0MW to 5.0 MW)	20.55¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the current program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Large Wind	0.900¢ per kWh
Commercial Solar	1.250¢ per kWh

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Large Solar	1.2350¢ per kWh
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**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.G.L. § 39-26.6-20.

Term of Service represents the period of time during which the DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Medium-Scale Solar	26 to 250 kW	23.55¢	20 years

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

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar	17.85¢	20 years

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Commercial-Scale Solar - CRDG	20.53¢	20 years
Large-Scale Solar	15.15¢	20 years
Large-Scale Solar – CRDG	17.42¢	20 years
Small Wind (1 to 999 kW)	24.05¢	20 years
Large Wind (1.0MW to 5.0MW)	19.35¢	20 years
Large Wind – CRDG (1.0MW to 5.0MW)	21.65¢	20 years

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Hydroelectric (1.0MW to 5.0MW)	27.15¢	20 years
Anaerobic Digestion I (1.0MW to 5.0 MW)	20.85¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

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The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the current program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Large Wind	1.135¢ per kWh
Commercial Solar	1.250¢ per kWh
Large Solar	1.150¢ per kWh

**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 DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Medium-Scale Solar	26 to 250 kW DC	21.65¢	20 years

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

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
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Commercial-Scale Solar I (251-750 kW DC)	18.55¢	20 years
Commercial-Scale Solar II (751-999 kW DC)	15.25¢	20 years
Commercial-Scale Solar – CRDG (251-750 kW DC)	21.33¢	20 years
Commercial-Scale Solar – CRDG (751-999 kW DC)	17.54¢	20 years
Large-Scale Solar – (1.0MW to 5.0MW DC)	11.35¢	20 years
Large-Scale Solar – CRDG - (1.0MW to 5.0MW DC)	13.05¢	20 years
Wind (up to 5.0MW)	18.75¢	20 years
Wind – CRDG (up to 5.0MW)	21.05¢	20 years
Anaerobic Digestion I (up to 5.0 MW)	15.85¢	20 years
Hydroelectric (up to 5.0MW)	27.35¢	20 years
Solar Carport Incentive	5¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind	1.15¢ per kWh
Commercial Solar (251-750 kW)	1.25¢ per kWh
Commercial Solar (751-999 kW)	1.14¢ per kWh
Large Solar	0.85¢ per kWh

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**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 DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Medium-Scale Solar	26 to 250 kW DC	21.65¢	20 years

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

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (251-750 kW DC)	18.55¢	20 years
Commercial-Scale Solar II (751-999 kW DC)	15.25¢	20 years
Commercial-Scale Solar – CRDG (251-750 kW DC)	21.33¢	20 years
Commercial-Scale Solar – CRDG (751-999 kW DC)	17.54¢	20 years
Large-Scale Solar – (1.0MW to 5.0MW DC)	11.35¢	20 years
Large-Scale Solar – CRDG - (1.0MW to 5.0MW DC)	13.05¢	20 years

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Wind (up to 5.0MW)	18.75¢	20 years
Wind – CRDG (up to 5.0MW)	21.05¢	20 years
Anaerobic Digestion I (up to 5.0 MW)	15.85¢	20 years
Hydroelectric (up to 5.0MW)	27.35¢	20 years
Solar Carport Incentive	5¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind	1.15¢ per kWh
Commercial Solar (251-750 kW)	1.25¢ per kWh
Commercial Solar (751-999 kW)	1.14¢ per kWh
Large Solar	0.85¢ per kWh

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

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

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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
Medium-Scale Solar	26 to 250 kW DC	24.45¢	20 years

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

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**RENEWABLE ENERGY GROWTH PROGRAM FOR NON-RESIDENTIAL CUSTOMERS**

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (251-500 kW DC)	19.25¢	20 years
Commercial-Scale Solar II (501-999 kW DC)	15.75¢	20 years
Commercial-Scale Solar – CRDG (251-500 kW DC)	22.14¢	20 years
Commercial-Scale Solar – CRDG (501-999 kW DC)	18.11¢	20 years
Large-Scale Solar – (1.0MW to 5.0MW DC)	10.95¢	20 years
Large-Scale Solar – CRDG - (1.0MW to 5.0MW DC)	12.59¢	20 years
Wind (up to 5.0MW)	22.40¢	20 years
Wind – CRDG (up to 5.0MW)	24.60¢	20 years
Anaerobic Digestion (up to 5.0 MW)	25.55¢	20 years
Hydroelectric (up to 5.0MW)	37.15¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind	1.10¢ per kWh
Commercial Solar (251-500 kW)	1.25¢ per kWh
Commercial Solar (501-999 kW)	1.18¢ per kWh
Large Solar	0.82¢ per kWh

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

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 DG Project earns Performance-Based Incentive Payments. The billing month during which Performance-Based Incentive Payments begin will be specific to each individual DG Project, and the Term of Service for a particular DG 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
Small-Scale Solar II	>15 to 25 kW DC	26.15¢	20 years
Medium-Scale Solar	>25 to 250 kW DC	25.65¢	20 years

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

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

Renewable Energy Class	Ceiling Price (per kWh)	Term of Service
Commercial-Scale Solar I (>250-500 kW DC)	22.05¢	20 years
Commercial-Scale Solar II (>500-1,000 kW DC)	19.05¢	20 years
Commercial-Scale Solar – CRDG (>250-500 kW DC)	25.15¢	20 years
Commercial-Scale Solar – CRDG (>500-1,000 kW DC)	21.91¢	20 years
Large-Scale Solar – (>1,000 to 5,000 kW DC)	14.35¢	20 years
Large-Scale Solar – CRDG - (>1,000 to 5,000 kW DC)	16.50¢	20 years
Wind (>0 to 5,000 kW)	19.15¢	20 years
Wind – CRDG (>0 to 5,000 kW)	21.15¢	20 years
Anaerobic Digestion (>0 to 5,000 kW)	19.05¢	20 years
Hydroelectric (>0 to 5,000 kW)	31.95¢	20 years

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

**Minimum Bill Credit Amount for Community Remote Distributed Generation Facilities**

The minimum bill credit is calculated as 50% of the difference between the ceiling prices for a Community Remote Distributed Generation project class and the standard ceiling price for the same facility size and technology, but in no case greater than 1.25¢. The Minimum Bill Credit Amounts for the program year are as follows:

Renewable Energy Class	Minimum Bill Credit
Wind (>0 to 5,000 kW)	1.00¢ per kWh
Commercial Solar (>250 to 500 kW)	1.25¢ per kWh
Commercial Solar (>500 to 1,000 kW)	1.25¢ per kWh
Large Solar (>1,000 to 5,000 kW)	1.075¢ per kWh





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

**Rhode Island Renewable Energy Growth Program  
Solicitation and Enrollment Process Rules for Small-Scale Solar  
Projects**

*Effective Date: APRIL 1, ~~2025~~2026*

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## I. Introduction and Overview

The Narragansett Electric Company d/b/a Rhode Island Energy (Rhode Island Energy or the Company) would like to welcome you to the Rhode Island Renewable Energy Growth Program (RE Growth Program). The RE Growth Program seeks to make it easy and attractive to install solar photovoltaic (PV) systems at the homes and businesses of Rhode Island Energy's customers. An applicant (Applicant) to the RE Growth Program may be a solar developer or a Rhode Island Energy customer.

Residential customers or their developers may apply for the RE Growth Program on a first-come, first-served basis. The Standard Performance-Based Incentive (PBI) Payment will be the fixed per-kWh Performance-Based Incentive from the applicable Tariff applied to the measured kWh produced by the Project. These solar systems will earn "Bill Credits" for the customer from the energy produced and used. The value of the Bill Credits will be removed from the PBI payment amount, and the remainder of the PBI payment will be paid to the customer. This program year's Standard PBIs are listed in Schedule 2 in this document.

Non-residential customers or their developers may also apply to the RE Growth Program on a first-come, first-served basis. These solar systems will have the option to receive the PBI payment directly or a combination of a direct payment and a Bill Credit for the customer, as specified in the Non-Residential Tariff.

This document provides information on the Solicitation and Enrollment Rules necessary to participate and enroll in the RE Growth Program.

### 1.1 Purpose of the Solicitation and Enrollment

The RE Growth Program was developed pursuant to Chapter 26.6 of Title 39 of the Rhode Island General Laws to facilitate the development of and compensation paid to distributed generation (DG) projects in Rhode Island. These Solicitation and Enrollment Process Rules for Small-Scale Solar Projects (Rules) provide the means by which a project can qualify for and enroll in the RE Growth Program. The Rules are only part of the RE Growth Program documents and should be read along with the Company's RE Growth Program Tariff for Residential Customers and the RE Growth Program Tariff for Non-Residential Customers (together, the Tariffs). Any term not defined in the Rules is defined in the Tariffs.

A Small-Scale Solar Project is a solar project with a nameplate generating capacity up to and including twenty-five kilowatts (25 kW). A Small-Scale Solar DG Project's nameplate capacity is the total rated power output of all solar panels measured in direct current (DC).

Under the RE Growth Program, Rhode Island Energy will not execute individual Power Purchase Agreement contracts with Applicants.

## 1.2 Enrollment Framework

Rhode Island Energy is operating the RE Growth Program, as guided by the Distributed Generation Board (Board) in consultation with the Rhode Island Office of Energy Resources (OER). The RE Growth Program is subject to the approval of the Rhode Island Public Utilities Commission (Commission). Rhode Island Energy may also consult with the Rhode Island Division of Public Utilities and Carriers (Division). For each program year, there will be a target amount of megawatts (MW) to be enrolled for the year (annual MW target) for each renewable energy class, which will be based on the projects' aggregate nameplate capacity. The nameplate capacity of a solar project is the total rated power output of all solar panels measured in DC. A "program year" means a year beginning April 1 and ending March 31.

If there is an over-subscription in one class and an under-subscription in an enrollment MW target, then Rhode Island Energy, the OER, and the Board may mutually agree to allocate megawatts from one class to another class within the RE Growth Program without Commission approval as long as the re-allocated targets would not exceed the annual MW target. The reallocation of MW capacity from a competitively bid class to the Small-Scale Solar class may only occur after the final enrollment of the program year. For each program year, the Board will recommend the Standard PBI for each renewable energy class, subject to Commission approval. Small-scale solar projects will receive a Standard PBI under the tariff, further described in Section 2.1. See Schedule 2 for the approved Standard PBIs for the current program year.

### 1.2.1 Applications

During each program year, Applicants can enroll at any time until the annual MW target for the Small-Scale Solar Project class has been met, including the possible availability of additional capacity under the annual MW target. Applicants may elect to participate in the RE Growth Program within their application for interconnection, pursuant to the Company's Standards for Connecting Distributed Generation tariff. There is no separate enrollment application for Small-Scale Solar Projects.

To be eligible to receive approval for the current program year's tariff rates and capacity allocations, Small-Scale Solar Applicants must submit and the Company must receive all required forms and documentation, as listed on the RE Growth application checklist, and all must be filled out and signed with no deficiencies of information, by 4 p.m. Eastern Prevailing Time on March 31, ~~2026~~2027. Any application which is found to be missing required forms or information that is supplied after that time and date will be considered for participation in the following program year at that year's tariff rates and class allocations.

Applicants will be selected for the RE Growth Program in accordance with the provisions below.

## 1.2.2 Eligibility Requirements

### 1.2.2.1 Introduction

To be eligible, a Small-Scale Solar Project must meet certain requirements, and Rhode Island Energy will review the interconnection application to determine whether the project meets these requirements. Projects that do not meet eligibility requirements will be disqualified from the RE Growth Program.

### 1.2.2.2 Eligible Applicant

An Applicant must be in good standing with regard to obligations to Rhode Island Energy. Such obligations include but are not limited to being current with amounts due on the electric service account(s) or fulfilling the requirements of an approved payment plan.

Self-installers, and new installers who have not installed an RE Growth Small-Scale project prior to the 2019 Program Year will be required to complete mandatory training through a webinar prior to submitting an interconnection application. The training, offered by the Rhode Island Office of Energy Resources, will be a recorded webinar that discusses the Minimum Technical Requirements and the unique interconnection requirements of the RE Growth Program. A Certificate of Completion, indicating that the installer has completed the training, must be submitted with the interconnection application.

A completed and signed Consumer Disclosure Form is required with all residential applications at the time of submission. There are separate forms for Customer-Owned systems, Third-Party Owned systems, and Self-Installed systems. These forms may be found on the RE Growth Program website at: <https://portalconnect.rienergy.com/RI/s/article/RI-Interconnection-Documents>.

### 1.2.2.3 Eligible Facilities

To be eligible as a Small-Scale Solar Project, a project must: (1) be a Small-Scale Solar renewable energy resource; (2) have a nameplate capacity equal to or less than 25 kW; and (3) interconnect with the Company's electric power system. A Small-Scale Solar Project's nameplate capacity is the total rated power output of all solar panels measured in DC.

Before applying to the RE Growth Program, a project must not be: (1) already operating; or (2) under construction, except for preparatory site work that is less than twenty-five percent (25%) of the estimated total project cost.

#### Residential

To be eligible as a Residential Small-Scale Solar Project, a project must be located at a Rhode Island Energy customer's residence where the residential customer receives electric service under either Basic Residential Rate A-16 or Low Income Rate A-60. The project must meet the sizing requirements as defined in the Residential RE Growth Tariff.

## Non-Residential

Any Small-Scale Solar Project that is not eligible to enroll as a Residential Small-Scale Solar Project will be enrolled as a Non-Residential Small-Scale Solar Project. Note that these projects may also be configured to receive Bill Credits under this program if they are sized as defined in Section 8.c. of the Non-Residential RE Growth Tariff, but are not required to do so. These projects will receive electric service pursuant to the appropriate general service retail delivery service tariff.

## Second Solar Projects

Small-Scale Solar customers, both Residential and Non-Residential, may install a Second Solar Project at the same premise, electrically connected to the Original Solar Project and behind the same RE Growth meter. Both the Original and Second Solar Projects must comply with all applicable Tariff provisions of either the Residential or Non-Residential Tariff, as applicable.

### 1.2.2.3.1 Prohibition on Project Segmentation

Project segmentation occurs when one distributed generation project is divided or segregated into multiple projects on a single parcel or on contiguous parcels in order to qualify under smaller size project classifications. The Company may also require additional property information to verify that the project is eligible for participation in the program.

Under the RE Growth Program, project segmentation is not allowed. However, a project developer may designate an additional distributed generation unit or portion of a unit on the same parcel or on a contiguous parcel for net metering or for other means of participating in electricity markets, as long as any such unit or portion of such unit: (1) is not receiving Performance-Based Incentives through the RE Growth Program; (2) is segregated electrically; and (3) is separately metered.

A distributed generation project is not considered segmented if: (1) at least twenty-four (24) months elapse between the operating start-date of the distributed generation project and the start of construction of new distributed generation unit(s) on the same parcel or a contiguous parcel; or (2) the distributed generation projects use different renewable resources. In addition, DG projects installed on contiguous parcels or a single parcel will not be considered segmented if they serve different customers and both customers opt to receive Bill Credits under Option 2 as described in Section 8.c. of the Non-Residential RE Growth Tariff. In addition, if the separate projects on a single parcel in aggregate would not qualify the facilities as a larger class, then they will not be considered segmented, and would be allowed. For example, if a developer proposes a 12 kW and a 12 kW on the same parcel (totaling 24 kW together), this would be the same class and ceiling price as the projects are subject to individually.

### 1.2.2.3.2 Compliance with Sizing Limitations to Receive Bill Credits

In accordance with the Tariffs, Non-Residential Applicants for Small-Scale Solar Projects that have on-site load may receive a credit on their electric bill based upon the value of the on-site use, provided that the DG Project meets the sizing requirements as defined in the Non-Residential RE Growth Tariff. All Residential customers will receive Bill Credits, and for Shared Solar Facilities, they must meet the sizing limitations defined in the Residential RE Growth Tariff and Section 2.6 below.

## II. Interconnection Application, Selection, and Enrollment Process

### 2.1 Performance-Based Incentive (PBI) Payments for Small-Scale Solar Projects

Applicants may elect to enroll in the RE Growth Program within their interconnection applications.

#### Residential

The PBI is a price per kilowatt-hour for all of the Renewable Energy Certificates (RECs) and any other environmental attributes or market products that are created or produced by the facility for as long as the facility is enrolled in the RE Growth Program, less the value of Bill Credits for the energy and capacity value that is deemed to be used on site by the customer and must be deducted from the value listed in the Supplements.

#### Non-Residential

The PBI is a price per kilowatt-hour that will be paid for all of the energy, capacity, RECs, and other environmental attributes and market products that are created or produced by the facility for as long as the facility is enrolled in the RE Growth Program. The Applicant and/or Bill Credit Recipients will have the option to receive the entire incentive payment directly or a combination of a direct payment and a Bill Credit for the customer, as specified in the Non-Residential Tariff.

[The PBIs for a Second Solar Project are the same as the descriptions above based on the customer category. The methodology for determining the PBIs for the Second Solar Project is defined in the Residential and Non-Residential Tariffs.](#)

### 2.2 Interconnection Application Prior to Enrollment

To apply, a prospective participant must submit an application for interconnection and elect to participate in the RE Growth Program. All interconnection costs must be paid by the Applicant of the distributed generation (DG) project.

For information regarding the interconnection process and the standards for the interconnection of generators in Rhode Island, please see:  
<https://portalconnect.rienergy.com/RI/s/article/RI-Interconnection-Documents>

#### 2.2.1 Site Control and Other Considerations

The Applicant must show actual control of the site where the Small-Scale Solar Project is to be located, or show it has exercised its right to acquire control of the site. To meet this requirement, the Applicant must represent that it owns or leases (or has an executed, exclusive, unconditional option to own or lease) the site (or residence in the case of a Residential Small-Scale Solar Project) on which the project will be located, and that it has any additional rights required to develop and operate the project at the site.

As per the definition in the Non-Residential RE Growth Program Tariff, 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. The Applicant must provide a signed letter, or other form of approval, from the Rhode Island Department of Environmental Management (RI DEM), that the renewable distributed generation project is not located or planned to be located in or on a core forest, unless it is on a preferred site, which must also be specified in the documentation from the RI DEM. 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. RI DEM may make their preferred site determinations in consultation with other relevant state agencies. Alternatively, if the RI DEM provides a list of project types that are waived from their review process, the Applicant may provide a self-certification form that confirms the renewable distributed generation project is one of the aforementioned project types.

All signed letters, or other forms of approval from RI DEM, should include basic project details, such as the project name, developer name, facility address, preferred site type, and RIE interconnection case number, for easy reference and verification during the bid evaluation process.

### 2.2.2 Total Project Cost

Applications must include the estimated total project development costs. Applications that do not include the estimated total project development costs will be rejected. Total project development cost is defined as: "The total cost of the solar equipment, design, development, construction, interconnection, permitting, financing (if known), and labor necessary to install the solar PV project. This figure should not account for any tax incentives, grants, or other cash incentives. Additional costs, indirectly related to the solar project, such as roofing work, should not be included."

### 2.2.3 Energy Storage Systems

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. Please see the available “ESS Guidance Diagrams” available on the RE Growth webpage at: <https://portalconnect.rienergy.com/RI/s/article/RI-Interconnection-Documents>.

### 2.3 Issuance of Certificates of Eligibility

Rhode Island Energy shall award Certificates of Eligibility to the selected Small-Scale Solar Projects. Rhode Island Energy is not required to obtain Commission confirmation or approval in awarding Certificates of Eligibility to Small-Scale Solar Projects. Certificates of Eligibility given to Small-Scale Solar Projects are subject to the review and consent of the OER. Rhode Island Energy files a list of all awarded certificates with the Commission. Certificates of Eligibility will be awarded to eligible Small-Scale Solar Projects on a “first come, first served” basis until the annual MW target for the Small-Scale Solar class is fully subscribed.

The Certificate of Eligibility will contain applicable project information, including renewable technology and class, project capacity and energy output, term length, price, certificate issuance, and certificate effective dates.

### 2.4 Project Schedule

All Small-Scale Solar Projects have twenty-four (24) months to meet all other requirements pursuant to Section 6.a. of the Tariff in order to receive compensation under the RE Growth Program. A project’s proposed construction schedule must allow it to meet the applicable deadline after it has received a Certificate of Eligibility.

If a project does not become operational on or before the twenty-four (24) month deadline, the project’s Certificate of Eligibility will be voided.

### 2.5 Ownership of Products for Small-Scale Solar

#### Residential

The Company shall have the rights to and receive title to:

- (1) Renewable Energy Certificates (RECs) generated by the project during the applicable term of the supplements to the Tariff supplement; and
- (2) Rights to any other environmental attributes or electricity market services or products that are created or produced by the project.

For Residential Small-Scale Solar Projects, the customer shall retain title to all energy and capacity produced by the project. All energy and capacity are deemed to have been used by the customer on-site during the term of the applicable supplements to the Tariff. The Company is not buying or taking title to energy or capacity under the RE Growth Program.

#### Non-Residential

The Company shall have the rights to and receive title to:

- (1) RECs generated by the project during the applicable term of the supplements to the Tariff supplement;
- (2) All energy produced by the project; and
- (3) Rights to any other environmental attributes or electricity market products or services that are created or produced by the project; provided, however, that it shall be the Company's choice to acquire the capacity of the DG Project.

#### 2.5.1 Delivery of RECs and Registration in NEPOOL GIS

The Applicant must take all steps to both enable the Company to obtain the appropriate asset identification for the creation of RECs and the assignment of RECs to the Company through the New England Power Pool Generator Information System (NEPOOL GIS) in accordance with the Tariffs. RECs must be delivered to Rhode Island Energy in the NEPOOL GIS.

#### 2.5.2 Delivery of Energy into ISO-NE Market (Non-Residential Projects Only)

Energy must be delivered to Rhode Island Energy in the ISO-NE Rhode Island load zone.

#### 2.5.3 Participation in ISO-NE Forward Capacity Market (FCM)

Upon Rhode Island Energy's election to acquire the capacity from a Project, Rhode Island Energy will assume the rights to the capacity, pursuant to the Tariff. Rhode Island Energy reserves the right to be the "Project Sponsor" for the Project, after consultation with the Division and the Board. If and when Rhode Island Energy participates as Project Sponsor on behalf of any Project, the Applicant must support Rhode Island Energy, as required, to qualify the Project as an Existing Capacity Resource in the FCM. Applicants are required to take commercially reasonable actions to maximize performance against any FCM Capacity Supply Obligations.

#### 2.5.4 Qualification of RECs

Small-Scale Solar Projects must qualify as an eligible renewable energy resource pursuant to the Rhode Island Renewable Energy Standard (RES) and the Massachusetts Renewable Portfolio Standard (RPS). The Company will obtain such approvals on behalf of all Small-Scale Solar Projects. Applicants must cooperate with the Company, including but not limited to completing the Renewable Energy Certificate Assignment and Aggregation Certification Form, to obtain approval in order to be qualified under the RES and RPS.

### 2.6 Shared Solar

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 and Medium-Scale Solar Projects (>0-25 kW DC and >25-250 kW DC nameplate capacity, respectively).

To be eligible to participate in the Shared Solar program, at the time of enrollment, each account listed as a recipient must be in good standing on applicable electric service, payment plans or agreements, and other obligations to the Company, including but not limited to meeting all obligations under an Interconnection Service Agreement. Shared Solar Projects can only share Bill Credits with Bill Credit Recipients on the same or adjacent parcel of land as the DG Project. Where two properties are separated by a public way, they will not be considered to be adjacent.

The system size for Bill Credit Recipients will be determined by the sum of the three (3)-year average on-site use over the previous three (3) years of all of the indicated Bill Credit Recipients' accounts at the time of the application. 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 customer may request that the Company reset its three (3)-year annual average use once three (3) years of billing history are available.

Shared Solar Projects will receive the same ceiling price and enroll from the same classes of other projects of the same size and ownership as established by the Board for a given program year.

#### 2.6.1 Shared Solar Additional Application Material and Provisions

At the time of application, Shared Solar Applicants must submit a Customer Payment/Credit Transfer Form that notes what billing accounts will be receiving Bill Credits. The system must be sized to not provide output greater than the total of the aggregate three-year average annual usage of all of the Bill Credit recipients, like other on-site systems. Shared Solar Projects must allocate Bill Credits to at least two (2) and no more than fifty (50) accounts in the same customer class and on the same or adjacent parcels of land. Public entities may allocate such Bill Credits to at least two (2) and up to fifty (50) accounts without regard to location so long as the Shared Solar Project and Bill Credit Recipient points of service, which must all belong to the same municipality or public entity, are within the same municipality.

Shared Solar Applicants will receive PBI payments as a combination of cash payments and Bill Credits (Option 2). The DG Project and Bill Credit Recipients must be in the same customer class (i.e., Residential or Non-Residential). All customer accounts receiving Bill Credits must be in the same customer class (i.e., Residential or Non-Residential) although they may be on different retail delivery service rate classes. The Bill Credit value from the Shared Solar Project shall be determined by the recipients' rate class and not that of the facility owner. The Bill Credit value shall be the distribution, transition, transmission, and Last Resort Service supply rates of the Bill Credit Recipients. Any value of Bill Credits not transferred from the Shared Solar project shall be included in the total Performance Based Incentive. PBI payments and Bill Credits will be calculated as set forth in Section 8 of the Non-Residential Tariff and Section 6 of the Residential Tariff.

### III. Contact Information and Other Provisions

#### 3.1 Contact Information

All questions and communications regarding these Rules should be directed via electronic mail to Rhode Island Energy at the following address: [cap@rienergy.com](mailto:cap@rienergy.com), with the subject line “RE Growth Question” and a few words describing the nature of the question.

#### 3.2 Official Website for the Enrollment

The Solicitation and Enrollment Process Rules are posted on the Rhode Island Energy Rhode Island RE Growth Program website <https://www.rienergy.com/site/other-parties/business-partners/rfp-and-procurement/re-growth-program>

Information about the interconnection process and all submission of Interconnection Applications must be submitted through this site as well.

#### 3.3 Rhode Island State Licensing Requirement

Pursuant to R.I. Gen. Laws § 5-65-1, a registered contractor or firm with a contractor’s registration shall perform the work associated with the installation of solar energy systems or equipment (i.e. racking systems, inground mounting or anchoring).

Renewable energy firms or their subcontractor or agent conducting installation work must hold a Rhode Island General Contractors License and provide their license registration number on the approved Solar Permit or building permit for the project as a condition of final approval to enroll.

#### 3.4 Confidentiality

The Board, the OER, and Rhode Island Energy shall enter into an agreement regarding the sharing of information and data related to the RE Growth Program, including application information, details regarding project ownership, and pricing. At the request of the Board, the OER, Rhode Island Energy, or the Division, the Commission shall have the authority to protect from public disclosure individual information for any projects that have not been awarded a Certificate of Eligibility. Information regarding project size, location, owner, and price will be made public for projects awarded a Certificate of Eligibility.

#### 3.5 Facility Inspection by Independent Quality Inspector

All facilities shall be subject to inspection for quality and quantity assurance by the Rhode Island Office of Energy Resources, or its duly contracted agents, at the request of the Rhode Island Office of Energy Resources or its agent. Failure to allow such inspection in reasonable time and with full access to the facility will be considered a potential cause for termination or suspension of PBI payments until cured. The results of each inspection will be shared with the installer and the customer account holder.

### 3.6 Modification or Cancellation of an Enrollment

Pursuant to Chapter 26.6 of Title 39 of the Rhode Island General Laws, any dispute involving the performance-based incentive payments, terms, conditions, rights, enforcement, and implementation of the Tariffs and these Rules is subject to the exclusive jurisdiction of the Commission. Rhode Island Energy may, at any time up to the issuance of Certificates of Eligibility (Section 2.3 above) and without any liability on the part of Rhode Island Energy, postpone, withdraw and/or cancel an enrollment; alter, extend, or cancel any due date; and/or, alter, amend, withdraw and/or cancel any requirement, term or condition of this enrollment.

Schedule 1

Approved Small-Scale Solar Annual MW Target

Renewable Energy Class	Annual Enrollment Target (Nameplate MW)
Small-Scale Solar I – (15 Year Tariff)	9TBD MW DC
Small-Scale Solar II – (20 Year Tariff)	

Note: Schedule 1 will be updated as required for each enrollment period at the below site.

2026~~5~~ Small-Scale Renewable Energy Growth Program Available Cap available at: [Small-Scale Renewable Energy Growth Program Available Cap](#)

~~2024 Small-Scale Renewable Energy Growth Program Available Cap~~

Total enrollment target inclusive of larger classes (not shown in this table) is TBD~~104~~ MW ~~and 49 MW for Plan A and Plan B, respectively, dependent on factors~~ as described in the Non-Residential Tariff and associated rules.

Schedule 2

Approved Small-Scale Solar Standard PBI Applicable to Current Program Year

Renewable Energy Class (Nameplate kW)	Ceiling Price/Standard PBI (Inclusive of assumed eligible federal incentives) (cents/kWh)	Term of Service (years)
Small-Scale Solar I (>0-15 kW DC)	<del>33.85</del> TBD	15 Year Tariff
Small-Scale Solar II (>15-25 kW DC)	<del>32.35</del> TBD	20 Year Tariff

Note: The Standard PBI is equivalent to the Ceiling Price that is recommended by the Board and approved by the Commission.





**Rhode Island Energy**™  
a PPL company



Blended Compensation Rates for REG Small-Scale Solar Expansions  
Kimberly Gauntner, Rhode Island Energy

September 29, 2025

## Blended Rates for Solar Expansions

Proposed for Small-Scale Solar I and II Renewable Energy Classes

Purpose:

Propose a rate calculation which allows a customer to expand their REG system, under two different tariff years, as long as the combined DC nameplate is below 25kW.

This proposal is a 1<sup>st</sup> draft of the calculation into Blended Rates Rhode Island Energy plan on proposing in the 2026 REG Annual Filing. Comments will be welcomed for two-weeks.





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## Example: Small Solar Blende Rates cont.

7.5 kW solar system  
Installed in 2021  
 $PBI_1 = 29.65\text{¢/kWh}$

Solar System 1

**Combined system size (nameplate):**

$$7.5\text{kW} + 2.5\text{kW} = \mathbf{10\text{kW}}$$

**7.5kW is 74.4%** of the combined size

**2.5kW is 25.6%** of the combined size

2.5 kW solar system  
Installed in 2024  
 $PBI_2 = 27.75\text{¢/kWh}$

Solar System 2

**Step 2:** Adjust the PBI rate of the 2<sup>nd</sup> solar system to reflect the cost savings realized by expanding an existing solar system rather than installing a completely new system.

In this example, the  $PBI_2$  is reduced by 15%.

$$\mathbf{\text{Adjusted } PBI_2 = 27.75\text{¢/kWh} * 85\% = 23.59\text{¢/kWh}}$$

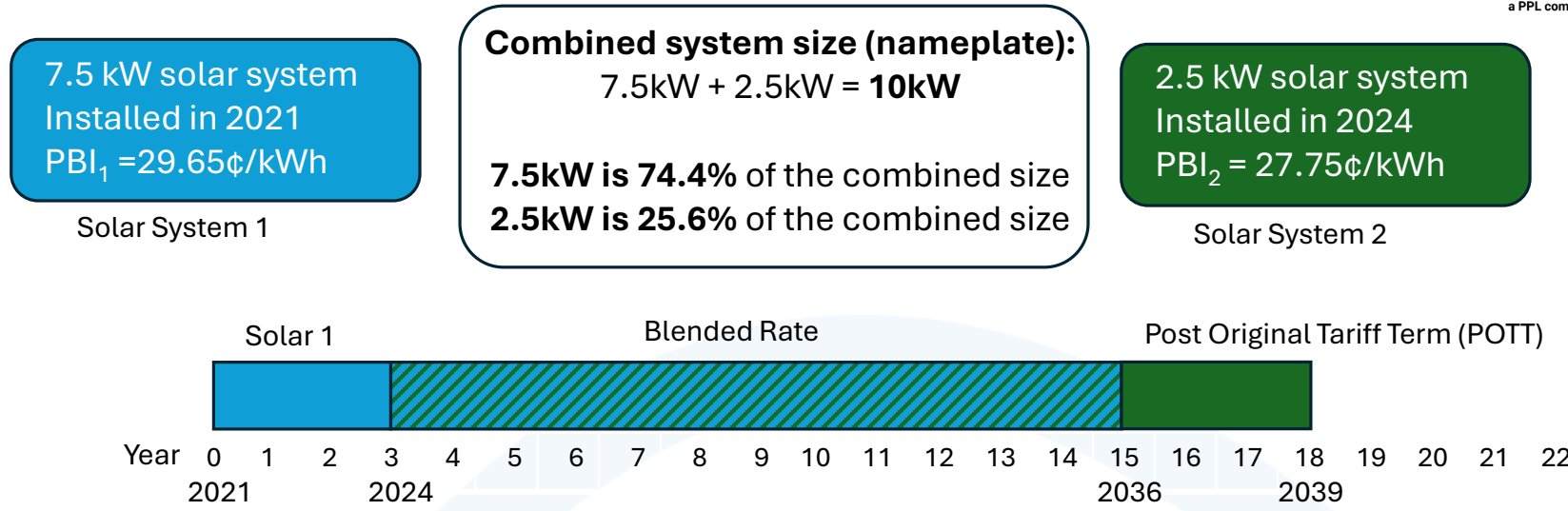
**Step 3:** Calculate the blended rate using the percentage split calculated in Step 1,  $PBI_1$  and the adjusted  $PBI_2$  from Step 2.

$$\mathbf{PBI_1 * \% \text{ of solar 1} + \text{Adjusted } PBI_2 * \% \text{ of solar 2} = \text{Blended Rate}}$$
$$\mathbf{29.65 \text{ ¢/kWh} * 74.4\% + 23.59 \text{ ¢/kWh} * 25.6\% = 28.10\text{¢/kWh}}$$



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## Example: Small Solar Blende Rates cont.



**Step 4:** Calculate a discounted rate for the years extended on to the original tariff term. The Post Original Tariff Term (**POTT**) rate will be use after the first solar system’s term has expired, but the first and second systems continue to operate as one system.

In this example, the  $PBI_1$  is reduced by 40% of its original value.

$PBI_1 * 60\% = POTT \text{ rate}$   
 $29.65¢/kWh * 60\% = 17.9¢/kWh$



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## Small Solar Blended Rates – Request for Comment

**Rhode Island Energy respectfully requests comment on the blended rate calculation** as drafted, but specifically seeks comment on the following questions:

- What is the average cost reduction per kWh when expanding an existing residential solar system compared to building a new one?
- How should energy be valued after the initial tariff term has expired, considering the entire system continues to operate due to the expansion?

**Please send your written comments to Rhode Island Energy by emailing Kimberly Gauntner ([kwgauntner@pplweb.com](mailto:kwgauntner@pplweb.com)) and Carrie Gill ([cagill@pplweb.com](mailto:cagill@pplweb.com)) by October 13, 2025.**





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## Combined Rate Methodology for REG Small-Scale Solar Expansions

Kimberly Gauntner, Rhode Island Energy

November 17, 2025

## Combined Rates for Small-Scale Solar

### **Proposed for Small-Scale Solar I and II Renewable Energy Classes**

***Objective:***

Modify the Renewable Energy Growth Small-Scale Tariff and Rules to include the requirements and a methodology calculation approach that permits a customer to install a Second Solar Project behind their existing REG meter, with two separate tariff terms.

## Combined Rates for Small-Scale Solar

### **Procedural Items:**

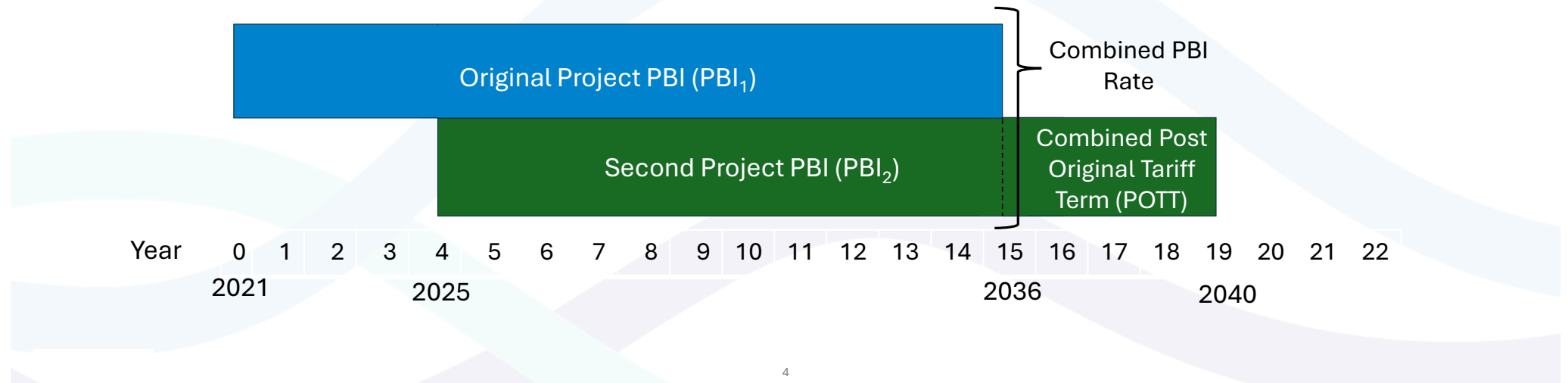
- A “Second Solar Project” is defined as a new solar project which adds capacity to an existing small-scale solar installation and must include two or more of the following:
  - Additional solar panels
  - Upgraded or additional inverters
  - Electrical upgrades
  - Structural modifications
  - Other related work may be considered at the Company’s discretion
- Only one (1) additional solar project is allowed per REG meter
- The combined system sizes must not exceed the maximum limit for the original REG Renewable Energy Class (the addition of a second system behind the same meter cannot move the customer into a different renewable energy class)
- Changes to the First Project, which are unrelated to the Second Project, are not permitted.



## Example: Small-Scale Solar Combined Rates

Original Project	
Project Size	6.0 kW
Tariff Term Begins	2021
Tariff Term Ends	2036
PBI	29.65¢/kWh

Second Project	
Project Size	4.0 kW
Tariff Term Begins	2025
Tariff Term Ends	2040
PBI (before discount)	33.85¢/kWh





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## Example: Small Solar Combined Rates

**Step 1:** Calculate the percentage size split between the two project, accounting for 1% annual degradation of the original solar installation.

In this example, the **original 6kW solar project is 59%** (due to 1% annual degradation over 4 years) of the total system size of 10kW. The **newly installed 4kW project is 41%**

**Step 2:** Adjust the PBI rate of the 2<sup>nd</sup> solar project (PBI<sub>2</sub>) to reflect cost savings realized by adding a second project to the first. (NREL Data Set<sup>1</sup> & CREST Model)

PBI<sub>2</sub> is reduced by **14%**.

**Adjusted PBI<sub>2</sub> = 33.85¢/kWh \* 86% = 29.11¢/kWh**

<sup>1</sup>Ramasamy, V. et al. 2023. "Q1 2023 U.S. Solar Photovoltaic System and Energy Storage Cost Benchmarks with Minimum Sustainable Price Analysis Data File." NREL Data Catalog. Golden, CO: National Renewable Energy Laboratory. Last updated: January 16, 2025. DOI: 10.7799/2002868. URL: <https://data.nrel.gov/submissions/221>



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## Example: Small Solar Combined Rates

**Step 3:** Calculate a Combined Rate using the percentage split calculated in Step 1,  $PBI_1$  and the adjusted  $PBI_2$  from Step 2.

$$\begin{aligned} &PBI_1 * \% \text{ of solar 1} + \text{Adjusted } PBI_2 * \% \text{ of solar 2} = \text{Combined Rate} \\ &29.65 \text{ ¢/kWh} * 59\% + 29.11 \text{ ¢/kWh} * 41\% = 29.42\text{¢/kWh} \end{aligned}$$

**Step 4:** Calculate a Combined Post-Original Tariff Term (POTT) rate for the second solar project which will take effect following the end of the original solar projects tariff term. This rate will allow for some compensation of the original solar project's generation after its tariff term has expired, but the second system's tariff term continues. However, the systems output continues to be monitored by one meter.

**$PBI_1$  is reduced by 40% of its original value.**

$$PBI_1 * (1 - 40\%) = \text{POTT rate}$$

$$29.65 \text{ ¢/kWh} * (1 - 40\%) = 17.79 \text{ ¢/kWh}$$

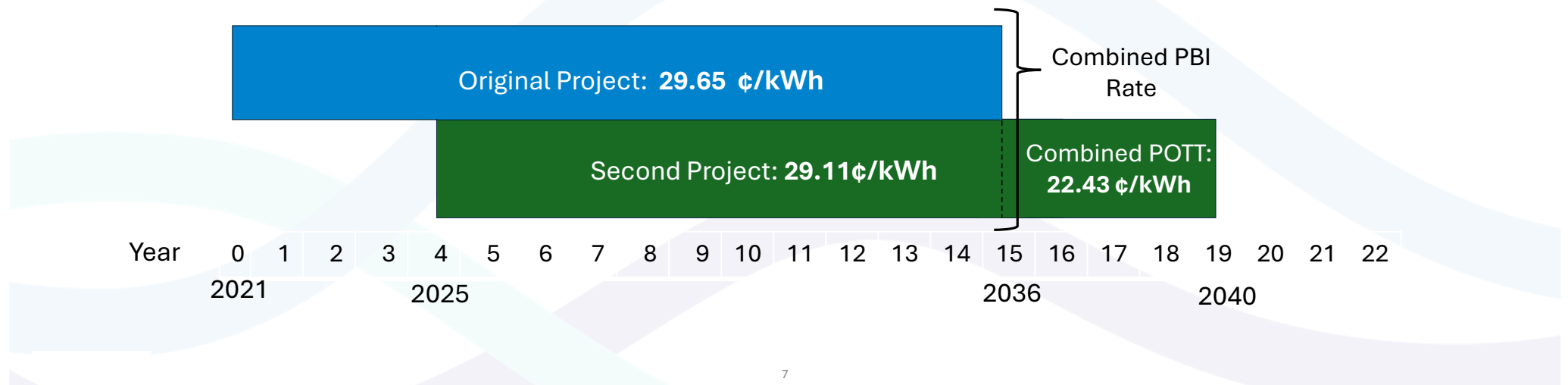
$$\begin{aligned} &\text{POTT Rate} * \% \text{ of solar 1} + \text{Adjusted } PBI_2 * \% \text{ of solar 2} = \text{Combined POTT Rate} \\ &17.79 \text{ ¢/kWh} * 59\% + 29.11 \text{ ¢/kWh} * 41\% = 22.43\text{¢/kWh} \end{aligned}$$



## Example: Small-Scale Solar Combined Rates

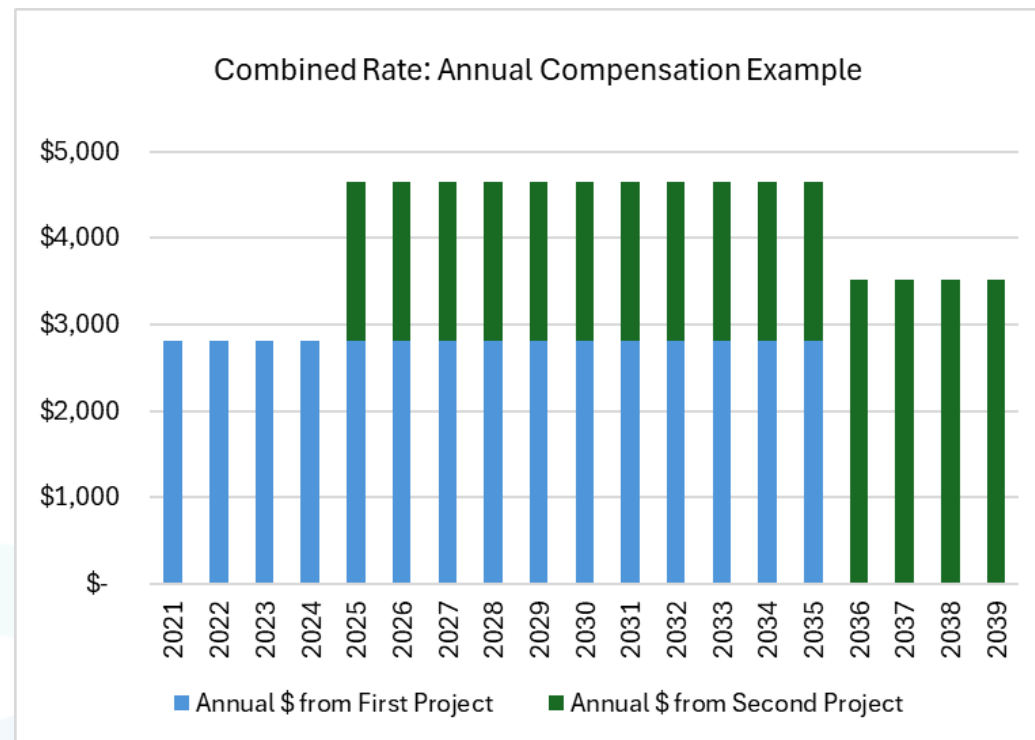
First Project	
Project Size	6.0 kW
Tariff Term Begins	2021
Tariff Term Ends	2036
PBI	29.65¢/kWh

Second Project	
Project Size	4.0 kW
Tariff Term Begins	2025
Tariff Term Ends	2040
Adjusted PBI	29.11¢/kWh
Combined POTT	22.43 ¢/kWh





## Example of Combined Rates: Annual Compensation by Project



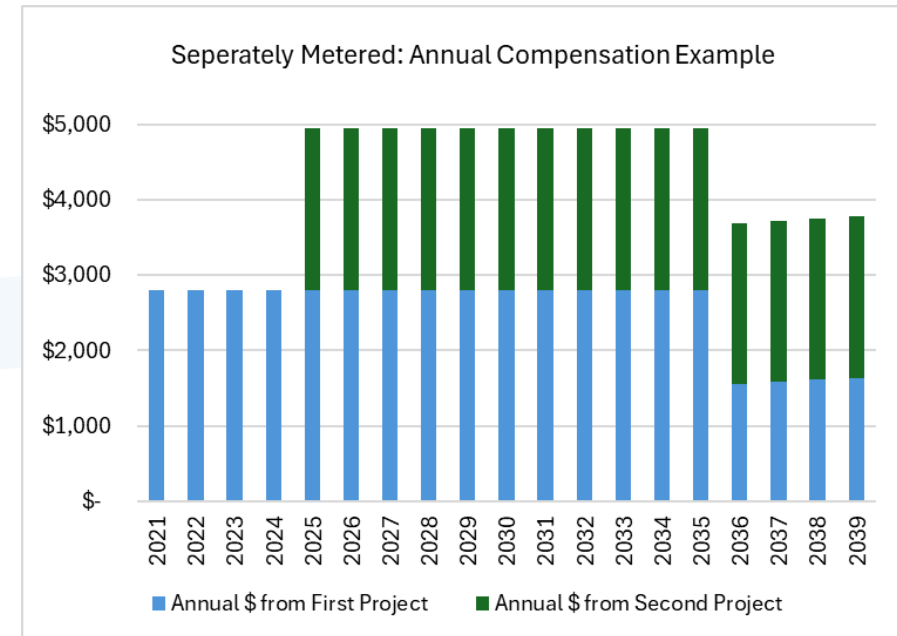
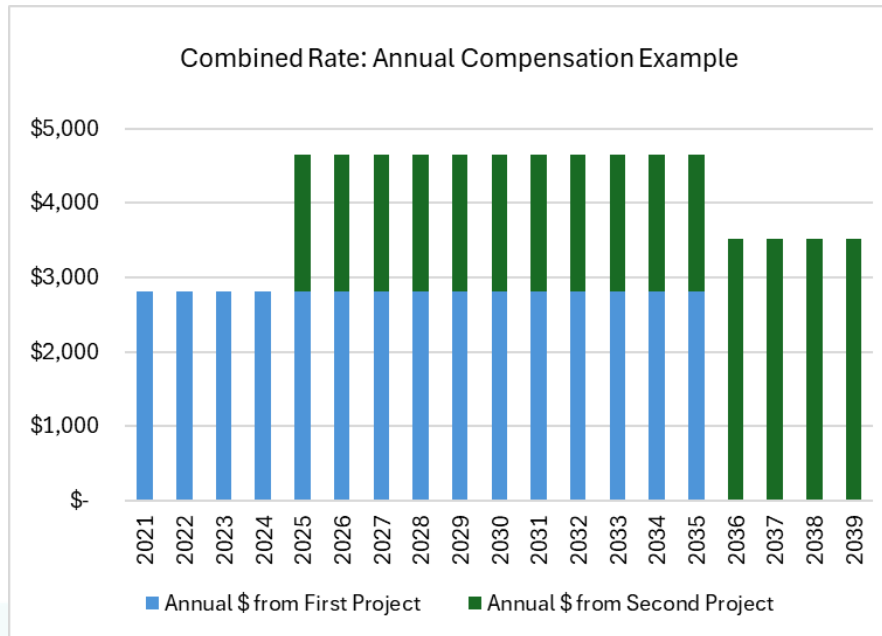
The chart shows the annual compensation for the First Project and Second Projects remaining consistent for 5 years each, respectively.

Following the end of the First Project’s tariff term, the POTT rate is applied to the second solar project.



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## Example of Annual Compensation: Combined Projects vs Separately Metered Projects



### Example: Total Compensation Comparison from 2021 through 2039:

Combined Rate Methodology: \$76,351

Separately Metered: \$80,497

**Difference of \$4,146 or 5.15% over 19 years.**



## Substantiative Redlines to Residential and Non-Residential Tariffs Drafts

### Section to be added

#### 5.3. Second Solar Projects

- 5.3.1. A Customer participating in the Renewable Energy Growth Program under the Small-Scale Solar I or II Renewable Energy Classes may install a Second Solar Project at the same premises and interconnect it electrically with the Original Solar Project and behind the existing Renewable Energy Growth meter. The Second Solar Project shall comply with all applicable provisions of this Tariff and shall be subject to a distinct tariff term and Performance-Based Incentive determined by the year in which the Second Solar Project is enrolled, as specified in Section 7.5.
- 5.3.2. The tariff term and Performance-Based Incentive applicable to the Original Solar Project shall remain unchanged by the addition of the Second Solar Project.
- 5.3.3. As a condition of receiving a Certificate of Eligibility for the Second Solar Project, the Customer shall execute the Post Original Tariff Term ("POTT") agreement, which authorizes continued operation and compensation, in accordance with the methodology in Section 7.5 of this tariff, for the Original Solar Project following the expiration of its initial tariff term. The POTT shall terminate no later than the conclusion of the tariff term applicable to the Second Solar Project.

Related modifications to the tariff will also be included across multiple sections, encompassing definitions, program eligibility, and terms and conditions. Furthermore, both tariffs will be updated to align with the newly adopted company-wide template applicable to all tariffs.

## Section to be added

### 7.5. Methodology for a Combined Performance-Based Incentive for Two Projects Behind a Single Meter

Where a Customer installs a Second Solar Project behind an existing Renewable Energy Growth meter, compensation for both solar projects shall be determined as follows:

- 7.5.1. **Capacity Distribution:** The Company shall calculate the percentage distribution between the nameplate capacities of the Original Solar Project and the Second Solar Project. This calculation will account for the annual degradation of the Original Solar Project at a rate of one percent (1%) per year.
- 7.5.2. **Adjustment of Second Solar Project PBI:** The current year's Performance-Based Incentive (PBI) applicable to the Second Solar Project shall be reduced by fourteen percent (14%) to reflect the average cost savings associated with the installation of an additional solar project at the same premise.
- 7.5.3. **Combined Rate Calculation:** The Combined PBI rate for billing and compensation purposes shall be calculated as the sum of the weighted average of PBIs of both the Original Solar Project and the Second Solar Project. The PBI for the Second Solar Project shall reflect the fourteen percent (14%) reduction described above. The Combined PBI rate applies to total metered output and is effective while both the Original and Second Solar Project tariff terms overlap.
- 7.5.4. **Post-Original Tariff Term Compensation:** Upon expiration of the tariff term for the Original Solar Project, the Customer shall receive compensation for the continued generation from the Original Solar Project through an adjustment to the PBI applicable to the Second Solar Project. The adjusted PBI, known as the Combined Post-Original Tariff Term (POTT) PBI, shall be calculated in the same manner as in Section 7.5.3, except, the PBI for the Original Solar Project shall be reduced by forty percent (40%) and the result of summing of the weighted average of the respective PBIs of both projects (incorporating the forty percent (40%) reduction for the Original Solar Project) will be the POTT PBI for the Second Solar Project, effective from the conclusion of the Original Solar Project's tariff term through the end of the Second Solar Project's tariff term.



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# Thank you!

**Kimberly Gauntner**  
***Manager, Clean Energy Procurement***  
Rhode Island Energy  
Kwgauntner@pplweb.com





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a PPL company



Combined Rate Methodology for REG Small-Scale Solar Expansions  
Kimberly Gauntner, Rhode Island Energy

October 27, 2025

## Combined Rates for Small Scale Solar

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## Combined Rates for Small Scale Solar

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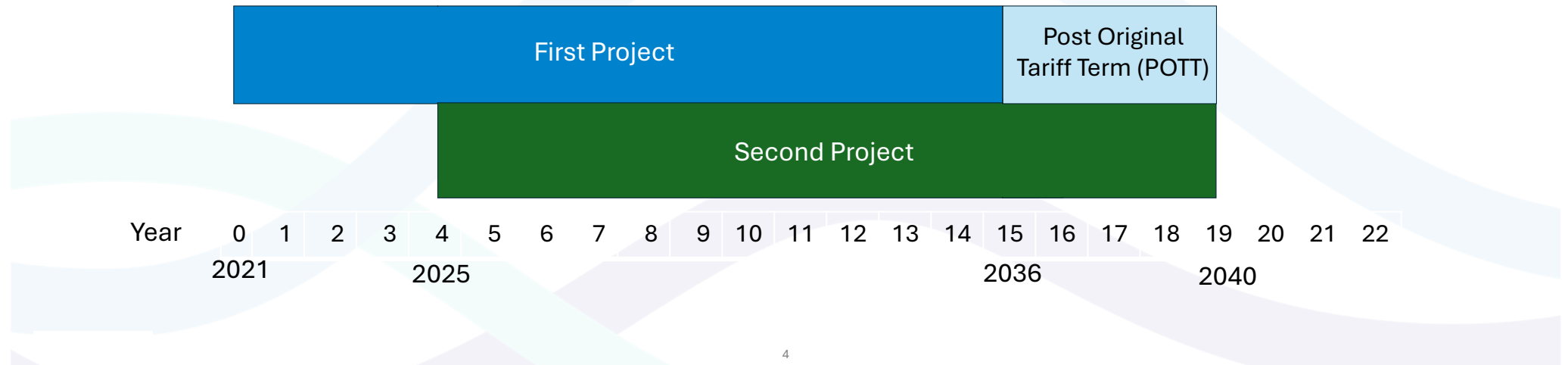
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## Example: Small Solar Combined Rates

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**Step 4:** Calculate a rate for the first solar project following the end of its tariff term. The Post Original Tariff Term (**POTT**) rate will be use after the first solar projects system's tariff term has expired, but the second system's tariff term continues. However, the systems output continues to be monitored by one meter.

**$PBI_1$  is reduced by 40% of its original value.**

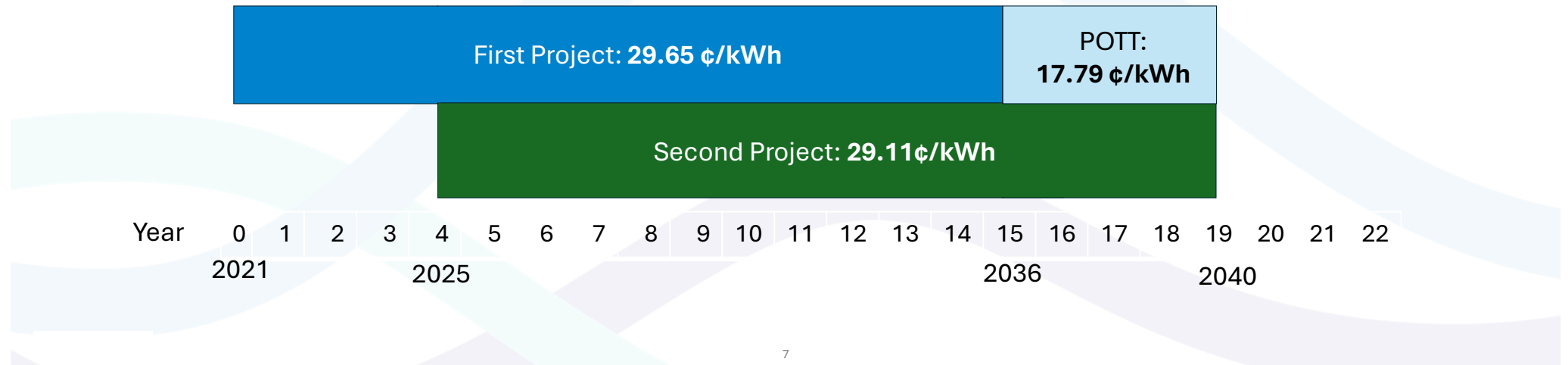
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## Example: Small Solar Combined Rates

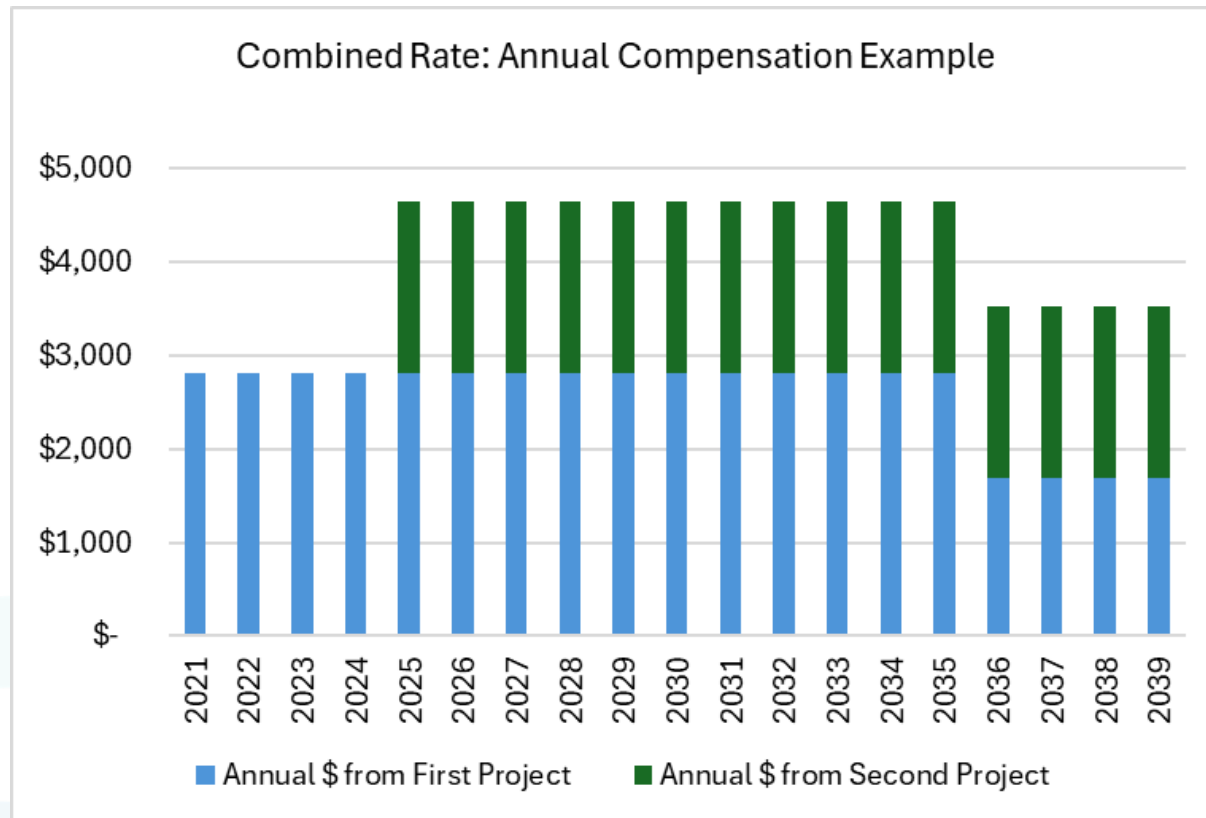
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PBI	29.65¢/kWh
POTT Rate	17.79¢/kWh

Second Project	
Project Size	4.0 kW
Tariff Term Begins	2025
Tariff Term Ends	2040
PBI (discounted)	29.11¢/kWh





## Combined Rates – Annual Compensation by Project



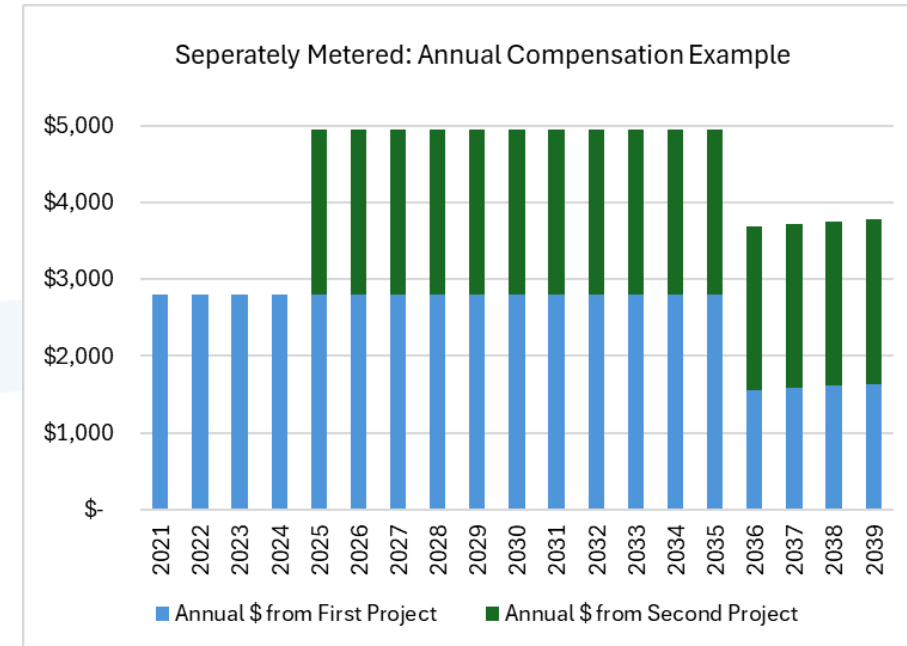
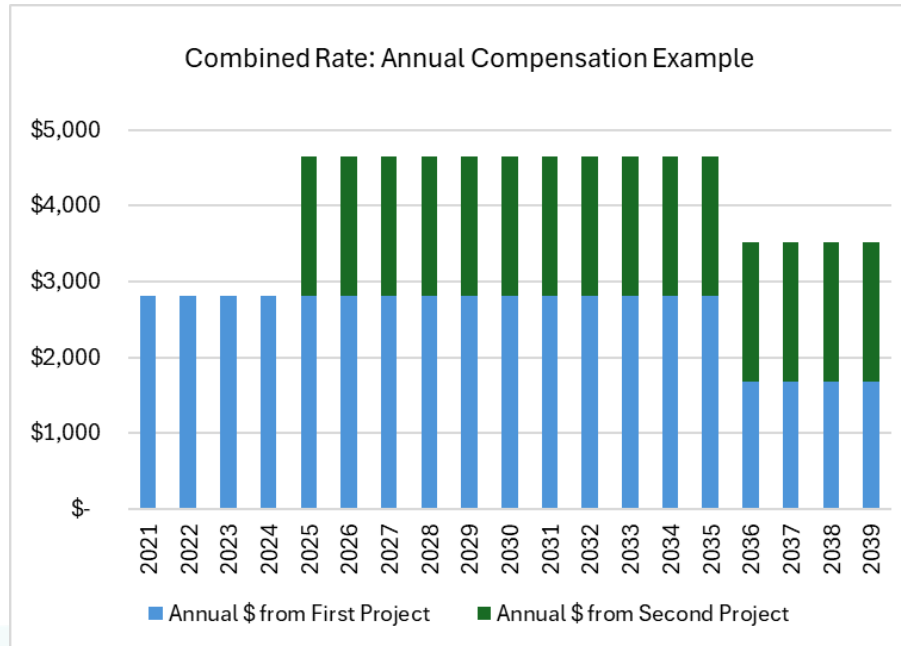
The chart shows the annual compensation for the First Project and Second Projects remaining consistent for 5 years each, respectively.

Following the end of the First Project’s tariff term, the POTT rate is instead applied.



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## Annual Compensation: Combined Projects vs Separately Metered Projects



### Total Compensation Comparison from 2021 through 2039:

Combined Rate Methodology: \$76,351

Separately Metered: \$80,497

***Difference of \$4,146 or 5.15% over 19 years.***