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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 1 of 17

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## SMART PROVISION

### **1.0 Purpose**

The operation of the SMART Provision is pursuant to the Solar Massachusetts Renewable Target (“SMART”) Program regulations at 225 C.M.R. 20.00 promulgated pursuant to Chapter 75 of the Acts of 2016, as applicable to Solar Tariff Generation Units that have received a Statement of Qualification from the Massachusetts Department of Energy Resources (“DOER”). The SMART Provision provides for: (1) Incentive Payments for RPS Class I Renewable Generation Attributes and/or Environmental Attributes produced by a Solar Tariff Generation Unit; (2) Alternative On-Bill Credits for energy generated by an Alternative On-Bill Credit Generation Unit; (3) the basis upon which Incentive Payments and Alternative On-Bill Credits are determined; and (4) the recovery of any such Incentive Payments, Alternative On-Bill Credits, and incremental administrative costs associated with the implementation and operation of the SMART Program.

### **2.0 Definitions**

As used throughout this tariff, the following terms shall have the definitions set forth in this Definitions section.

- 2.1 Alternative On-Bill Credit Generation Unit shall mean a Standalone Solar Tariff Generation Unit that is eligible for an Alternative On-Bill Credit pursuant to the SMART Provision, and is not compensated for energy generated pursuant to 220 CMR 8.0 or 220 CMR 18.00.
- 2.2 Alternative On-Bill Credit shall mean the value of the net excess electricity generated and fed back to the Company by an Alternative On-Bill Credit Generation Unit on a monthly basis, calculated pursuant to Section 9.0 below.
- 2.3 Authorized Agent shall mean a person or entity that serves under an agreement entered into by each of the Owners of a Solar Tariff Generation Unit for all dealings with the DOER and the Company.
- 2.4 Company shall mean [INSERT COMPANY NAME].
- 2.5 Commercial Operation Date shall mean the date on which the Company grants permission to the Solar Tariff Generation Unit to operate in parallel with the Company’s electric distribution system.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 2 of 17

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**SMART PROVISION**

- 2.6 Current Year shall mean the 12-month period for which a SMART Factor will be in effect.
- 2.7 Customer shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains delivery service at a customer delivery point and who is a customer of record of the Company.
- 2.8 Department shall mean the Massachusetts Department of Public Utilities.
- 2.9 DOER shall mean the Department of Energy Resources.
- 2.10 Environmental Attributes shall mean all GIS Certificates and any other environmental benefits associated with the energy generation of a Solar Tariff Generation Unit.
- 2.11 Generation Attribute shall mean a Generation Attribute, as defined in 225 CMR 14.02.
- 2.12 GIS Certificate shall mean an electronic record produced by the NEPOOL GIS that identifies Generation Attributes of each Megawatt-hour (MWh) accounted for in the NEPOOL GIS.
- 2.13 Incentive Payment shall mean the payment to a Solar Tariff Generation Unit, including an Alternative On-Bill Credit Generation Unit, for RPS class I Renewable Generation Attributes and/or Environmental Attributes produced by these units, calculated pursuant to Section 7.0 below.
- 2.14 Market Revenue shall mean (1) the market value or the proceeds from the sale or use of the RPS Class I Renewable Generation Attributes and/or Environmental Attributes procured pursuant to the SMART Provision; and (2) proceeds from the sale of energy generated by Alternative On-Bill Credit Generation Units greater than 60 kW or the market value of the energy generated by Alternative On-Bill Credit Generation Units greater than 60 kW used by the Company for Basic Service. The market value of RPS Class I Renewable Generation Attributes and/or Environmental Attributes procured pursuant to the SMART Provision and used by the Company shall be

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 3 of 17

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**SMART PROVISION**

determined from actual sales or purchases, and/or recent quotes from market participants. Administrative costs will not be netted against Market Revenue.

- 2.15 NEPOOL GIS shall mean the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by the New England Power Pool, its designee or successor entity, that accounts for Generation Attributes of electrical energy consumed and generated within, imported into, or exported from the ISO-NE Control Area.
- 2.16 On-Site Load shall mean any new or existing electric load located at the site of a Solar Tariff Generation Unit including any parasitic load that may result from the installation of the Solar Tariff Generation Unit, and that is wired to receive a portion of the electrical energy output from the Solar Tariff Generation Unit before the balance of such output passes through the Solar Tariff Generation unit's metered interconnection onto the electric distribution system.
- 2.17 Owner shall mean any person or entity that, alone or in conjunction with others, has legal ownership of a Solar Tariff Generation Unit.
- 2.18 Payment/Credit Form shall mean an online application provided by the Company and submitted by the Owner or Authorized Agent prior to the Commercial Operation Date of the Solar Tariff Generation Unit, and updated no more than once per billing period, unless allowed by the Company to be updated more frequently, containing all required information necessary to process monthly Incentive Payments and Alternative On-Bill Credits.
- 2.19 Prior Year shall mean a 12-month period prior to the Current Year.
- 2.20 Qualifying Facility shall mean a Qualifying Facility, as defined by the Department in 220 CMR 8.02.
- 2.21 RPS shall mean the Massachusetts Renewable Portfolio Standard established in Mass. Gen. Laws c. 25A, § 11F.
- 2.22 RPS Class I Renewable Generation Attribute shall mean a RPS Class I Renewable Generation Attribute as defined in 225 C.M.R. 14.02.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 4 of 17

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### **SMART PROVISION**

- 2.23 Solar Tariff Generation Unit shall mean a Generation Unit, as defined in 225 CMR 14.02, that generates electricity using solar photovoltaic technology and meets all of the eligibility criteria set forth in 225 CMR 20.05 and 225 CMR 20.06 and has received a Statement of Qualification, and shall not mean an Energy Storage System, as defined in 225 CMR 20.02, even where such an Energy Storage System is paired with a Generation Unit, as defined in 225 CMR 14.02, that generates electricity using solar photovoltaic technology and meets all of the eligibility criteria set forth in 225 CMR 20.05 and 225 CMR 20.06.
- 2.24 Standalone Solar Tariff Generation Unit shall mean a Solar Tariff Generation Unit that serves no associated On-Site Load other than parasitic or station load utilized to operate the Generation Unit.
- 2.25 Statement of Qualification shall mean a document issued by the DOER that qualifies a Solar Tariff Generation Unit to participate in the SMART Program pursuant to 225 CMR 20.00.

### **3.0 Availability**

Incentive Payments and, as applicable, Alternative On-Bill Credits provided under this SMART Provision are available to the Owner or Authorized Agent of a Solar Tariff Generation Unit that has received a Statement of Qualification from the DOER, has met all eligibility requirements from 225 C.M.R. 20.00, has a total installed capacity of less than or equal to five megawatts (measured in MW AC), and is interconnected to the Company's electric distribution system. Each Standalone Solar Tariff Generation Unit may be metered by the Company through a single metering point. All other Solar Tariff Generation Units must be separately metered by the Company for the purpose of measuring energy generated by the Solar Tariff Generation Unit, with the Company's metering installed behind the Customer's service meter. All Solar Tariff Generation Units must be electrically separate, and separately metered per Section 5, below, from any other existing electricity generating unit, whether taking service under the SMART Provision or not.

### **4.0 Other Tariff Applicability**

All Customers must comply with the Company's Standards for Interconnection of Distributed Generation tariff ("Interconnection Tariff") and the Terms and Conditions for Distribution Service, as may be amended from time to time.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 5 of 17

---

### **SMART PROVISION**

Solar Tariff Generation Units that are served on the Company's Net Metering tariff pursuant to 220 C.M.R. 18.00 or qualifying facilities tariff pursuant to 220 C.M.R. 8.00 will receive Incentive Payments pursuant to the SMART Provision. The terms and conditions regarding the calculation and distribution of net metering credits or payments for purchased power are governed by the provisions of the applicable tariff.

#### **5.0 Metering**

The Company will own, install, and maintain a meter on each Solar Tariff Generation Unit that complies with the metering standards applicable to the size of the Solar Tariff Generation Unit as defined in the Company's Interconnection Tariff, or a meter which is specified by the Company to meet operational and/or planning requirements. Monthly readings obtained from the meter will be used to determine Incentive Payments pursuant to Section 7.0 below. The Company must be provided adequate access to read the meter(s), and to install, repair, maintain, and replace the meter(s), if applicable.

#### **6.0 Conditions for Participation**

Owners or Authorized Agents of a Solar Tariff Generation Unit must demonstrate compliance with the following conditions prior to receiving Incentive Payments and Alternative On-Bill Credits, if applicable. Incentive Payments and Alternative On-Bill Credits will be applied on a prospective basis only after all of the following conditions have been met.

- 6.1 The Owner must obtain the Company's written authority to interconnect and operate in parallel with the Company's electric distribution system.
- 6.2 The Owner must provide final approval of a Statement of Qualification from the DOER for systems that have been constructed within the required timeline. This may be provided directly to the Company by the Solar Program Administrator ("SPA") with the permission of the Owner.
- 6.3 For the term during which a Solar Tariff Generation Unit is eligible to receive compensation under this tariff, as provided in Section 10.0, and is enrolled in this tariff, the Company shall have the irrevocable rights and title to the RPS Class I Renewable Generation Attributes and/or Environmental Attributes of that Solar Tariff Generation Unit. In addition, for those units that are also Alternative On-Bill

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 6 of 17

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### SMART PROVISION

Credit Generation Units, the Company will also have irrevocable rights and title to the energy produced by such Alternative On-Bill Credit Generation Unit.

- 6.3.1 RPS Class I Renewable Generation Attributes in the form of Renewable Energy Certificates (“RECs”) must be delivered to the Company’s appropriate NEPOOL-GIS account. For Solar Tariff Generation Units greater than 60 kW, and that are not connected behind a meter measuring On Site Load, this will be accomplished through the Owner registering the Solar Tariff Generation Unit with the NEPOOL-GIS and enrolling in a Forward Certificate Transfer of RECs to the appropriate Company NEPOOL-GIS account for the term of enrollment in this tariff by the Solar Tariff Generation Unit. Evidence of such enrollment will be collected by the SPA and provided to the Company.
- 6.3.2 Solar Tariff Generation Units smaller than 60 kW, and those that are 60 kW or greater and are connected behind a meter measuring On Site Load, 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 Solar Tariff Generation Unit to the Company’s appropriate NEPOOL-GIS account. The Owner or Authorized Agent shall provide approvals or assignments, including, but not limited to, completing the Company’s Renewable Energy Certificate Assignment and Aggregation Form, to facilitate the Solar Tariff Generation Unit’s participation in asset aggregation or other model of asset registration and reporting for the term of enrollment in this tariff by the Solar Tariff Generation Unit. This form will be collected by the SPA and provided to the Company.
- 6.3.3 Energy: Energy produced by Alternative On-Bill Credit Generation Units must be delivered to the Company in the Company’s ISO–NE load zone at the delivery node associated with the Solar Tariff Generation Unit. As requested by the Company or ISO-NE, the Owner or Authorized Agent shall provide all necessary information as well as follow all requirements for all applicable market rules needed to set up the necessary generation asset.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 7 of 17

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**SMART PROVISION**

6.3.4 It is the responsibility of the Owner or the Authorized Agent to ensure that billing account information of the designated recipients of Alternative On-Bill Credits and information necessary for distribution of Incentive Payments is accurately reflected on the Payment/Credit Form, and provided on any forms required for taxpayer identification and reporting. Alternative On-Bill Credits that cannot be applied to recipient accounts because of inaccurate information will remain on the Solar Tariff Generation Unit's account and will be carried forward to subsequent billing months. Changes to the Payment/Credit Form must be received by the Company at least 15 days prior to the next billing date of the Solar Tariff Generation Unit or the Alternative On-Bill Credit recipient, as applicable, to be reflected in the next billing period. Incentive Payments that cannot be paid to an Owner due to inaccurate or incomplete records will be available for one year, after which they will be forfeited.

**7.0 Calculation of Incentive Payments**

Incentive Payments to Solar Tariff Generation Units will be in accordance with the formula specified in 225 CMR 20.08 and will be calculated for each monthly billing period as follows:

$$IP = (BCR + CRA - GS - VOE) * kWhgen$$

Where

IP = Incentive Payment.

BCR = Base Compensation Rate applicable to the Solar Tariff Generation Unit as specified in the Solar Tariff Generation Unit's Statement of Qualification.

CRA = Compensation Rate Adder applicable to the Solar Tariff Generation Unit as specified in the Solar Tariff Generation Unit's Statement of Qualification.

GS = Greenfield Subtractor applicable to the Solar Tariff Generation Unit as specified in the Solar Tariff Generation Unit's Statement of Qualification.

kWhgen = kWh generated during the billing period. For Standalone Solar Tariff Generation Units, kWhgen will be measured after the reduction for parasitic or station load.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 8 of 17

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**SMART PROVISION**

VOE = Value of Energy, determined as set forth below

- (1) For Standalone Solar Tariff Generation Units that are net metered pursuant to the Company's Net Metering tariff, the VOE will be the applicable net metering credit.
- (2) For Standalone Solar Tariff Generation Units that are Qualifying Facilities or On-site Generating Facilities pursuant to 220 C.M.R. 8.00 but are not net metered pursuant to the Company's Net Metering tariff, the VOE will be the rate applicable under the Company's qualifying facility tariff.
- (3) For Solar Tariff Generation Units that are located behind the Customer's electric service meter and have On-Site Load other than parasitic or station load, the VOE will be the sum of the current applicable distribution kWh charge, transmission kWh charge, transition kWh charge, and the average of the Basic Service kWh charge for the three calendar years immediately preceding the year in which the Commercial Operation Date of the Solar Tariff Generation Unit occurs. For purposes of this tariff, a Customer's current applicable distribution kWh charge, transmission kWh charge, and transition kWh charge will be those charges in effect applicable to the Customer during the previous calendar year. The VOE applicable to the Solar Tariff Generation Unit will be specified on the Statement of Qualification, as provided by the Company in Appendix A to this tariff, and will not change during an enrollment in this tariff by a Solar Tariff Generation Unit, consistent with Section 10.0, unless directed to change by DOER.
- (4) For Alternative On-Bill Credit Generation Units, the VOE will be equal to the rate for Basic Service applicable to the Alternative On-Bill Credit Generation Unit's rate class in effect during the billing period, as established by the Company's Basic Service tariff.
- (5) Compensation Rates and, if applicable, Compensation Rate Adder, and/or Greenfield Subtractors are determined as authorized in the Statement of Qualification, and those rates will not change during an



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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 9 of 17

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### **SMART PROVISION**

enrollment in this tariff by a Solar Tariff Generation Unit, consistent with Section 10.0, unless as directed by the DOER, SPA or the Department. The three year averages of distribution, transmission, transition, and Basic Service rates will change once annually in Appendix A to this tariff.

#### **8.0 Distribution of Incentive Payments**

The Company will disburse Incentive Payments, in the form of a paper or electronic check as specified on the Payment/Credit Form, to the Solar Tariff Generation Unit's Owner or Authorized Agent. If the Incentive Payment is disbursed to an Authorized Agent, the Owner must indicate on the Payment/Credit Form.

#### **9.0 Alternative On-Bill Credits**

The Alternative On-Bill Credits shall be the Value of Energy of the Alternative On-Bill Credit Generation Unit as specified in Section 7.0(4) above for any Standalone Solar Tariff Generation Unit which elects to enroll as an Alternative On-Bill Credit Generation Unit.

The Owner or Authorized Agent of the Alternative On-Bill Credit Generation Unit must complete and submit a Payment/Credit Form prior to interconnection, but the Payment/Credit Form is not required more than 30 days before interconnection, indicating the percentage allocation, up to five decimal places, of the total Alternative On-Bill Credits to be transferred to other Customer accounts in the Company's service area. Alternative On-Bill Credits may be transferred across ISO-NE load zones within the Company's service territory. The Company shall not transfer Alternative On-Bill Credits without a completed Payment/Credit Form.

The Company is responsible for accurately allocating Alternative On-Bill Credits to recipient Customers consistent with the Payment/Credit Form. The Owner or Authorized Agent may update the Payment/Credit form once per billing period. Changes to the Payment/Credit Form must be received by the Company at least 15 days prior to the end of the Alternative On-Bill Credit Generation Unit's billing period in order for the Alternative On-Bill Credits to be applied in the next billing period.

The Company shall correct any error in allocation of Alternative On-Bill Credits to the recipient Customer designated on the Payment/Credit form within 30 days of either the Distribution Company's discovery of the error, or the Owner's or Customer's provision of notice of the error to the Distribution Company, whichever is earlier. Alternative On-Bill Credits that cannot be applied to Customer

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 10 of 17

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**SMART PROVISION**

accounts because of inaccurate information on the Payment/Credit form will remain on the Alternative On-Bill Credit Generation Unit's account and will be carried forward to subsequent billing periods. The Payment/Credit Form shall include a section that enables the Owner or Authorized Agent to indicate how any excess credits on the Alternative On-Bill Credit Generation Unit account shall be allocated to recipient Customers.

Within 60 days of the date of interconnection of the Alternative On-Bill Credit Generation Unit, the Company shall begin applying Alternative On-Bill Credits each billing period to recipient Customer accounts as directed by the most recent Payment/Credit Form. Alternative On-Bill Credits shall be posted on recipient Customers' bills within one billing period following the date of the production meter reading of the Alternative On-Bill Generation Unit. Alternative On-Bill Credits shall appear on the Customer's bill as a separate line item labeled "Solar Credit" and shall include the name of the Alternative On-Bill Credit Generation Unit that produced the Alternative On-Bill Credit. The Company shall carry forward, from billing period to billing period, any remaining Alternative On-Bill Credit balance on a recipient Customer's bill.

The Company shall issue a monthly transfer statement to the Owner detailing the production during the previous billing period and the amount of Alternative On-Bill Credits applied to recipient Customers' bills pursuant to the Payment/Credit form. The monthly transfer statement shall include an indication if any Alternative On-Bill Credit transfer resulted in a balance of Alternative On-Bill Credits on a recipient Customer's bill, if any Alternative On-Bill Credits remain on the Alternative On-Bill Credit Generation Unit's account, if a recipient Customer has ended or moved electric service with the Company, or if other major account changes have occurred.

At its option, the Company may pay to a designated recipient, in a lump sum amount, any Alternative On-Bill Credit remaining on the Alternative On-bill Credit Generation Unit billing account at the end of a 12-month period adjusted by the ratio of the average ISO-NE Locational Marginal Pricing rate that was realized by the settlement of the output of Solar Tariff Generation Units with ISO-NE over the course of the year divided by the average Basic Service rate for the year. The Company may only pay the lump sum amount after a 30 day notification to the Owner of the Company's intent to provide payment for the Alternative On-Bill Credits remaining on the Alternative On-bill Credit Generation Unit billing account, and the Owner has declined to allocate the Alternative On-Bill Credits remaining on the Alternative On-bill Credit Generation Unit billing account.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 11 of 17

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## SMART PROVISION

### **10.0 Term of Tariff**

All Solar Tariff Generation Units with capacities larger than 25 kW AC will be eligible to receive compensation under this tariff for 20 years from the Solar Tariff Generation Unit's Commercial Operation Date. All Solar Tariff Generation Units with capacities less than or equal to 25 kW AC will be eligible to receive compensation under this tariff for 10 years from the Solar Tariff Generation Unit's Commercial Operation Date. This tariff will remain in effect until the costs incurred to administer the SMART Program have been fully recovered through the SMART Factors and termination of this tariff has been granted by the Department.

### **11.0 Applicability of SMART Factor**

The SMART Factor, as defined herein, shall be applied to all bills issued by the Company and shall be determined in accordance with section 13.0 below, subject to the Department's review and approval.

### **12.0 SMART Factor Effective Date**

The SMART Factor shall be effective [INSERT DATE FOR APPLICABLE COMPANY] of each year, unless otherwise ordered by the Department.

### **13.0 Calculation of SMART Factor**

The SMART Factor recovers the annual incremental costs that the Company incurs during the applicable 12-month period associated with the SMART Program. The SMART Factor shall include disbursed Incentive Payments, Alternative On-Bill Credits, and Market Revenue. The Company will reflect SMART Factor collections compared to actual costs in determining the amount it has under or over-recovered through the applicable year's SMART Factor. The SMART Factor shall be applicable to all retail delivery service customers and will be in the form of an energy (kWh) charge that varies by rate class. The SMART Factor shall remain in effect until adjusted in the Company's annual reconciliation filing pursuant to Section 14.0 below.

The SMART Factor shall be calculated as follows:

$$SF_{xS} = (IP_{x-1} + ABC_{x-1} - MR_{x-1} + ADM_{x-1} + RA_{x-1}) * DRAs \div FkWh_{xS}$$

Where

x = The Current Year.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 12 of 17

---

**SMART PROVISION**

- s = A separate value for the following rate classes: **[list each company's rate classes]**
- SF<sub>Xs</sub> = The SMART Factor for the Current Year for each rate class.
- IP<sub>X-1</sub> = Disbursed Incentive Payments issued in the Prior Year.
- ABC<sub>X-1</sub> = Disbursed Alternative On-Bill Credits issued in the Prior Year.
- MR<sub>X-1</sub> = Estimated Market Revenue associated with IPs and ABCs in the Prior Year.
- ADM<sub>X-1</sub> = The incremental administrative cost the Company incurred in the Prior Year necessary to meet SMART Program objectives, including costs associated with administering the SMART Program through a third-party administrator and other third-party administrative costs, if any.
- RA<sub>X-1</sub> = The Reconciliation Amount is the sum of (a) the difference between (1) the actual IP, ABC, and MR incurred in the prior years; and (2) the amount of SF revenue billed by the Company during the Prior Year. Interest shall be applied to the reconciling balance at the Prime Rate as reported by the Wall Street Journal.
- DRA = The Distribution Revenue Allocator percentage for each rate class.
- FkWh<sub>Xs</sub> = Forecasted number of kWh for each rate class for the Current Year.

The Distribution Revenue Allocator shall be derived from the Company's most recent general rate case as approved by the Department and shall be as follows by rate class:

Rate []	xx.x%
Rate []	xx.x%
Rate []	xx.x%
Rate []	xx.x%
Rate []	xx.x%
Streetlighting	x.x%

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 13 of 17

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### SMART PROVISION

#### **14.0 Information Required to be filed with the Department**

Changes to the SMART Factors shall be filed with the Department as part of the Company's annual reconciliation filing at least **[insert number]** days before the date on which the SMART Factor is proposed to become effective. Such filing shall include the reconciliation of the amount recoverable through prior SMART Factors, as appropriate.

#### **15.0 Additional Terms and Conditions of Service**

- 15.1 Cooperation and Qualification of Solar Tariff Generation Units for Other Programs. Consistent with Section 6.3, if requested by the Company, the non-residential and non-small commercial Owners or Authorized Agents of an enrolled Solar Tariff Generation Unit shall pay any costs or fees associated with cooperating with the Company and qualifying a Solar Tariff Generation Unit for states' Renewable Portfolio Standard or similar program(s), so long as the Environmental Attributes can be transferred through the NEPOOL GIS. The DOER may require Owners to qualify for additional programs. Such Owner or Authorized Agent shall comply with all rules of such programs including, without limitation, rules that relate to the creation, tracking, recording, and transfer of all Environmental Attributes that are to be transferred under this tariff.
- 15.2 Non-Compliance. The Owner or Authorized Agent of a Solar Tariff Generation Unit shall comply with the provisions of this tariff while enrolled in the Tariff. Only the Solar Tariff Generation Unit described on the Statement of Qualification is eligible to participate under this tariff. In no event shall a Solar Tariff Generation Unit's nameplate capacity exceed what is allowed by the Statement of Qualification. If a Solar Tariff Generation Unit exceeds the nameplate capacity allowed by the Statement of Qualification, or the Company determines that an Owner or Authorized Agent has violated the terms and conditions of this tariff, the Company will report the non-compliance immediately to the DOER. The DOER will conduct a review of the report from the Company. If the DOER agrees with the report of the Company, then the DOER shall issue a notice of non-compliance to the Owner or Authorized Agent and to the Company. Upon receipt of a notice of non-compliance from the DOER, the Company may suspend payment of Incentive Payments and Alternative On-Bill Credits, if applicable, and/or take other action as required the DOER until such time as the non-compliance has been remedied.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 14 of 17

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**SMART PROVISION**

Neither the Company nor the Owner or Authorized Agent shall be deemed in non-compliance for failure or delay in the performance of any obligation under the tariff during the enrollment term if and to the extent that such delay or failure is due to a Force Majeure Event. A Force Majeure Event shall mean any cause beyond the reasonable control of, and not due to the fault or negligence of, the Company or the Owner or Authorized Agent and which could not have been avoided by exercising commercially reasonable efforts, including, as applicable, acts of war or terrorism, public disorder, insurrection or rebellion, embargo or national emergency; curtailment of electric distribution services; flood, hurricane, windstorm, tornado, earthquake, or other acts of God; explosion or fire; strikes, lockouts, or other labor disturbances (whether among employees of the Company or the Owner or Authorized Agent, its suppliers, contractors, or others); delays, failure, and/or refusal of suppliers to supply materials or services; orders, acts or omissions of the NEPOOL GIS Administrator, as applicable; embargoes; sabotage; or any other cause of like or different kind, beyond the reasonable control of the Company or the Owner or Authorized Agent. Notwithstanding the foregoing, a Force Majeure Event shall not be based on Owner's ability to sell market products at a price greater than the rates applicable to the Solar Tariff Generation Unit or the Company's ability to purchase market products at prices below the applicable rates.

The party claiming Force Majeure shall notify the other party and the DOER of the occurrence thereof as soon as possible and shall use reasonable efforts to resume performance immediately. In no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the term of the tariff.

- 15.3 Termination Provisions. If the Owner or Authorized Agent or the Company receives confirmation from the DOER that the Owner's Statement of Qualification has been suspended or revoked, or if the DOER determines that the Owner or Authorized Agent has failed to satisfy the Owner's obligations under this tariff and so advises the Company and the Owner or Authorized Agent, the Company may elect to terminate its obligations under this tariff. Neither the Owner or Authorized agent nor the Company may terminate their obligations under this tariff with less than 30 days' notice to the other party, provided that, if one party terminates their obligations under this tariff, the other party may terminate their obligations simultaneously with less than 30 days' notice.

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[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 15 of 17

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**SMART PROVISION**

- 15.4 Governing Law. This tariff is governed by the provisions of 225 CMR 20.00 and Chapter 164 of the General Laws.
- 15.5 Dispute Resolution. The dispute resolution provisions included in the Company's Interconnection Tariff, Section 9.0, shall be available for the purpose of resolving disputes related to the operation of this tariff between the Company and the Owner, including whether the Company has accurately transferred Alternative On-Bill Credits consistent with the Owner's written designation in the Payment/Credit Form. The Company shall not be responsible for resolving disputes between the Owner of an Alternative On-Bill Credit Generation Unit and those Customers to whom the Owner is transferring Alternative On-Bill Credits.

[INSERT COMPANY NAME]

M.D.P.U. No. XXXX

Page 16 of 17

**SMART PROVISION**  
**APPENDIX A**

**I. Base Compensation Rates**

	<b>Capacity Block ¢/kWh</b>							
	1	2	3	4	5	6	7	8
Low Income ≤ 25 kW	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
≤ 25 kW	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
> 25 kW, ≤ 250 kW	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
> 250 kW, ≤ 500 kW	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
> 500 kW, ≤ 1,000 kW	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd

\*\*Solar Tariff Generation Units that receive a capacity allocation in more than one Capacity Block will receive a blended Compensation Rate that reflects the rates applicable to both Capacity Blocks.

**II. Compensation Rate Adders**

Please refer to 225 C.M.R. §20.07(4) for currently effective Compensation Rate Adders, and to DOER’s Guideline on Energy Storage at [INSERT WEBPAGE ADDRESS] that provides an Energy Storage Adder calculator.

**III. Sum of Applicable Distribution, Transmission, Transition, and Three Year Average of Basic Service Rates**

Rate Class	<b>Applicable Three Year Average by Commercial Operation Year ¢/kWh</b>	
	2018	2019
Rate []	tbd	tbd
Rate []	tbd	tbd
Rate []	tbd	tbd
Rate []	tbd	tbd



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[INSERT COMPANY NAME]

**M.D.P.U. No. XXXX**

**Page 17 of 17**

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**SMART PROVISION**  
**APPENDIX A**

**IV. Base Basic Service Rates**

**[INSERT ADDRESS TO COMPANY'S EXTERNAL WEBSITE FOR SUMMARY OF RATES]**