EVERSOURCE

UI
An Avangrid company

Year 5

Request for Proposals

for

Non-Residential Renewable Energy Solutions Program

of

The Connecticut Light and Power Company

dba Eversource Energy ("Eversource")

and

The United Illuminating Company ("UI")

Issue Date for February Solicitation: FEBRUARY 2, 2026

EVERSOURCE AND UI RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS OR PROPOSALS

THE COMPANIES ALSO RESERVE THE RIGHT TO ANNOUNCE CHANGES TO THIS RFP BASED ON PENDING REGULATORY DECISIONS. IN THE EVENT CHANGES ARE MADE, NOTICE OF SUCH CHANGES WILL BE POSTED AND HIGHLIGHTED ON THE COMPANIES' RESPECTIVE WEBSITES.

1 GENERAL.

1.1 INTRODUCTION TO THE RFP. The Connecticut Light and Power Company dba Eversource Energy ("Eversource"), and The United Illuminating Company ("UI") (each a "Company" and collectively the "Companies"), are hereby issuing this joint Request for Proposals ("RFP") in furtherance of the "Non-Residential Renewable Energy Solutions Program" (the "Program," "NRES") established pursuant to PA 19-35 subparagraphs (A) and (B) of Section 3(a)(2) as amended by PA 22-14, PA 23-102, and PA 24-151, and PA 25-173 as codified in §16-244z of the Connecticut General Statutes, collectively "the Acts".

1.2 PROGRAM SUMMARY. In accordance with the Acts, the Companies have developed this RFP for the purchase of energy and renewable energy certificates produced by eligible generation projects over the duration of each applicable tariff. This RFP provides a description of the tariffs available, and this Program.

1.3 **CAPITALIZED TERMS; HEADINGS.** Capitalized terms used but not defined in the body of this RFP have the meanings given to such terms in the Tariff Agreement for the Purchase and Sale of Connecticut Class I Renewable Energy Credits and Energy from Non-Residential Renewable Energy Solutions Projects ("Tariff Agreement"[1]), included as Attachment 1 to this RFP. The headings to articles and sections throughout this RFP are intended solely to facilitate reading and reference to all articles, sections and provisions of this RFP, and do not affect the meaning or interpretation of this RFP or the Tariff Agreement.

1.4 **INVITATION TO BID**. You are invited to submit a proposal ("Bid") as a bidder ("Bidder") to be considered for selection to be awarded a long-term agreement for the purchase of RECs and energy produced by your Facility pursuant to the terms and conditions of a fully executed Tariff Agreement. Pursuant to applicable law and regulation, the Companies will not accept Bids in excess of the following amounts per MWh for the Buy-All Tariff.

TABLE 1 - NRES PROGRAM YEAR 5 BUY-ALL PRICE CAPS

NRES Buy-All Price Caps		
Category	**Price Cap**	**Price Cap for 100% Solar Canopy/Solar Carport Projects ONLY**
Small Zero Emission	$250.42/MWh	N/A
Medium Zero Emission	$236.74/MWh	$338.20/MWh
Large Zero Emission	$182.94/MWh	$261.34/MWh
School Solar	$236.74/MWh	$307.76/MWh

The Netting Price Caps for each Category and Retail Rate can be calculated using the following formula ensuring that the Net Present Value ("NPV") Retail Rate used in said

[1] The Form of Tariff Agreement may be updated between the issuance of this RFP and the Tariff Agreement execution.

formula is derived from the most recent version of the Bid Price Calculator which was filed and approved in Docket No. 25-08-03 and is available on the EDCs websites:

Buy-All Price Cap - NPV Retail Rate ($/MWh) = Netting Price Cap ($/REC)[2]

The resulting Netting Price Caps for each category and each company are included below for reference:

[2] In the situation where the Netting Bid Price Cap would be less than $0, Bidders should treat the Netting Bid Price Cap as $0/REC.

Table 2 - UI Year 5 NRES Program Netting Tariff Rate and Price Caps by Project Size Category, Rate Class, Technology, and Project Type ($/REC)

Rate Class	Small Zero Emission Netting Tariff Rate		Medium Zero Emission Netting Price Cap		Large Zero Emission Netting Price Cap	
Non Time-of-Use Rates						
R	$0.00		$0.00		$0.00	
GSN	$0.00		$0.00		$0.00	
GSD	$48.05		$34.37		$0.00	
Time-of-Use Rates						
	Solar	**Non-Solar**	**Solar**	**Non-Solar**	**Solar**	**Non-Solar**
RT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GST-N	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
GST-SS	$41.42	$61.05	$27.74	$47.37	$0.00	$0.00
LPT-SS	$57.47	$68.10	$43.79	$54.42	$0.00	$0.62
GST-LRS	$18.45	$19.86	$4.77	$6.18	$0.00	$0.00
LPT-LRS	$49.70	$51.11	$36.02	$37.43	$0.00	$0.00

100% Solar Canopy/Carport Netting Price Caps ($/REC)				
Rate Class	**Medium Zero Emission**		**Large Zero Emission**	
Non Time-of-Use Rates				
R	$0.00		$0.00	
GSN	$0.00		$0.00	
GSD	$135.83		$58.97	
Time-of-Use Rates				
	Solar	**Non-Solar**	**Solar**	**Non-Solar**
RT	$0.00	N/A	$0.00	N/A
GST-N	$0.00	N/A	$0.00	N/A
GST-SS	$129.20	N/A	$0.00	N/A
LPT-SS	$145.25	N/A	$68.39	N/A
GST-LRS	$106.23	N/A	$29.37	N/A
LPT-LRS	$137.48	N/A	$60.62	N/A

School Solar Category Netting Prices ($/REC)			
Rate Class	**Without Adder**	**With Brownfield or Distressed Municipality Adder**	**With 100% Carport/Canopy Adder**
Non Time-of-Use Rates			
R	$0.00	$0.00	$0.00

GSN	\$0.00	\$0.00	\$0.00
GSD	\$34.37	\$81.72	\$105.39
Time-of-Use-Rates			
	Without Adder	**With Brownfield or Distressed Municipality Adder**	**With 100% Carport/Canopy Adder**
RT	\$0.00	\$0.00	\$0.00
GST-N	\$0.00	\$0.00	\$0.00
GST-SS	\$27.74	\$75.09	\$98.76
LPT-SS	\$43.79	\$91.14	\$114.81
GST-LRS	\$4.77	\$52.12	\$75.79
LPT-LRS	\$36.02	\$83.37	\$52.12

Table 3 - Eversource Year 5 NRES Program Netting Tariff Rate and Price Caps by Project Size Category, Rate Class, Technology, and Project Type (\$/REC)

Netting Price Caps (\$/REC)					**Netting Tariff Rate (\$/REC)**	
Rate Class[3]	**Medium Zero Emission**		**Large Zero Emission**		**Small Zero Emission**	
Non Time-of-Use Rates						
1	\$0.00		\$0.00		\$0.00	
5	\$0.00		\$0.00		\$0.00	
30	\$68.27		\$14.47		\$81.95	
30a	\$45.98		\$0.00		\$59.66	
35	\$71.79		\$17.99		\$85.47	
40	\$0.00		\$0.00		\$0.00	
Time-of-Use Rates						
	Solar	**Non-Solar**	**Solar**	**Non-Solar**	**Solar**	**Non-Solar**
7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	\$39.16	\$52.67	\$0.00	\$0.00	\$52.84	\$66.35
27a	\$14.68	\$32.22	\$0.00	\$0.00	\$28.36	\$45.90
37	\$44.62	\$57.39	\$0.00	\$3.59	\$58.30	\$71.07
41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55	\$67.77	\$76.77	\$13.97	\$22.97	\$81.45	\$90.45
56	\$67.44	\$76.58	\$13.64	\$22.78	\$81.12	\$90.26
57	\$70.84	\$77.33	\$17.04	\$23.53	\$84.52	\$91.01
58	\$71.53	\$77.93	\$17.73	\$24.13	\$85.21	\$91.61

Rate Class	**Medium Zero Emission**	**Large Zero Emission**
Non Time-of-Use Rates		

3 Netting projects cannot interconnect behind a meter on a customer retail rate that is not shown in Table 3.

100% Carport/Canopy Netting Price Caps ($/REC)		
1	$0.00	$0.00
5	$26.40	$0.00
30	$169.73	$92.88
30a	$147.44	$70.59
35	$173.25	$96.39
40	$54.06	$0.00
Time-of-Use Rates		
7	$0.00	$0.00
27	$140.62	$63.77
27a	$116.14	$39.28
37	$146.08	$69.23
41	$70.20	$0.00
55	$169.23	$92.37
56	$168.90	$92.04
57	$172.30	$95.44
58	$172.99	$96.13

School Solar Category Netting Prices ($/REC)			
Rate Class	**Without Adder**	**With Brownfield or Distressed Municipality Adder**	**With 100% Carport/Canopy Adder**
Non Time-of-Use Rates			
1	$0.00	$0.00	$0.00
5	$0.00	$0.00	$0.00
30	$68.27	$115.62	$139.29
30a	$45.98	$93.33	$117.01
35	$71.79	$119.14	$142.81
40	$0.00	$0.00	$23.62
Time-of-Use Rates			
	Without Adder	**With Brownfield or Distressed Municipality Adder**	**With 100% Carport/Canopy Adder**
7	$0.00	$0.00	$0.00

27	$39.16	$86.51	$110.19
27a	$14.68	$62.02	$85.70
37	$44.62	$91.97	$115.64
41	$0.00	$16.09	$39.76
55	$67.77	$115.12	$138.79
56	$67.44	$114.79	$138.46
57	$70.84	$118.18	$141.86
58	$71.53	$118.88	$142.55

1.5 **QUALIFICATION.** To be considered for selection, a Bid must meet all requirements set forth in Section 4, ("Bid Evaluation"), and adhere to the schedule and other requirements set forth in Section 2, ("RFP Process).

1.6 **EVALUATION AND AWARD CRITERIA.** Each Company will base its independent evaluation and award(s) on (i) qualified Bids, (ii) pricing, and (iii) compliance with the RFP Process.

1.7 **PURA APPROVAL.** Any agreement entered into for the purchase of energy and RECs pursuant to this solicitation is contingent upon obtaining Regulatory Approval by the Public Utilities Regulatory Authority ("PURA") as set forth in the Tariff Agreement. Pursuant to applicable Connecticut General Statutes and PURA requirements, the Companies will submit required information to PURA following each Bid award. If any of the Bids and/or Tariff Agreements do not meet the objectives of PURA, PURA may reject the Bid(s) and Tariff Agreement(s). Article 12 of the Tariff Agreement addresses the possibility that PURA may not approve the Bid(s), and/or Tariff Agreement(s), and/or individual awards.

1.8 **NATURE OF SOLICITATION**. The Companies will evaluate all conforming Bids, however, the Companies make no commitment to any Bidder that it will accept any Bid(s). The Companies reserve the right to discontinue the RFP process at any time for any reason whatsoever. This is a Request for Proposals and not a binding offer to contract.

1.9 **TARIFF AGREEMENT.** In the event of any inconsistency between the provisions of the Tariff Agreement or any other part of this RFP or RFP Process, the provisions of the Tariff Agreement are controlling. Bidders should review the Tariff Agreement thoroughly and submit their Bids based upon the terms and conditions of the Tariff Agreement, which will solely govern the transactions between the winning Bidders and their counterparty Company through the term of the resulting Tariff Agreements.

1.10 **CONFIDENTIALITY.** The receiving Company agrees to treat Bids in a confidential manner and will use reasonable efforts, except as required by law or regulatory authority, not to disclose such information to any third party or use such information for any purpose other than in connection with its evaluation of Bidder's participation in the solicitation process described herein and to obtain Regulatory Approval. Bidders are hereby on notice that, subject to relevant PURA orders, all Bid submissions are subject to regulatory oversight and all Bids submitted by any Bidder may be publicly disclosed within the time periods set forth in such orders, as may any awarded contract in its

entirety. The Companies suggest that Bidders familiarize themselves with the relevant orders, as these regulatory orders may change from time to time.

2 RFP PROCESS

2.1 **SCHEDULE.** Table 5 – February RFP Schedule and Table 6 – August RFP Schedule hereto provide the schedules for these RFPs. The Companies, at their sole discretion, may modify the schedules at any time.

2.2 **BIDDERS CONFERENCE.**[4] The Companies will hold Bidders Conferences to answer questions about the RFPs in accordance with the RFP Schedules. The purpose of the Bidders Conferences is to provide the opportunity to clarify any aspects of the RFPs. The Companies will attempt to answer questions during the Bidders Conferences. While the Companies may respond orally to questions posed at the Bidders Conferences, only written answers that are provided in response to written questions will be considered official responses. The Companies will post responses to Bidders' questions on their websites following the Bidders Conferences. Please see Section 6 herein for contact information, including Company websites.

2.3 **PROCESS OVERVIEW**

2.3.1 Each Bidder must submit its Bid to the appropriate EDC in whose service territory the Project is located. Projects outside of the applicable EDC's service territory are ineligible.

2.3.2 For Projects participating in the Year 5 Small Zero Emission category, the Tariff Rate has been administratively set by PURA in the amount of $250.42/MWh for the Buy-All Tariff and subject to the Tariff Rates outlined in Section 1.4 herein for the Netting Tariff.

2.3.2.1 Small zero emission project selection process: (1) if capacity is reached via bids submitted during the Two-Week Window, selection is based on a lottery, and (2) if capacity is not reached during the Two-Week Window, all eligible projects submitted during the Two-Week Window are selected, and subsequent to the Two-Week Window, eligible projects are selected on a rolling, first-come first-served basis.

2.3.2.2 All bids in each EDC's standby queue will expire on the date when the results of each EDC's procurement for the NRES Program are approved by PURA.

2.3.3 Bids submitted for Projects in the Year 5 Medium and Large Zero Emission categories are subject to the annual price caps as determined by PURA as noted in Section 1.4 herein.

2.3.4 For projects participating in the Year 5 School Solar Category the Tariff Rate has been administratively set by PURA in the amount of $236.74/MWh for the

[4] The Bidders Conference will be held as a Webinar only.

Buy-All Tariff and subject to the Tariff Rates outlined in Section 1.4 herein for the Netting Tariff.

2.3.5 Each EDC will separately submit selected Projects to PURA for Regulatory Approval.

2.4 BID SUBMISSION

2.4.1 **Bid Forms:** Each EDC will develop and maintain its own form to be used for Bid submission ("Bid Form"). Each EDC will provide a website link containing such EDC's Bid Form and EDC-specific instructions for Bid submission, as well as any additional forms that Bidders may be required to complete.

2.4.2 **Submission of Bids:** Bids must be submitted in accordance with the EDC-specific instructions. Bidders must comply with the instructions to ensure that their Bids are complete. In addition to completion of the Bid Form, Bidders must provide a Bid Certification Form, and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, or other forms as necessary based on the specifics of the Bid. Bidders who claim the designation of any of the Bid Preferences as designated by PURA may also be required to submit additional documentation proving such qualification. Specific instructions for how to provide these additional documents may vary by EDC, and are set forth in the EDC-specific bid instructions.

2.4.3 **Bid Details:** Bidders must submit their Bids by using the EDC-specific Bid Form, which contains the majority of the information necessary for the Companies to evaluate Bids. At a minimum, the information listed below may be required for Bid submission. However, additional/supplemental information is or may be required as set forth herein:

Bid Form Information

- Bid Certification Form from the current Program Year
- Bidder name
- Customer name
- Owner of the Project Site
- Customer billing account number
- Project Site Address
- An affidavit that the Project has not received grants and/or rebates from the CT Green Bank
- An affidavit that the Project is not a Shared Clean Energy Facility
- An affidavit of site control
- An affidavit that the Project has not received an agreement under the LREC/ZREC Program that is not in-service at the time of the bid
- An affidavit attesting that Bidder represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category
- An affidavit attesting that Project splitting is for the purposes of the Non-Residential Renewable Energy Solutions Program only and does not

affect how the Projects will be reviewed under other regulatory processes not within PURA's jurisdiction, such as DEEP permitting processes or Connecticut Siting Council review

- Tariff Payment Beneficiary Name (if applicable)
- Indicated percentage of payments to be allocated to Tariff Payment Beneficiary and Customer of Record (if applicable)
- System size in kW (AC)
- Historical load data to demonstrate that a system meets applicable sizing requirements in Section 4.2 of the NRES Program Manual.
- If a Bidder seeks to qualify a technology other than Solar PV, such as small hydro or wind, then such Bidder must submit a Connecticut Licensed Professional Engineer certification that includes the average annual production of the Project.
- Copy of the most recent Customer bill
- For New Construction Projects, a copy of documentation certified by a Connecticut Licensed Professional Engineer certifying the Customer load estimated to materialize over the five years following Bid submission attributable to these items will be required, with the exception of Buy-All Rooftop Projects
- For Projects indicating at the time of Bid submission that they meet any of the Bid Preference criteria, an explanation with supporting description and/or documentation is necessary for each such Bid Preference at the time of Bid Submission to the respective EDC via the Bid Preference Explanation and Description form
    - For State, Agricultural, or Municipal ("SAM") Projects seeking to qualify for the Distressed Municipality Bid Preference using a Municipal Beneficial Account whose electric service is not physically located within a Distressed Municipality, the Bidder must provide evidence to the applicable EDC that such Beneficial Account is owned by a Distressed Municipality and has an electric account that is paid for by a Distressed Municipality. A non-exhaustive list of such evidence includes electric bills for the Beneficial Account showing that a Distressed Municipality pays for the account's electricity, deeds or titles for the land that the Beneficial Account is on proving Distressed Municipality ownership, or lease agreements or options to lease signed by a Distressed Municipality. The EDC may accept alternative evidential documentation at their sole discretion if such alternative documentation is approved by the EDC prior to bid submission.
- Projects seeking to participate in the School Solar program must provide a completed School Solar Pre-Application Checklist. The Project's Interconnection Agreement must be fully executed before Bid submission.
- Other Bid requirements as determined by the EDCs
    - Specific instructions for how to provide all bid documents may vary by Company, and are set forth in the Company-specific instructions.

- TO EVERSOURCE: Bids must be submitted to Eversource via the Eversource Bid Portal which can be found on the Eversource NRES Program page linked here.

- TO UI: Bids must be submitted to UI via the UI Bid Portal which can be found on the UI NRES Program page linked here.

2.4.3.1 "Bid Certification Form". This five (5) page form is mandatory. Every Bid must be accompanied by an executed Bid Certification Form, which must contain four signatures, one by the Bidder, one by the Owner of the Project Site, one from the Customer of Record, and one from the Tariff Payment Beneficiary. The Bid Certification Form is an integral part of the Bid, and Bids that do not include a complete and executed Bid Certification Form, including all signatures as required pursuant to the specifics of the Bid, will not be considered. For purposes of clarification, for all Bids, pages 2, 3, and 4 are mandatory and page 5 is mandatory only if a Tariff Payment Beneficiary is elected. Each Company's website contains a Bid Certification Form with the Company-specific instructions as to how such form is to be submitted.

- The five-plus page Bid Certification Form consists of the following:

  - Page 1 – Instructions for completion of Pages 2 through 5

  - Page 2 – Bidder's Signature, Commitment and Acceptance: By signing this page of the Certification form, the Bidder or a duly authorized representative of the Bidder is making a number of certifications, including that the information provided in the Bid is complete and accurate, and that the Bidder and the project meet the eligibility requirements set forth in this RFP as discussed in Section 5 herein.

  - Page 3 - Tariff Agreement Customer's Signature, Commitment and Acceptance: By signing this page of the Certification form, the Tariff Agreement Customer or a duly authorized representative of the Tariff Agreement Customer is making a number of certifications, including that the Tariff Agreement Customer has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the Project Bid are true and accurate to the best of the Tariff Agreement Customer's knowledge.

  - Page 4 - Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance: The Bidder must have and certify site control to the EDC prior to submitting such Bid. Signing this affidavit along with providing documentation as additional attachments to the Bid

Certification Form proving site control such as deeds (including but not limited to, Warranty Deeds, Quit Claim Deeds, Executor's Deeds, Trustee's Deeds, any other valid proof of ownership), written leases, options to lease, memorandums of lease, memorandums of options to lease, and contracts to purchase, represents certification of site control. The Owner of the Project Site must sign this affidavit, which is required to be witnessed by a Notary Public. By signing the affidavit, the Owner of the Project Site or a duly authorized representative of the Owner of the Project Site is making a number of affirmations and certifications, including that the Owner of the Project Site has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the Project Site are true and accurate to the best of the knowledge of the Owner of the Project Site.

- For projects where the SAM Customer Host is not the Owner of the Project Site, the Bidder must provide the following documentation at the time of Bid submission:
  - An affidavit signed by the Owner of the Project Site demonstrating that the SAM Customer Host: (1) has control of the Project Site or an unconditional right to obtain site control; (2) has authorized the Bidder, if different than the Customer Host, to submit a NRES bid for the Project Site; and 3) is authorized to participate in the NRES Program for the entire 20-year Tariff Term should the Bid be selected; and
  - Documentation proving site control for the entire 20-year Tariff Term including but not limited to written leases, options to lease, memoranda of lease, options of memorandum to lease, and contracts to purchase.

- Page 5 – Tariff Payment Beneficiary Signature, Commitment, and Acceptance (If Applicable): By signing this page of the Certification form, the Tariff Payment Beneficiary is making a number of certifications, including that the Tariff Payment Beneficiary has reviewed the requirements, terms and conditions, and obligations of the Tariff Payment Beneficiary as they pertain to this Program.

- Both EDCs require that the five-plus (5+) page Bid Certification Form must be attached to the Bid as one single PDF (.pdf) file prior to submission as part of the completed Bid. Both the Bid and Bid Certification Form are submitted at the same time. The most current Bid Certification form must be used. Other previous versions of the Bid Certification Form are not acceptable.

2.4.3.2 "Customer Disclosure Form". A filled out and signed Customer Disclosure Form is required to ensure that NRES customers are not subject to deceptive marketing practices or solar agreements. The Third-Party Ownership Customer Disclosure Form should be used when the Customer of Record is not the System Owner and the Direct Ownership Customer Disclosure Form should be used when the Customer of Record is also the System Owner.

2.4.3.3 "Connecticut Licensed Professional Engineer Certification". A Connecticut Licensed Professional Engineer Certification is required to validate system sizing eligibility requirements pursuant to Sections 4.2.4 and 4.2.5 of the NRES Program Manual.

2.4.3.4 "Copy of the most recent Customer Bill". For any projects proposed at a site with existing customer electric service, a copy of the most recent customer bill must be included.

2.4.3.5 "Historical Load". Program participants must provide 12 consecutive months of load from the prior five years during the Bid submission process. When 12 consecutive months of load data is not available, the Bidders shall provide as much historical load data as available. For SAM customers, load data for up to five Beneficial Accounts must be provided to support the Bid. The percentage of load being used for Project sizing must be provided for each Beneficial Account.

2.4.3.5.1 The EDCs will perform the load analysis review during eligibility screening for the given NRES RFP Bid submission and will consider current loads associated with the Beneficial Accounts for a given SAM Project Bid.

2.4.3.6 "Proof of Agricultural Customer Status". For Agricultural Projects, Program participants must provide the following[5] during the Bid submission process:

- One Year of Tax Returns with a Schedule F
- A Farmer's Tax Exemption Permit
- A NAICS Classification Code beginning with an 11

3 COMPENSATION STRUCTURES

3.1 The Compensation Structures are described in Section 3.2 of the NRES Program Manual and will be selected at the time of Bid submission. Compensation Structure

[5] Any of the proposed requirements may be fulfilled with documentation that was valid at any point in the last three years per Final Decision in Docket No. 23-08-03 from November 8, 2023.

selections cannot be modified following Bid submission, either before or after the system receives Approval to Energize from the utility.

4 BID EVALUATION[6]

4.1 The evaluation and selection of Bids will be independently and separately performed by each EDC for Projects in their respective service territories pursuant to Section 5.3 of the NRES Program Manual.

5 BID ELIGIBILITY REQUIREMENTS

5.1 All Bids must meet the eligibility requirements set forth in Section 4 of the NRES Program Manual and Bidders must submit both the Non-Refundable Bid Fee and Performance Assurance at the time of Bid submission as follows:

5.1.1 Non-Refundable Bid Fee: Bidders will be required to pay a non-refundable Bid fee of $450 at the time of Bid submission. The Bid fees will be used to offset the costs to administer the Program.

5.1.2 Performance Assurance: Performance Assurance based on Project Size is required for all Projects at the time of Bid submission in the amount of $25.00 per kW (AC).

5.1.2.1 Performance Assurance shall not accrue interest.

5.1.2.2 Failure by a Bidder to provide Performance Assurance in a form acceptable to the EDC at the time of Bid submission as required shall result in immediate and automatic disqualification of the Bid without opportunity to cure.

6 CODE OF CONDUCT/COMMUNICATIONS.

6.1 The evaluation of this RFP will be conducted in a manner to ensure all Bidders are treated in a fair and consistent manner. The evaluation criteria and timing of the bidding process will be the same for all Bidders.

6.2 Bidder Questions:

6.2.1 The Companies will be available throughout this RFP process to receive questions. Such questions should be submitted directly to the program administrators at the following addresses and in accordance with the RFP Schedules (Table 5 and Table 6):

Eversource: CTCOMMRenewables@eversource.com

UI: NRES@uinet.com

[6] Refer to Appendix A - Non-Residential Renewable Energy Solutions Program Guidelines for Bid Price Comparison for further clarification including guidance on Negative REC Bids.

6.2.2 Responses to written questions from Bidders may be posted in a blind Question and Answer format on:

Eversource: Eversource's Renewable Energy Solutions webpage is linked here.

UI: UI's NRES Program webpage is linked here.

6.3 Each of the Companies adheres strictly to a Code of Conduct for affiliate transactions promulgated by PURA.

TABLE 5 – February RFP Schedule*

Action Item	Date
Bidders Conference – Webinar Only	January 20, 2026
Deadline for Submission of Questions	January 27, 2026
Release of RFP and Opening of Bid Window for All Project Size Categories, and Opening of Two-Week Window for Small Zero Emission Category	February 2, 2026 at 1:00:00 p.m. (Eastern Prevailing Time "EPT")
Close of Two-Week Window for Small Zero Emission Category	February 17, 2026 at 1:00:00 p.m. (Eastern Prevailing Time "EPT"), at which time the Pricing shall become firm, irrevocable and binding.
Bid Forms Due for All Categories	March 16, 2026 by 1:00 p.m. (Eastern Prevailing Time "EPT"), at which time the Pricing shall become firm, irrevocable and binding.
Selection and Notification of Winning Bidders for All Categories	On or about May 4, 2026
Tariff Agreement Execution	After Selection and Notification of Winning Bidders. Bidders will have to return partially executed contracts by the date established by the Companies which is expected to be approximately 10 business days.
Tariff Agreement(s) Filed with PURA	Date to be determined at the Authority's discretion
Commencement of Service	In accordance with Tariff Agreements

* Pursuant to Section 2.1, Schedule, the Companies, at their sole discretion, may modify the schedule at any time.

TABLE 6 – August RFP Schedule*

Action Item	Date
Bidders Conference – Webinar Only	July 21, 2026
Deadline for Submission of Questions	July 28, 2026
Release of RFP and Opening of Bid Window for All Project Size Categories, and Opening of Two-Week Window for Small Zero Emission Category	August 3, 2026 at 1:00:00 p.m. (Eastern Prevailing Time "EPT")
Close of Two-Week Window for Small Zero Emission Category	August 17, 2026 at 1:00:00 p.m. (Eastern Prevailing Time "EPT"), at which time the Pricing shall become firm, irrevocable and binding.
Bid Forms Due for All Categories	September 14, 2026 by 1:00 p.m. (Eastern Prevailing Time "EPT"), at which time the Pricing shall become firm, irrevocable and binding.
Selection and Notification of Winning Bidders for All Categories	On or about November 2, 2026
Tariff Agreement Execution	After Selection and Notification of Winning Bidders. Bidders will have to return partially executed contracts by the date established by the Companies which is expected to be approximately 10 business days.
Tariff Agreement(s) Filed with PURA	Date to be determined at the Authority's discretion

* Pursuant to Section 2.1 of the RFP, Schedule, the Companies, at their sole discretion, may modify the schedule at any time.

Attachment 1

Tariff Agreement for the Purchase and Sale of Connecticut Class I Renewable Energy Credits and Energy from Non-Residential Renewable Energy Solutions Projects ("Tariff Agreement")

1. **Cover Sheet inclusive of Tariff Payment Beneficiary Form as applicable**
2. **Terms and Conditions**

STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

Year 5 Non-Residential Renewable Energy Solutions ("NRES") Program Manual

Implementing Section 3 of Public Act 19-35, *An Act Concerning A Green Economy and Environmental Protection,* Section 1 of Public Act 22-14, *An Act Concerning Clean Energy Tariff Programs,* Section 25 of Public Act 23-102, *An Act Strengthening Protections for Connecticut's Consumers of Energy,* Section 173 of Public Act 24-151 *An Act Authorizing And Adjusting Bonds of the State And Concerning Provisions Related To State And Municipal Tax Administration, General Government And School Building Projects*, and Section 9 of Public Act 25-173, *An Act Concerning Energy Affordability, Access, and Accountability*

prepared by

THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY AND

THE UNITED ILLUMINATING COMPANY

February 2, 2026

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1. INTRODUCTION

This Program Manual for Non-Residential Renewable Energy Solutions is intended to be used by System Owners and renewable energy project installers ("Installers"). The Program Manual describes the program bidding process, payment terms, tariff structures, eligibility requirements and other key program elements. It was initially developed in accordance with the Final Decision dated June 30, 2021 in Docket No. 20-07-01, and Section 3 of Public Act 19-35, An Act Concerning a Green Economy and Environmental Protection, and has been updated in accordance with Section 1 of Public Act 22-14, An Act Concerning Clean Energy Tariff Programs, Section 25 of Public Act 23-102, An Act Strengthening Protections for Connecticut's Consumers of Energy, and Public Act No. 24-151, An Act Authorizing And Adjusting Bonds of the State And Concerning Provisions Related To State And Municipal Tax Administration, General Government And School Building Projects, and Section 9 of Public Act 25-173, An Act Concerning Energy Affordability, Access, and Accountability as codified in §16-244z of the Connecticut General Statutes. This Program Manual may be updated periodically to reflect current Tariff rates and other changes. In the event that any element of this Program Manual is deemed contrary to any state law or ruling from the Public Utilities Regulatory Authority ("PURA" or the "Authority"), the applicable law or ruling shall take precedence, and the Electric Distribution Companies ("EDCs") will revise this Program Manual accordingly.

Questions concerning this Program Manual should be emailed to CTCommRenewables@eversource.com or NRES@uinet.com. The EDCs maintain a list of frequently asked questions on their below websites. System Owners and Solar Installers are encouraged to visit these websites prior to submitting a question:

- Eversource.com/NRES
- Non-Residential Renewable Energy Solutions Program - UI

2. DEFINITIONS

Capitalized terms used but not defined in the body of this Program Manual shall have the meanings given to such terms in each of the Electric Distribution Company's Tariff or the Request for Proposals.

"Acts" shall mean Connecticut Public Act 19-35, *An Act Concerning A Green Economy and Environmental Protection* (approved July 1, 2019) now codified in General Statutes §244-z, Connecticut Public Act 22-14, *An Act Concerning Clean Energy Tariff Programs* (approved May 10, 2022), and Public Act 23-102, *An Act Strengthening Protections for Connecticut's Consumers of Energy* (approved June 29, 2023)), Public Act No. 24-151, An Act Authorizing And Adjusting Bonds of the State And Concerning Provisions Related To State And Municipal Tax Administration, General Government And School Building Projects (approved on July 1, 2024), and Public Act 25-173, An Act Concerning Energy Affordability, Access, and Accountability (approved on July 1, 2025).

"Add-On System" shall mean a Netting Tariff Project being installed behind the same Revenue Meter as an existing renewable energy system that is currently enrolled in the legacy net metering tariff for either of the Companies. For Eversource, the legacy net metering tariff is referred to as "Rider N", and for UI, the legacy net metering tariff is referred to as "Rider NEC1."

"Agricultural Customer" shall mean an in-state retail end user of an EDC that uses electricity for the purpose of agriculture, as defined in Conn. Gen. Stat, Section 1-1(q).

"Approval to Energize" means the date on which an EDC has determined that a Project has provided sufficient proof that the Project has satisfied all of the necessary conditions precedent to energize the Project.

"Beneficial Account" shall mean all existing individually numbered accounts (i.e., meters) of one in- state retail end user eligible to receive monetary bill credits associated with the energy produced at a Customer Host account.[1]

"Bid Certification Form" shall mean the signed and notarized form to certify that a Project is in compliance with all Program requirements, as prepared and issued by the EDCs.

"Bidder" shall mean the individual or business submitting a proposal (or "Bid") to be considered to be selected for the EDC to purchase energy and RECs produced by the Project over the duration of the applicable Tariff. The Bidder entered in the Bid form cannot be changed once the Bid is submitted.

"Bid Preference" shall mean a percentage by which a Project's Bid will be reduced solely for Bid evaluation purposes. For example, using a 10% Bid preference, a Bid for 5 cents/kWh would be evaluated as if it were 4.5 cents/kWh (5 cents x 90%).

"Brownfield" means a site that is either: (1) an address that is included on the Connecticut Brownfields Inventory maintained by DEEP and an attestation that such site has not achieved

[1] For example, one Beneficial Account could be a municipality or political subdivision of the State, such as the City of New Britain.

regulatory closure in the form of either a verification report from a licensed environmental professional or from DEEP; or (2) an address with a Phase 2 Environmental Site Assessment from a licensed environmental professional identifying that the site is contaminated with pollutants, unless such pollutants are present solely because soil at such address has been historically intermixed with coal ash, wood ash, coal fragments, coal slag, coal clinkers, asphalt paving fragments, or any combination thereof. For both (1) and (2), the Bidder must demonstrate, to DEEP's sole satisfaction, the site is either abandoned or underutilized because of such contamination. DEEP maintains a non-exhaustive list of Brownfields that meet this definition, which is available at: https://portal.ct.gov/DEEP/Remediation--Site-Clean-Up/Brownfields/Brownfields-Site-Inventory.

"Buy-All" shall have the meaning set forth in Section 3.2.9. hereof.

"Buy-All Production Meter" shall mean the new service established for the purpose of tracking production for a Buy-All project.

"Compensation Structure" shall have the meaning set in Section 3.2. hereof.

"Connecticut Green Bank" or "CT Green Bank" shall mean the Connecticut Green Bank and any predecessor or successor agency.

"Connecticut Licensed Professional Engineer Certification" shall mean an expression of professional opinion by a Connecticut licensed Professional Engineer regarding facts or findings that are the subject of the certification.

"Critical Facility" means any hospital, police station, fire station, water treatment plant, sewage treatment plant, public shelter, correctional facility or production and transmission facility of a television or radio station, whether broadcast, cable or satellite, licensed by the Federal Communications Commission, any commercial area of a municipality, a municipal center, as identified by the chief elected official of any municipality, or any other facility or area identified by the Department of Energy and Environmental Protection as critical.

"Customer" or "Customer of Record" under this Program Manual 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 or will be the Customer of Record of the EDC for the Project Site. The Customer may or may not be the owner of the Project, and the Customer or Customer of Record may or may not be the Owner of the Project Site. For New Construction Rooftop Buy-All Bids, the Customer may be an entity with site control of the Project Site. However, the Project will always remain linked to the Customer.

"Customer Host" shall mean the State Customer, Agricultural Customer, or Municipal Customer of Record at a Project Site eligible to produce monetary credits for Beneficial Accounts pursuant to Section 3(a)(4) of Public Act 19-35.

"DEEP" shall mean the Connecticut Department of Energy and Environmental Protection - Bureau of Energy Technology Policy and any successor agency.

"Delivery Point" shall mean the EDC's meter or a point designated by the EDC located on the Customer's premises. All Projects, whether Buy-All or Netting have an associated Delivery Point. The Delivery Point may alternatively be referred to as the point of common coupling or the point of interconnection.

"Distressed Municipality" shall mean any municipality listed on the most recent version of the Connecticut Department of Economic and Community Development's website as of the issue

date of the RFP (https://portal.ct.gov/DECD/Content/About_DECD/Research-and-Publications/02_Review_Publications/Distressed-Municipalities).

"Distribution Company Guidelines for Interconnection ("Guidelines")" shall mean the agreement for interconnection service entered into between the interconnecting Customer and an EDC, as defined and provided in each EDC's PURA approved standards for interconnection of distributed generation.

"EDC" is the acronym for Electric Distribution Company.

"Environmental Attributes" shall mean each of the following that exists under the laws and regulations of the state of Connecticut, or under any other international, federal, regional, state or other law, rule or regulation as of the Effective Date or may come into existence during the twenty-year term of the purchase commitment applicable to the selected Project: (i) GIS Certificates, (ii) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Project is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the Project or the production or sale of energy that avoids the emission of carbon into the air, soil or water, (iii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the production of electric generation or the production or sale of energy that avoids the emission of carbon into the air, soil or water and in which Seller has good and valid title, including any credits to be evidenced by Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction as such may be amended during the term of the Tariff applicable to the selected Project, (iv) any such Allowances related to (A) oxides of carbon or (B) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a Program involving transferability of specific Environmental Attributes, and (v) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

"**Export Rate**" shall mean the monetary value given to monthly Net Excess Generation for Netting Tariff systems. This is the currently applicable Retail Rate inclusive of Standard Service energy supply charges.

"Hybrid Project" shall mean Projects that include those which are split between rooftops and ground-mounted systems, including carports and solar canopies.

"In-Service Date" shall mean the Approval to Energize date listed on the EDC issued Approval to Energize letter to the System Owner.

"Landfill" means any property that is listed on the Closed Landfills list, though this list is not intended to be exhaustive or an acknowledgement of ideal properties for renewable energy development.

"LREC/ZREC Program" shall have the meaning as outlined in Conn. Gen. Stat. Sections 16-244r, 16-244s, and 16-244t.

"LREC/ZREC Project" shall mean a renewable energy Project capable of producing Renewable Energy Credits from low emission or zero emission Projects ("LRECs or ZRECs") which were

selected under any of the procurements as defined under Conn. Gen. Stat. Sections 16-244r, 16-244s, and 16-244t.

"Microgrid" shall mean a Microgrid as defined in Conn. Gen. Stat. Section 16-243y.

"Municipal Customer" shall mean a retail end user of electric service located in the service territory of the EDC that is a Municipality.

"MW" shall mean megawatt.

"Nameplate Capacity" is defined as the aggregate nameplate rating (stated in kW AC) of all renewable generation at the Project Site.

"Netting Tariff" shall have the meaning set forth in Section 3.2.10. hereof.

"New" or "New Project" shall mean that the Project for which the Bid is being submitted received Approval to Energize after the solicitation to which it is applying.

"**New Construction Project**" shall mean a project that will generate energy for new separately metered onsite consumption and/or a Project that shall be associated with a new electric account that has not received service as of the date of Bid submission.[2,3]

"Ombudsperson" shall mean an independent consultant directed by PURA to efficiently resolve disputes with the electric distribution companies (EDCs) and review and approve extension requests beyond the three-year in-service time period.

"Owner of the Project Site" shall mean the legal owner of the Project Site.

"Parcel" shall mean the clearly defined property boundaries registered with the local municipality before January 1 of the year of the solicitation.

"Performance Assurance" shall mean collateral in the form of cash, or other security as may be acceptable to the EDC in its sole discretion. Cash collateral held by the EDC shall not earn interest. In addition, Performance Assurance shall be deemed, for all legal purposes, to mean adequate assurance as such term is used in the Uniform Commercial Code ("UCC") and the Bankruptcy Code and amendments thereto. The parties specifically recognize that the use of Performance Assurance throughout the term of the Tariff Agreement applicable to the selected Project shall not limit any legal right, action or remedy that would have otherwise been available to the aggrieved party under either the UCC or Bankruptcy Code.

"Production Meter" shall mean a meter installed and owned by the EDC that measures the output from a Project prior to any netting of Customer load.

"Program" shall mean the required rules and processes for the solicitation and selection of Projects eligible pursuant to subparagraphs (A) and (B) of Section 3(a)(2) of Public Act 19-35, Section 1 of Public Act 22-14, and Section 25 of Public Act 23-102, and Section 9 of Public Act 25-173, An Act Concerning Energy Affordability, Access, and Accountability.

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[2] An Owner of the Project Site who is not the Customer of Record may submit a Bid as a New Construction Project under the Buy-All Tariff.

[3] If the NRES project is submitted with an existing account number, the same account number must be used in the Distributed Generation ("DG") Interconnection Application and/or for the new service request for the Buy-All production meter. New Construction projects should not include an account number in the DG Interconnection Application and/or for the new service request for the Buy-All production meter.

"Project" shall mean a distributed renewable generation system that qualifies for and is eligible under Section 3 of Public Act 19-35, Section 1 of Public Act 22-14, and Section 25 of Public Act 23-102, and Section 9 of Public Act 25-173, An Act Concerning Energy Affordability, Access, and Accountability that has been offered into an EDC solicitation, selected by the EDC, and approved by PURA to receive compensation from the EDC for energy and Renewable Energy Credits produced and delivered to the EDC.

"Project Site" shall mean the location of a distributed renewable generation system that qualifies for and is eligible under these Rules, is located on either the same premises as the Customer or, for eligible SAM Customers, premises where the Customer Host has rights to develop a Project, and is a single Parcel of land consistent with Parcel boundaries that existed as of January 1 of the solicitation year.

"PURA" or "Authority" shall mean the Connecticut Public Utilities Regulatory Authority and any predecessor or successor agency.

"Purchased Products" shall have the meaning set forth in Section 3.4 hereof.

"Renewable Energy Certificate" or "Renewable Energy Credit" or "REC" shall mean the certificates created to represent one Megawatt hour of production from a Connecticut Class I renewable generation facility.

"Residential Customer" shall mean a Customer of a single-family dwelling, a multifamily dwelling consisting of two to four units, or a multifamily dwelling consisting of five or more units, provided in the case of a multifamily dwelling consisting of five or more units, (i) not less than sixty per cent of the units of the multifamily dwelling are occupied by persons and families with income that is not more than sixty per cent of the area median income for the municipality in which it is located, as determined by the United States Department of Housing and Urban Development, or (ii) such multifamily dwelling is determined to be affordable housing by the Public Utilities Regulatory Authority in consultation with the Department of Energy and Environmental Protection, Department of Housing, Connecticut Green Bank, Connecticut Housing Finance Authority and United States Department of Housing and Urban Development.

"**Retail Rate**" shall mean the total electric rate, based on kilowatt-hours, at which the Customer will purchase all energy from the applicable EDC.

"Revenue Meter" shall mean the meter required under the Customer's applicable general service rate schedule.

"Request for Proposals" or "RFP" shall mean the document(s) issued by the EDCs for the solicitation of Project Bids for the NRES Program.

"Rooftop Project" shall mean a solar generation Project with 100% of the Nameplate Capacity of the solar photovoltaic modules used for generating power installed on top of either 1) a single building rooftop, or 2) a set of rooftops served by the same Revenue Meter, at the Project Site owned by the commercial or industrial Customer (i.e., this does not include Customers on Residential Rate codes). A Rooftop Project shall not include a Solar Canopy or Solar Carport.

"**SAM Customer**" shall mean State Customers, Agricultural Customers, and Municipal Customers. The Customer Host must maintain the original SAM Designation (i.e., State, Agricultural, or Municipal) as designated at the time of Bid submission throughout the Tariff Term.

"**School Solar Category**" shall mean the NRES Program category established under Public Act No. 24-151§173, which is a state authorized initiative aimed at encouraging the installation of solar photovoltaic system and energy storage systems at public schools. This Program category is an extension of Connecticut's NRES and Energy Storage Solutions (ESS) programs. The annual 25MW cap for the school program offering will be incremental to the NRES Program's existing annual 100 MW cap. School Solar category projects may include solar-only, storage-only, or solar-plus-storage. Only the solar component of projects counts towards 25MW school category cap.

"**School Solar Pre-Application Checklist**" shall have the meaning set forth in Section 5.3.7 hereof.

"Shared Clean Energy Facility" or "**SCEF"** shall mean a Shared Clean Energy Facility as defined in Conn. Gen. Stat. Section 16-244x.

"Solar Canopy" or "Solar Canopies" or "Solar Carport" shall mean a solar generation Project where the alternating current (AC) Nameplate Capacity of a Project used for generating power is installed above a permeable and/or nonpermeable existing or new parking/driving area, pedestrian walkway, courtyard, canal, or other utilized surface that requires shade, which is installed in a manner that maintains the function of the area beneath the structure and continues to be used or available for use for such purposes for the term of Program participation.

"**Standard Service**" shall mean the electric generation services provided by the Company, on or after January 1, 2007, to any Customer who (a) does not arrange for or is not receiving electric generation services from an electric supplier, and (b) does not use a demand meter or has a maximum demand of less than five hundred kilowatts. The availability for this service shall be in accordance with the provisions set forth in the Company's Generation Services tariff, on file with PURA.

"State Customer" shall mean a retail end user of electric service located in the service territory of the EDC that belongs to any office, department, board, council, commission, institution, constituent unit of the state system of higher education, technical high school or other agency in the executive, legislative or judicial branches of state government of Connecticut.

"**System Owner**" shall mean any person or entity that, alone or in conjunction with others, has legal ownership of a Project. The System Owner may, but is not required to be, the Customer of Record.

"Tariff Agreement" shall mean the Non-Residential Renewable Energy Solutions Program Tariff Agreement for the Customer inclusive of the Non-Residential Renewable Energy Solutions Program Tariff, Terms and Conditions and all referenced attachments and appendices.

"**Tariff Payment Beneficiary**" shall mean an individual or entity designated by the Customer of Record to receive tariff-related payments. The Tariff Payment Beneficiary may, but is not required to be, the System Owner or the Customer of Record.

"Tariff Rate" shall mean the Project-specific rate(s) approved by PURA. The Tariff Rate may include separate pricing for energy and Environmental Attributes under the Netting Tariff structure.

"Tranche Year" means the year of the solicitation in which a Project is selected by the EDC and approved by PURA.

3. TARIFF STRUCTURE AND PAYMENTS

3.1. **Tariff Structure**

3.1.1. The provisions for service, rates and other terms and conditions applicable to Customer's zero-emission Projects and low-emission Projects will be established in the form of a Rider and a Tariff Agreement developed by the EDCs and submitted for review and approval by PURA. Service to Customers under this Rider structure shall be provided under their applicable general service rate schedule.

3.1.2. The Rider will include provisions for the following:

3.1.2.1. The EDC Purchase Commitments and procurement rules contained in this Program Manual, as approved and amended by PURA.

3.1.2.2. Common terms and conditions of service for Projects selected by the EDCs and approved by PURA that provide a detailed description of Customer and EDC obligations for selected Projects.

3.1.2.3. Service Qualifications, which includes documenting demonstrated fulfillment of Customer and EDC obligations.

3.1.3. The Tariff Agreement will provide the Project the selected details including the PURA approved Purchase Price, Project location, and other related and required information.

3.1.4. Customers enrolled in the Non-Residential Solar Tariff Rider whose term has expired may be eligible to be compensated for energy exported to the distribution system through the Company's purchased power tariff, (UI Rate SG2, or Eversource Rate 980) or its successor, if available. The Company is not under any obligation to purchase RECs after the Tariff Term from the Projects.

3.2. **Compensation Structures**

3.2.1. The Compensation Structure will be selected at the time of Bid submission and cannot be modified once selected, either before or after the system receives Approval to Energize from the utility.

3.2.2. Certain customers are only eligible to participate in the Buy-All Compensation Structure. These include:

3.2.2.1. A customer of record with existing net metering rights pursuant to Conn. Gen. Stat. Section 16-243h, as amended by Section 1 of Public Act 19-35 who is not installing an Add-On System.[4]

3.2.3. Customers with oversized Rooftop Projects shall only qualify for the Buy-All Compensation Structure for any generation associated with such Project. Rooftop Projects can qualify for the Netting Compensation Structure, so long as they are

[4] A Customer with existing net metering rights already has the benefit of netting, and the EDCs cannot implement dual netting structures behind a single Revenue Meter unless the existing net metering system is converted to the NRES Netting Tariff in accordance with Section 3.2.10.5.

appropriately sized to load as demonstrated by the proof of historical or anticipated load which must be provided during Bid Submission.

3.2.4. Customers are eligible to receive monetary (i.e., dollars, not kWh) credits on their electric bill and/or applicable direct cash payments for generation through either compensation structure. Any monetary bill credits applied to an on-site account or, in the case of State, Agricultural, or Municipal Projects, to any Beneficial Accounts, will be applied on a monthly basis. All other direct cash compensation will be provided on a quarterly basis.

3.2.5. The EDCs will provide for monetary crediting in the form of bill credits ("Beneficial Account Credits") to Beneficial Accounts of projects hosted by eligible State, Agricultural and Municipal customers. The EDCs will allow the Customer Host to determine the allocation percentages for each of the Beneficial Accounts by providing the required information to the respective EDC via the Beneficial Account Credit Allocation Form ("BACAF"). To be eligible as Beneficial Accounts, accounts must meet all requirements set forth in Public Act 19-35. For non-state or non-municipal Critical Facilities to be designated as Beneficial Accounts, they must be physically connected to the same Microgrid as the Customer Host.[5]

3.2.5.1. Each Customer Host shall set credit allocation percentages for Beneficial Accounts, and each Beneficial Account shall set credit allocation percentages for each eligible individually numbered account, which may be reapportioned on an annual basis subject to a fee of $250. For further details on the Beneficial Account allocation process, see Appendix C - Beneficial Account Allocation Guidelines.

3.2.6. Monetary bill credits remaining on customer bills shall roll over until the end of the 20-year term. Customers may receive an On-Bill Credit Cash Out payment for any accrued Monetary Bill credits at the end of the 20-year term. Such credits shall also be transferable in the event that the Customer of Record changes at the Project Site.

3.2.7. Any direct cash payments a customer is eligible to receive may be assigned to a Tariff Payment Beneficiary. The Customer of Record must certify and approve any payments to be made to a Tariff Payment Beneficiary. If the Customer of Record chooses to redesignate the Tariff Payment Beneficiary at any time after the Project has executed a Tariff Agreement, a fee of $22 may be charged each time such request is made.

3.2.8. The EDCs will provide all Customers of Record who have received cash payments, including an On-Bill Credit Cash Out, of $600 or more in a calendar year with a 1099 tax form.

3.2.9. **Buy-All**: Under the Buy-All Compensation Structure, the EDC will compensate the Customer or the Tariff Payment Beneficiary, as applicable at a fixed per kWh

[5] Refer to the Appendix C - Beneficial Account Credit Allocation Guideline for further guidance regarding re-designation of Beneficial Accounts.

volumetric rate for all energy, RECs, and Environmental Attributes produced by the Project. There is no separate rate for RECs and Environmental Attributes.

3.2.9.1. A set percentage of the total compensation rate, up to 100 percent, may be assigned to a Tariff Payment Beneficiary and such percentage may be modified throughout the Tariff Term subject to Section 3.2.7 hereof. If a Bidder elects to provide direct cash payments to a Tariff Payment Beneficiary, the Bidder must clearly identify the percentage of total compensation to be paid to a Tariff Payment Beneficiary. Any remaining compensation shall be applied to the Customer of Record's account in the form of monetary credits.

3.2.10. **Netting Tariff:** Under the Netting Tariff structure, the EDC will compensate the Customer based on a two-part Tariff Rate. The two-part rate will consist of an Export Rate, and a REC and Environmental Attribute ("REC") rate.

3.2.10.1. The EDC will purchase energy exported to the electric grid and not consumed on-site ("Net Excess Generation") calculated monthly. The amount of energy on a per kWh basis sold to the Company shall be compared to the amount of energy purchased from the Company. If the amount of energy sold to the Company exceeds the amount of energy purchased from the Company, the monthly net kWh delivered to the distribution system shall be calculated as the difference between the amount of energy sold to the Company minus the amount of energy purchased from the Company. If the amount of energy purchased from the Company exceeds the amount of energy sold to the Company, the monthly net kWh consumption shall be calculated as the difference between the amount of energy purchased from the Company minus the amount of energy sold to the Company.

3.2.10.2. Monetary On-Bill Credits are calculated based on a Customer's monthly Net Excess Generation multiplied by the Customer's current Retail Rate inclusive of Standard Service supply rates. Excess Monetary On-Bill Credits appearing on a Customer's bill will carry forward from month to month and can be used to offset Customer, supply, and delivery charges.

3.2.10.3. The Customer will pay the EDC for any monthly net kWh consumption during the billing period at the applicable EDC Retail Rate.

3.2.10.4. The Customer or the Tariff Payment Beneficiary, as applicable, will receive direct cash payment for the RECs and Environmental Attributes of the total kWh of generation produced by the Project at the REC rate as measured at the Production Meter.

3.2.10.5. Customers with an existing project currently enrolled in the respective Companies' Net Metering Tariff may qualify for the Netting Tariff for any generation associated with such Project. If an Add-On System is proposed behind a Revenue Meter associated with a project enrolled, or planning to be enrolled, on the respective Companies' Net Metering Tariff, the following applies:

3.2.10.5.1. The Add-On system must be electrically separate from the existing renewable energy system(s) and requires a separate application for interconnection.

3.2.10.5.2. Monetary On-Bill Credits: In applying for the NRES Netting incentive structure for an Add-On System, the Customer agrees to discontinue service under the Class I Renewable Net Energy Billing tariff (Rider N or Rider NEC1), if applicable, following receipt of the Approval to Energize for the Add-On System. Upon discontinuing Rider N or Rider NEC1 service, any existing kWh credit bank will be cashed out to the customer of record and the account will be enrolled in the Connecticut Non-Residential Renewable Energy Solutions Rider. Once enrolled, all net excess generation from both systems, as recorded at the revenue meter, will be credited per the Connecticut Non-Residential Renewable Energy Solutions Rider. In accordance with the Connecticut Non-Residential Energy Solutions Rider, Monetary On-Bill Credits can only be cashed out upon closure of the billing account or at the end of the twenty-year tariff term.

3.2.10.5.3. REC Payments: The EDC will purchase all RECs generated by an Add-On System as measured by the system's Production Meter at the applicable REC Incentive Rate. No changes will be made to the existing system regarding payments for RECs.

3.2.10.5.4. Metering: The Add-On System must be installed behind the same Revenue Meter as the existing net metering project and must install a separate NRES Production Meter in accordance with all NRES requirements. Both the existing system and Add-On System will be interconnected behind the Customer's Revenue meter and load such that system production first serves onsite load and any generation in excess of customer load is exported to the EDC's grid through a bi-directional meter. At the time of interconnection, unless otherwise authorized by the EDC, the EDC will install a Production Meter that will exclusively measure the output of the Add-On System and will be located behind the Customer's Revenue Meter. The EDC will not install any additional Production Metering equipment for the existing system. This Production Meter will measure both the production from the Add-On System and any parasitic load associated with the Add-On System. The monthly net value of any reads on the generation and consumption meter channels will be the basis for calculation of REC Payment Incentives, if applicable. The System Owner will be responsible for costs associated with the procurement and installation of any system's Production Meter. Customers and their developer are responsible for ensuring that Production Meters exclusively report the production of the Add-On System and do not measure production from any existing system. Customers and their developers are responsible for configuring system wiring to ensure generation from Add-On Systems is not reported to any other entity for the purposes of generating RECs (i.e., double counting). Failure to meet these requirements may result in an EDC withholding REC payments and/or termination of the Project's eligibility under the Tariff.

3.3. **Tariff Rates (Pricing)**

3.3.1. **Pricing for Large and Medium Zero Emission Projects**: Tariff pricing for Large and Medium Zero Emission Projects will be based on competitive bidding within the Project size tiers set forth in Section 3 hereof. Each Project will have its own Tariff Rate based on its accepted Bid, as approved by PURA. Tariff Rates will be applied in accordance with §16-244z of the Connecticut General Statutes and will be based on a cents per kWh calculation of the Tariff Rate multiplied by the applicable metered kWh.

3.3.2. **Pricing for Small Zero Emission Projects**: Tariff pricing for Small Zero Emission Projects will be administratively set on an annual basis and approved by PURA as noted in the applicable RFP. Tariff Rates will be applied in accordance with §16-244z of the Connecticut General Statutes and will be based on a cents per kWh calculation of the Tariff Rate multiplied by the applicable metered kWh.

3.3.3. **Pricing for School Solar Projects**: Tariff Pricing for School Solar Projects will be administratively set on an annual basis and approved by PURA as noted in the applicable RFP. Tariff rates will be the same as the Medium Zero Emission category and will be based on a cents per kWh calculation of the Tariff Rate multiplied by the applicable metered kWh.

3.3.4. **Price Cap**: For each Procurement Year, PURA will establish a price cap for competitive bidding. The price cap may be different for each competitive bidding class/size tier, and for each EDC service territory.

3.3.5. For Year 5, the Buy-All Price Caps for each Project Size Category are outlined below:

NRES Buy-All Bid Price Caps		
Category	Price Cap	Price Cap for 100% Solar Canopy/Solar Carport Projects ONLY
Small Zero Emission	$250.42/MWh	N/A
Medium Zero Emission	$236.74/MWh	$338.20/MWh
Large Zero Emission	$182.94/MWh	$261.34/MWh
School Solar	$236.74/MWh	$307.76/MWh

The Netting Bid Price Caps for each Project Size Category and Retail Rate can be calculated using the following formula ensuring that the Net Present Value (NPV) Retail Rate used in said formula is the one from the recent version of the Bid Price Calculator filed in Docket 25-08-03 (reference Section 1.4 of the Year 5 RFP for the full list of Netting Bid Price Caps):

Buy-All Bid Price Cap - NPV Retail Rate ($/MWh) = Netting Bid Price Cap ($/REC)[6]

For Years 3 – 6, the price cap shall be adjusted based on the prior year's solicitation results, adjusting for known market changes, as approved by PURA.

3.4. **Purchased Products**

3.4.1. By participating in the Program, the Customer (or Project owner if other than the Customer) transfers to the EDC all rights and claims to RECs and Environmental Attributes that have monetary value, including without limitation RECs and marketable emissions offsets.

3.4.1.1. The EDC shall retain the sole right to register any RECs and/or Environmental Attributes and be compensated for the same.

The EDC shall take title to all energy delivered to the distribution system by the Customer, all available capacity rights and to all Environmental Attributes at the time of production.

4. ELIGIBILITY REQUIREMENTS

4.1. **Customer Eligibility Criteria**

4.1.1. Eligible Customers must be a current or future[7] Customer of Record of the EDC to which they are applying, and Qualified Projects must be located on the Customer of Record's premises, or, for eligible SAM Customers, premises where the Customer Host has rights to develop a Project. The Project shall always be linked to the Customer of Record at the Project Site, and eligibility for payments under the Tariff shall transfer from one Customer of Record to the new Customer of Record in situations where the original Customer of Record changes at the Project Site.

4.1.2. Customers are eligible to submit only one Netting Bid per technology or one Netting Bid for a Project that uses a combination of technologies (i.e., a wind turbine that has associated solar panels) at any Revenue Meter during any single respective solicitation.

4.1.3. Customers are eligible to submit only one Buy-all Bid per technology or one Buy-All Bid for a Project that uses a combination of technologies (i.e., a wind turbine that has associated solar panels) at any Parcel or contiguous Parcels under common ownership during any single respective solicitation.

4.1.4. Eligible Customers may not propose the same class of technology at the same Project Site which was selected under this Program, the SCEF Program, or the LREC/ZREC Program with an agreement that was in effect prior to the submission of a Bid under a particular procurement year for this Program, except under any of the following conditions:

[6] In the situation where Netting Bid Price Cap would be less than $0, Bidders should treat the Netting Bid Price Cap as $0.

[7] Eligible future customers must be the Customer of the New Construction Project

4.1.4.1. The existing Project is in-service.

4.1.4.2. A one-year calendar period has expired following termination of the previously existing Tariff Agreement.

4.1.4.3. For Netting projects, the new Project is submitted by the same Project developer on the same Parcel or contiguous Parcel(s) of land under common ownership but interconnects behind a different Revenue Meter than that associated with the existing Tariff Agreement (i.e., Virtual Net Metering, LREC/ZREC, SCEF, or Non-Residential Renewable Energy Solutions Program).

This exception is intended to allow for Bids from multiple Netting Projects that would serve load separate and distinct from the load served by any existing Projects, such as load behind a separate existing Revenue Meter or New Construction Projects. Bids found to be serving the same load as an existing Project may be subject to removal from the Program and forfeit any Performance Assurance or other payments.

This explicitly allows New Construction Projects, proposed to be built behind new load, to which the Project is appropriately sized according to Sections III.D.1. and Section III.D.2. of PURA's June 30, 2021 Decision in Docket No. 20-07-01 and meet all other Program requirements, to Bid into the same or future auction of other Projects selected on the same Parcel of land.

4.1.4.4 For Rooftop Buy-All projects constructed on physically separate rooftops on the same Parcel, one Bid per building rooftop will be allowed in a single respective solicitation.

4.1.5. Any subdivision of Parcels must be recorded on the land records of the municipality in which such Parcel is located prior to January 1 of the year of the solicitation. If multiple Bids are received for a Parcel of land that was not subdivided before January 1 of the year of the solicitation to which the Bidder is responding, or for which a subdivision was not recorded with the municipality in which such Parcel is located prior to January 1 of the year of the solicitation, only the lowest priced Bid, meeting the above requirements, will be eligible and all other Bids will be disqualified.

4.2. **System Sizing Requirements**

4.2.1. The total generation[8] of Customer Projects that are not Rooftop Buy-All Projects cannot exceed the highest consecutive 12 months of kWh load of the Customer, net of any existing generation, over the five years prior to the date of Bid submission plus eligible adjustments to load for electrification or removal of onsite generation.

[8] The EDCs will apply a standard calculation using a capacity factor of no less than 15% for solar Projects in order to accurately and equitably verify that expected annual production does not exceed historical load. The calculation will be as follows: Installed Capacity (kW AC) x 8760 hours x Capacity Factor. For example, 50 kW AC x 8760 x 15% =65,700 kWh/year. The EDCs may consider alternative capacity factors for projects that have lower production estimates due to project's solar panels orientation or shading, when supported by calculations from a Connecticut Licensed Professional Engineer. The EDCs will review requests for alternative capacity factors on a project-by-project basis and reserve the right to disqualify Bids that do not adhere to Program rules.

The highest consecutive 12 months of kWh load shall be measured by the Customer's individual electric meter or a set of electric meters at a Project Site, when such meters are already combined for billing purposes at the time of Bid submission, as determined by the EDC providing service to the Customer.

4.2.1.1. All Bids must submit load information for the meter(s) associated with the Project.[9]

4.2.2. Eligible combinations of meters to determine site load for Projects participating in the Buy-All Tariff include a set of meters on the same Parcel or contiguous Parcels that have the same building or landowner, and customers that are not currently sub-metered.

4.2.3. The maximum total generation of Customer projects for State, Agricultural and Municipal Customers may also include the load of up to five State, Agricultural, or Municipal Beneficial Accounts identified by the Customer and up to five Nonstate or Municipal Beneficial Accounts identified by the Customer that are Critical Facilities, and are connected to a Microgrid. State, Agricultural, or Municipal Projects are not required to be constructed on Project Sites that have existing or future electric load[10].

4.2.3.1. The percentage of each Beneficial Account's load that will be used to support the Project size must be identified during Bid submission.[11]

4.2.3.1.1. The EDCs will perform the load analysis review during eligibility screening for the given NRES RFP Bid submission and will consider current loads associated with the Beneficial Accounts for a given SAM Project Bid.

4.2.4. The maximum total generation of Customer projects may include a reasonable approximation of the annual load attributable to transportation electrification (i.e., electric vehicles) and/or fuel switching (i.e., air source heat pumps) at a Project site and/or exclude existing generation that is expected to be removed from a Project Site.

4.2.4.1. A Connecticut Licensed Professional Engineer must certify the load expected to materialize over the five years following Bid submission that is attributable to transportation electrification, fuel switching, and/or the removal of existing generation. A completed Professional Engineer Certification Form, available within the corresponding RFP on the EDCs' respective websites, must be submitted along with the Connecticut Licensed Professional Engineer calculation.

[9] Rooftop Buy-All Projects are not required to be sized to load but must submit load information.

[10] Refer to the Appendix C - Beneficial Account Credit Allocation Guidelines for further guidance regarding re-designation of Beneficial Accounts.

[11] Reference the Final Decision dated November 6, 2024 in Docket No. 24-08-03.

4.2.4.2. If expected load adjustments do not materialize within five years of the In-Service date, a Project's compensation under the Tariff will be reduced proportionally to the unrealized load[12].

4.2.4.3. A Customer may reduce the size of a proposed system prior to the In-Service date if expected load adjustments are revised. Such customer shall receive compensation for energy and RECs generated from the reduced-size project after the In-Service Date, and such reduced Megawatts shall be treated as allocated, but unused, and will be reallocated to the next open Program solicitation.

4.2.5. For New Construction Projects that are not for SAM Customers sizing the Project to the load of Beneficial Accounts, or Rooftop Buy-All Projects, a Connecticut Licensed Professional Engineer must certify the anticipated Customer load at the Project Site, and how such Project shall be sized so as not to exceed such anticipated Customer load at the Project Site.

4.3. **System Eligibility Criteria**

4.3.1. Eligible Zero Emission Projects shall be less than or equal to five (5) MW (AC) in size and qualify as a Class I renewable energy source under Conn. Gen. Stat. Section 16-1(a)(20), as amended by Section 1 of Public Act 22-14 and Section 9 of Public Act 25-173.

4.3.2. Each Project must be located at a Project Site and be interconnected at or behind the EDC's Delivery Point. All Buy-All Projects interconnect directly to the grid, otherwise referred to as "front-of-the-meter" or "standalone." All Buy-All Projects will have an associated EDC Buy-All Production Meter. Any Add-On System proposed behind the same Revenue Meter as an existing net metering project must have a separately metered Production Meter. Projects intending to allocate to Beneficial Accounts may be sited on properties that do not have existing or future anticipated load.

4.3.3. Projects must seek and gain approval to interconnect to the EDC's distribution system to which such system is interconnecting through the standard EDC interconnection process and be metered by that EDC. Projects must meet Distribution Company Guidelines for Interconnection ("Guidelines") as approved by PURA. The interconnection process is separate and distinct from the Program.

4.3.4. Projects may not receive or seek to receive both funding from this Program and/or also receive(d) any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program[13], (e) any other Public Act 19-35 tariffs, (f) any other

[12] For Buy-All Projects, this will result in a reduction in total compensation, and for Netting Projects, this will result in a reduction in the compensation for the RECs generated by the Project.

[13] Projects in the VNM queue or waiting list that have yet to reach commercial operation may submit the same Project into the Non-Residential Renewable Energy Solutions Program so long as the Project is withdrawn from the

Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs"). Specifically, a Project which receives, or entered into a contract to receive, funding, grants or rebates under any one or more of the Other Programs may not also participate in this Program for the same Project. This prohibition does not include (x) Projects that receive(d) incentives for battery storage from the CT Green Bank established through Public Act 21-53, (y) Projects that receive(d) only predevelopment and/or feasibility funding from the CT Green Bank or any of its predecessors, or (z) Projects that receive(d) only financing in accordance with Section 99 of Conn. Gen. Stat. 244(r) through CEFIA. Any EDC may consult with the CT Green Bank, PURA and/or DEEP regarding the eligibility of each selected Project, or any Project that receives incentives for storage that may be co-located with a qualified Project, as long as such incentive is not associated with the purchase of the Project's energy, capacity or renewable attributes associated with a storage Project.

4.3.5. Projects that are or will be located at Residential Renewable Energy Solutions ("RRES") Program eligible Project Sites, or multifamily affordable housing projects that qualify for the RRES Program, shall not be eligible to participate in the solicitations outlined herein.

4.3.5.1. Any Project that does not qualify for the Residential Renewable Energy Solutions Program for any reason, including Projects with capacity larger than 25 kW but smaller than or equal to 200 kW, shall be eligible for the Small Zero Emission category.

4.3.6. Projects must receive Approval to Energize after the solicitation to which the Customer is responding. For facilities constructed prior to the solicitation to which the Customer is responding, which have been uprated with new production equipment (e.g., new solar panels, turbines) installed after the solicitation to which the Customer is responding, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated pursuant to the rules set forth in this Program Manual.

4.4. **Bid Eligibility Requirements**

4.4.1. Bidder must submit a complete Bid to the EDC in whose territory the Project is located (either Eversource or UI) in accordance with the RFP to which the Bidder is responding. Projects physically located outside of the applicable EDC's service territory are ineligible.

4.4.1.1. For Projects located on Parcels in contiguous towns that are in different EDC service territories, Projects shall submit Bids to the EDC in which the Project proposes to interconnect.

appropriate VNM list prior to the applicable RFP Issue date. Importantly, however, if the VNM Project in question has also sought compensation under the LREC/ZREC Program, such Project would be subject to the rules detailed in Section 3.1.3 hereof.)

4.4.2. Bids for Large and Medium Zero Emission categories must include binding offer prices in the format specified in the applicable RFP that are applicable to each of the twenty (20) years of the Tariff, subject to the Program pricing caps.

4.4.3. Bidder must either be a Customer of Record at the Project Site, the Owner of the Project Site with consent of the Customer of Record at the Project Site, or a developer authorized by the Customer of Record and the Owner of the Project Site.

4.4.4. Site control must be evidenced to the EDC at the time of Bid submission by submission of the Bid Certification Form inclusive of documentation proving site control, such as but not limited to: Warranty Deed, Quit Claim Deed, Executor's Deed, Trustee's Deed, or any other valid proof of ownership, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site regarding the right to develop the Project. For Projects where the SAM Customer Host is not the Owner of the Project Site, the Owner of the Project Site must attest that the SAM Customer Host: 1) has control of the Project Site or an unconditional right to obtain site control, 2) has authorized the Bidder, if different than the Customer Host, to submit a NRES Bid for the Project Site, and 3) is authorized to participate in the NRES Program for the entire 20-year Tariff Term should the Bid be selected.

4.4.4.1. For Bids where the SAM Customer Host is not the Owner of the Project Site, if the EDCs determine that the SAM Customer Host does not have control of the Project Site, or an unconditional right granted by the Owner of the Project Site to acquire such control by the start of the Tariff Term, at any point during the solicitation process or Tariff Term, the SAM Customer Host may be removed from the Program and the Tariff Agreement may be terminated by the respective EDC.

4.4.5. Bidder and/or Customer must certify that it understands and affirms the requirements, and terms and conditions of the applicable Tariff/this Program and accepts such Tariff without modification.

4.4.6. Bidder must submit both the Non-Refundable Bid Fee and Performance Assurance in accordance with the RFP at the time of Bid Submission.

4.4.7. Any Project that does not qualify for the Residential Renewable Energy Solutions ("RRES") Program for any reason must upload a copy of an email from the RRES team indicating that the project does not qualify for the RRES program and the reason why as a required document in the Bid submission process.

4.4.8. Agricultural Customers are required to submit proof of Agricultural status with their Bid.

4.4.8.1. The Customer shall provide one year of tax returns with a Schedule F, a farmer's tax exemption permit, and a NAICS classification code beginning with an 11. These requirements may be fulfilled with documentation that was valid at any point in the last three years.

4.4.9. For zero emission resources, the following criteria pursuant to §16-244z of the Connecticut General Statutes apply:

4.4.9.1. The Customer shall own or develop such New Project on a Customer's own premises, or, for eligible SAM Customers, premises where the Customer Host has rights to develop a Project.

4.4.9.2. The Project shall be less than or equal to five (5) MW (AC) in size.

4.4.9.3. The Project shall be located in the soliciting EDC's service territory.

4.4.9.4. The Project shall receive Approval to Energize after the solicitation in which the Customer is bidding.

4.4.9.5. The Project must qualify as a Class I renewable energy source under Conn. Gen. Stat. Sec. 16-1(a)(20) as amended by Section 1 of Public Act 22-14 and Section 9 of Public Act 25-173.

4.4.9.6. The Project shall emit no pollutants.

5. SOLICITATION RULES AND PROCESS

5.1. Pursuant to §16-244z of the Connecticut General Statutes, the EDCs are required to make annual filings to seek PURA approval of Projects selected through the following approved solicitation process. The annual filings made by each EDC for each Tranche Year shall be made following completion of solicitations in accordance with the Orders in PURA's June 30, 2021 Decision in Docket No. 20-07-01 and/or the annual review docket as applicable.

5.2 **Process Overview**

5.2.1 The EDCs will procure zero emission technology Projects in four (4) categories:

5.2.1.1 Projects less than or equal to 200 kW ("Small");

5.2.1.2 Projects over 200 kW, but less than 1,000 kW ("Medium");

5.2.1.3 Projects equal to or greater than 1,000 kW, but less than or equal to 5,000 kW ("Large"); and

5.2.1.4 Projects for public school Customers less than or equal to 5,000 kW ("School Solar")

5.2.2 Beginning in Year 5, NRES Program selections shall be limited by a budgetary cap in addition to statutory capacity allocations.

5.2.2.1 Each EDC shall select projects in each size category with estimated total annual compensation up to the total estimate annual compensation for projects selected for the applicable size category and EDC service territory in calendar year 2024, or up to the annual statutory MW allocation, whichever is reached first.

5.2.2.2 For project categories that were not fully subscribed in 2024, the budget cap may be adjusted to include estimated annual production for unallocated MW multiplied by the applicable 2024 price cap.

5.2.2.3 If the annual value of an EDC's total selected NRES projects in 2026 falls below the total budget allocated to that EDC for any category, the remaining uncommitted funds shall roll over and be available for use in the final NRES Program procurement in 2027.

Table 1: Capacity Allocations Years 5 – 6[14]

Category	Project Size (AC)	Total MW/ Procurement Year	Eversource MW/Year	UI MW/Year
Small Zero Emission Projects	≤ 200 kW	30.0	24.0	6.0
Medium Zero Emission Projects	>200 kW < 1,000 kW	33.0	25.0	8.0
Large Zero Emission Projects	≥ 1,000 kW ≤ 5,000 kW	37.0	31.0	6.0
School Solar Projects	≤ 5,000 kW	25.0	20.0	5.0
Total Zero Emission Projects	-	125.0	100.0	25.0

Table 2: Budget Caps Year 5

Size Category	Eversource Annual Budget Cap	UI Annual Budget Cap
Small Zero Emission	$6,493,171	$1,900,899
Medium Zero Emission	$5,121,083	$2,250,672
Large Zero Emission[15]	$6,726,804	$2,249,166

5.2.3. In years 5-6, for the Small Zero Emission category, the EDCs will issue two solicitations, one in February and one in August of each of the years of procurement. The first solicitation will be issued in February for 100% of the available capacity or budget and will include one round of Project selection only. The second solicitation will be issued in August for any remaining capacity or budget in the Small Zero Emission category from the February solicitation, if applicable, and will include two rounds of Project selection only.

5.2.3.1. For Projects participating in the Small Zero Emission category, the Tariff Rate shall be administratively set on an annual basis and approved by PURA as noted in the applicable RFP.

5.2.3.2. The solicitations for Small Zero Emission Projects will occur in the following manner: (1) if capacity is reached via Bids submitted during the Two-Week Window, selection is based on a lottery, and (2) if capacity is

[14] These allocations are subject to change on an annual basis in accordance with Section 5 hereof.

[15] The budget for Low Emission projects selected in 2024 was added to the Large Zero Emission budget cap.

not reached during the Two-Week Window, all eligible Projects submitted during the window are selected, and subsequent to the window, eligible projects are selected on a rolling, first-come first-served basis.

5.2.3.2.1. Bids not selected will either be notified that they have not been selected or placed in a standby queue in accordance with the Small Zero Emission Project Selection sections hereof.

5.2.4. In years 5-6, for the Medium and Large Zero Emission categories, the EDCs will issue two solicitations, one in February and one in August of each of the years of procurement. The first solicitation will be issued in February for 100% of the available capacity or budget and will include one round of Project selection only. The second solicitation will be issued in August for any remaining capacity or budget in each category from the February solicitation, if applicable, and will include two rounds of Project selection only.

5.2.5. All Bids in each EDC's standby queue will expire on the date when the results of each EDC's interim or final procurement for the Non-Residential Renewable Energy Solutions Program are approved by PURA.

5.2.6. Bids submitted for Projects in the Medium and Large Zero Emission categories will be subject to the annual price cap as determined by PURA.

5.2.7. Each EDC will separately submit selected Projects to PURA for approval.

5.2.7.1. Each EDC shall submit the results of the February solicitation upon completion, requesting the Authority to issue an interim approval of the results. Each EDC shall file the solicitation results for the entire Program Year, inclusive of both February and August solicitations, no later than December 31 of the solicitation year. Both the results of the February and August solicitations shall be filed as motions for Authority review and approval in the prior year's Annual Review proceeding.

5.3. **Bid Evaluation**[16]

5.3.1. The evaluation and selection of Bids will be independently and separately performed by each EDC for Projects in their respective service territories.

5.3.2. During the course of Bid evaluation, the EDCs will determine whether Bids have curable errors which may be able to be corrected before the selection of Bids for the given solicitation. Curable errors can fall under two categories of human-caused and errors in communication. Bidders will subsequently have to provide evidence to the EDCs as to the cause of such errors, to ensure the accuracy and reliability of the cure process. Upon acknowledgement of such error(s), the EDCs shall provide a notice of deficiency to the Bidder, with a statement describing the reasons for the deficiency, in a timely manner to the proper contact(s) of the Bidder. Upon receipt

[16] Refer to Appendix A - Non-Residential Renewable Energy Tariff Guideline for Bid Price Comparison for further clarification including guidance on Negative REC Bids.

of such deficiencies, the Bidder shall have no more than five (5) business days to cure both human-caused and communication errors.

5.3.2.1. Human-caused errors will consequently be defined as any error that was unintentional in nature, including and not limited to, typographical errors, forgetting to attach a required document, missing or incomplete data or form entries, submitting an ineligible or incorrect data point or form, and submitting a form that cannot be opened or read.

5.3.2.2. Errors in communication will be defined as any error that was caused by incorrect, unclear, or inadequate information or communications from the EDCs.

5.3.3. The Bid evaluation will be performed using a mathematically equivalent basis for comparing Bids under the Buy-All structure to Bids under the Netting Tariff structure. The Bid comparison methodology is further described in Appendix A – Non-Residential Renewable Energy Solutions Program Bid Comparison Guidelines.

5.3.4. Bids in each size category except for Small Zero Emission Projects will be evaluated against other Bids within that size category regardless of the Compensation Structure selected.

5.3.5. For Small Zero Emission Projects, the EDCs will evaluate proposals on a first come, first served basis based on the date and time that Bids are received, subject to the availability of capacity and the "Two-Week Window" as described in Section 4.2.5.2 hereof.

5.3.6. For Large Zero Emission and Medium Zero Emission Projects, the EDCs will evaluate proposals based on fixed Bid prices considering any applicable Bid Preferences as determined by PURA. Valid Bid proposals will be ranked in order from lowest to highest evaluated price. EDCs will select Projects with the lowest unit price (after application of the mathematically equivalent basis as set forth in Section 5.3.3 hereof) proposals first and will continue as described in Section 5.2 hereof. Bids will have to include fixed pricing in $/MWh as set forth in the requirements of the applicable RFP, and all other information necessary for Bid evaluation as noted herein. The annual MW commitment will be based on the as-Bid size of the Project.

5.3.7. For School Solar Projects the EDCs will review applications as they are submitted, awarding Bids if the Project application, including the Pre-Application Checklist, is complete and meet all Program requirements, provided there is sufficient capacity within the 25MW capacity cap.

5.3.7.1. The Pre-Application Checklist outlines the Project milestones that must be completed before submitting an application for an NRES School Solar Project Bid. The Project's Interconnection Agreement must be fully executed before Bid submission. The Pre-Application Checklist can be found on the EDCs' respective NRES Program websites.

5.3.8. Projects may not be determined by the EDC to have been "split," or otherwise divided or arranged, into smaller Bids or separate Projects, and/or to qualify at a smaller size tier, and/or to qualify for different bid prices, and/or to allow a Project

over 5,000 kW, to qualify.[17] However, new generation added to a Project Site with existing generation facilities may qualify as set forth herein including under Sections 4.1.4 and 4.3.7 hereof. In such case, the total onsite generation may exceed these size limits as long as the total installed capacity enrolled in this Program does not.

5.3.9. Projects which are clearly split or staggered in any fashion in order to receive the Small Zero Emission Tariff Rate instead of competing in the Medium or Large Zero Emission categories, or in accordance with Section 5.3.8 hereof, shall be deemed ineligible at the sole discretion of the EDC. Any Bidder/developer/System Owner who submits a Bid or multiple Bids which violate(s) the splitting rule shall be disqualified and be subject to the following three-strike system for each successive violation:

5.3.9.1. First Strike: The Authority will be notified via a compliance letter regarding a developer's first violation or attempt to subvert these rules.

5.3.9.2. Second Strike: The Authority will be notified via a compliance letter regarding a developer's second violation or attempt to subvert these rules. Further, such Bidder/developer/System Owner shall be prohibited from submitting any Bids into the Program for one calendar year after such second offense.

5.3.9.3. Third Strike: The EDC will file a motion with the Authority to permanently bar such developer from further participation in the Program. The Authority will review, consider, and rule on such motion in due course.

5.3.10. To the extent that Bidder's Project qualifies for any or all of the Bid Preferences noted below and Bidder elects to claim such Bid Preference(s), Bidder is required to include an explanation with supporting description and/or documentation as necessary for each such Bid Preference at the time of Bid submission to the respective EDC via the Bid Preference Explanation and Description form. Small Zero Emission Projects shall not receive any Bid Preferences.

5.3.10.1. Projects built and wholly located on Landfills or Brownfields, as determined by the EDC in conjunction with DEEP, will result in the bid for that Project being discounted by twenty percent (20%). For example, a $100 Bid for a Project that is determined to be wholly located on a Landfill will be evaluated using a Bid price of $80; Bidder would still receive $100 under the Agreement if selected as a winning Bidder.

5.3.10.1.1. For Projects built on either Landfills or Brownfields to qualify for the Bid Preference, the Project must be wholly located on either a Landfill or Brownfield. However, if the size of the Landfill or Brownfield cannot accommodate the entire Project footprint, then the Project can still be eligible to receive the qualitative preference, provided at least 75% of the total Project footprint is within the Landfill or Brownfield, and the

[17] For example, the Bidder for a 4500 kW zero emission Project may not split that Project into two Projects, one for 4000 kW and one for 500 kW.

entire Landfill or Brownfield land that is legally and technically available for development is utilized.

5.3.10.2. Non-SAM Projects located in a Distressed Municipality, or SAM Projects with 100% of the State and/or Agricultural Beneficial Accounts located in Distressed Municipalities, or SAM Projects with 100% of the Municipal Beneficial Accounts located in Distressed Municipalities and owned by a Distressed Municipality or Beneficial Accounts owned by a Distressed Municipality which is also paying for the Beneficial Accounts' electric service, as determined by the EDC, will result in the Bid for that Project being discounted by twenty percent (20%).

5.3.10.3. Solar Canopy/Solar Carport Projects, as determined by the EDC, will result in the Bid for that Project being discounted by thirty percent (30%).

5.3.10.3.1. Hybrid Projects solely consisting of Rooftop Projects and Solar Canopy/Solar Carport Projects are eligible for this Bid Preference. Such Bid Preference will be applied as a weighted percentage of the Solar Canopy/Solar Carport capacity relative to the total system capacity.[18] Hybrid Projects do not qualify for the provision set forth in Section 5.3.10.3.2 hereof.

5.3.10.3.2. 100% Solar Canopy/Solar Carport Projects may bid above the price cap, so long as the evaluated Bid Price (i.e. the Bid Price multiplied by 70%) does not exceed the Price Cap for the given size category and/or Retail Rate. Buy-All price caps for 100% Solar Canopy/Solar Carport Projects are shown in Section 3.3.5 hereof.

5.3.11. No one Bid shall be eligible for multiple Bid Preferences (e.g., Projects located on a Landfill in a Distressed Municipality will receive a twenty percent (20%) Bid Preference).

5.3.12. The EDCs will use the fixed price evaluation[19] methodology to differentiate between Bids that meet threshold Project and Bid eligibility criteria as provided herein. Specifically, Bids will be assessed against the threshold criteria. Bids that meet all of the threshold criteria will be evaluated in a fixed price analysis of the price offered.

5.4. **Small Zero Emission Project Bid Selection – February RFP**

5.4.1. When the selection of a small zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid was not selected as the EDCs are only doing one round of selection.

5.4.2. If selecting the last Project in the category's queue would cause the EDC to exceed 100 percent of the category's annual capacity allocation (i.e., the MWs allocated to

[18] For example, if a 1000 kW Project will consist of a 400 kW Solar Canopy Project and a 600 kW Rooftop Project, the Hybrid Project would be eligible for 40% of the 30% Bid Preference resulting in a 12% Bid Preference.

[19] The fixed price evaluation will include the Bid Preferences as determined by PURA and an adjustment for either Buy-All or Netting Tariff bids to provide the mathematically equivalent evaluation methodology as set forth in Section 5.3.3 hereof.

the February solicitation), the EDC shall accept the full Project capacity, up to but not in excess of the category's total annual budget cap or statutory capacity allowance, whichever is reached first .

5.4.2.1. For purposes of clarification, if the last Project exceeds the total category's annual capacity, the Project will not be selected.

5.4.3. If either EDC has uncommitted MWs remaining in the small zero emission category after selection is completed, such MWs will roll into the small zero emission category for the August RFP.

5.4.4. Once an EDC selects one or more small zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).

5.4.5. If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

5.5. **Medium and Large Zero Emission Project Bid Selection – February RFP**

5.5.1. When the selection of a medium or large zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid was not selected as the EDCs are only doing one round of selection.

5.5.2. If selecting the last Project in each category's queue would cause the EDC to exceed 100 percent of the category's annual capacity allocation (i.e., the MWs allocated to the February solicitation), the EDC shall accept the full Project capacity, up to but not in excess of the category's total annual budget cap or statutory capacity allowance, whichever is reached first.

5.5.2.1. For purposes of clarification, if the last Project exceeds the total category's annual capacity, the Project will not be selected.

5.5.3. If either EDC has uncommitted MWs remaining in any of the categories after the single round of selection is completed, such MWs will roll into their respective category for the August RFP.

5.5.4. If multiple Projects within a category have identical evaluated Bid prices and the selection of all the identically priced Bids would exceed the targeted MWs, then the "stacking" of these Projects (for either Project selection or standby ranking purposes) will be performed using a random selection process.

5.5.5. Once an EDC selects one or more medium or large zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).

5.5.6. If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

5.5.7. After Bidders have been notified of Selection status, any Bidder whose Bid was not selected may request a refund of their Performance Assurance by emailing the NRES team for the appropriate EDC and requesting such return. Bids requesting Performance Assurance refunds before the Authority's final approval of the solicitation results will be considered withdrawn for the purposes of future Bid

selection (i.e., if the Authority rejects any EDC bid selections or if any selected Bids drop out of the queue).

5.6. **Small Zero Emission Project Bid Selection – August RFP**

5.6.1. When the selection of a small zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid has been placed on standby in the event that additional MWs of capacity become available.

5.6.2. If applicable, the EDCs will select small zero emission Projects on a rolling basis, with the final round of selection notifications being sent after the date Bid forms are due for the small zero emission category as indicated in the RFP Schedule.

5.6.3. If either EDC has uncommitted MWs remaining in the small zero emission category and such MWs cannot accept the next full Project or all eligible Bids in the small zero emission category have been exhausted, any leftover MW in the small zero emission category will solely roll over to the small zero emission category for the following year. The EDCs will only utilize their respective MWs, and will not "borrow" from each other, i.e., only Eversource MWs may be aggregated and utilized by Eversource, and UI MWs may be aggregated and utilized by UI.

5.6.4. Once an EDC selects one or more small zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).

5.6.5. If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

5.7. **Medium and Large Zero Emission Project Bid Selection – August RFP**

5.7.1. When the initial selection of a medium or large zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid has been placed on standby in the event that additional MWs of capacity become available.

5.7.2. If either EDC has uncommitted MWs remaining in the medium or large zero emission categories and such MWs cannot accept the next full Project in the respective Bid stack after the first round of selected Agreements have been partially executed or all eligible Bids in the medium and large zero emission categories have been exhausted, the EDCs will attempt to aggregate some or all of their respective MWs or budgetary dollars in an attempt to accommodate the next lowest priced Project in their respective Bid stacks. If the aggregated MWs or budgetary dollars can accommodate one or more lowest priced Project(s), the Bid(s) will be accepted. If it cannot, the remaining unused MWs or budgetary dollars will not be allocated and will be rolled into the subsequent Program year and reallocated amongst only the medium and large zero emission categories based on the allocation schedule proposed by the EDCs and approved by the Authority. The EDCs will only utilize their respective MWs or budgetary dollars, and will not "borrow" from each other, i.e., only Eversource MWs or budgetary dollars may be aggregated and utilized by Eversource, and UI MWs or budgetary dollars may be aggregated and utilized by UI.

5.7.3. If there is not enough available capacity in a given Category to accept the lowest priced bid, no partial capacity award will be offered, and the unused capacity will roll into the next RFP. No partial awards will be offered. Subject to section 5.9 herein.

5.7.4. If multiple Projects within a category have identical evaluated Bid prices and the selection of all the identically priced Bids would exceed the targeted MWs or budgetary dollars, then the "stacking" of these Projects (for either Project selection or standby ranking purposes) will be performed using a random selection process.

5.7.5. Once an EDC selects one or more medium or large zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).

5.7.6. If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

5.7.7. After Bidders have been notified of Selection and Standby status, any Bidder who was placed on Standby may request a refund of their Performance Assurance by emailing the NRES team for the appropriate EDC and requesting such return. Bids requesting Performance Assurance refunds before the Authority's final approval of the solicitation results will be considered withdrawn for the purposes of future Bid selection (i.e., if the Authority rejects any EDC bid selections or if any selected Bids drop out of the queue).

5.8. **School Solar Category**

5.8.1. Starting in Program Year 4, an additional 25MW annual cap of capacity will be allocated each year solely for School Solar category Projects for public school Customers. The Tariff Agreement Customer must be the public-school entity, Board of Education, or the Municipality. The Project must be built on the same Parcel on which the public-school building has been or will be constructed or a contiguous Parcel under common ownership.

5.8.2. The entire 25MW of capacity will become available at the opening of the February RFP of the applicable Program year. The 25MW will be allocated between the EDCs: 20MW to Connecticut Light and Power d/b/a Eversource Energy ("Eversource") and 5MW to The United Illuminating Company ("UI"). The EDCs will accept Bids and award eligible Projects on a rolling basis in the order in which the Bids are received until the available capacity is filled or until the last date of the August RFP of the applicable Program year, whichever occurs first. For clarity, the School Solar Bid Window will open on the same date and time as the opening of the February RFP and it will close on the same date and time as the end of the August RFP submission Window in the applicable Program year or when all capacity is filled, whichever occurs first. Any unallocated MWs within a given EDC's allotment shall remain with that EDC and roll over to the subsequent Program year. The status of the 25 MW School Solar capacity awarded will be posted publicly on the respective EDCs' NRES RFP websites.

5.8.3. All Projects participating in the School Solar category must submit a completed School Solar Pre-Application Checklist in addition to all other Bid requirements as

referenced in section 3.4.3 of the NRES RFP. Any School Solar Project submitted without the completed Checklist will be rejected. The Project's Interconnection Agreement must be fully executed before Bid submission.

5.8.4. Projects must be sized to load inclusive of beneficial electrification from EV chargers or fuel switching or from powering equipment used in the provision of food or equipment used to provide water for drinking or hygiene. The same criteria for sizing SAM Projects to beneficial accounts applies to School Solar Projects as referenced in section 4.2.3 herein. School Solar Projects are considered SAM Projects.

5.8.5. School Solar Project pricing will be administratively set. The fixed pricing will be the same as the Medium Zero Emission category pricing for the given RFP.

5.8.6. Bid Preferences as described Section 5 of the Program Manual will not apply to School Solar Projects as the pricing is administratively set. Benefits for School Solar Projects that meet the criteria for a Bid preference will receive an adder in the amounts listed in the table below. Only 100% solar carport/canopy projects will qualify for the carport/canopy adder. Any eligible School Solar Project shall not qualify for more than one price adder. The highest applicable price adder will be applied if the project qualifies for more than one price adder.

Incentive Category	Buy-All Price (MWh)	Adder (kWh)	Adder (MWh)	Total Buy-All Price with Adder (MWh)
Brownfield	$236.74	$0.04735 per kWh	$47.35 per MWh	$284.09
Distressed Municipality	$236.74	$0.04735 per kWh	$47.35 per MWh	$284.09
100% Carport/Canopy	$236.74	$0.07102 per kWh	$71.02 per MWh	$307.76

5.9. **MW Allocation Above Cap**

5.9.1. Public Act No. 24-31, An Act Concerning Solar Projects Through the State, permits the NRES Program to exceed the total cap on Available MW beginning in 2025 procurement year. For excess capacity to be available for an EDC to allocate, aggregate Project compensation for a given procurement year of the NRES Program must be less than 2024 total selected Project compensation of the NRES Program. To determine whether excess compensation for an EDC is positive in 2026 (i.e. Program Year 5) each EDC shall first calculate the aggregate Project compensation from 2024 upon conclusion of the February and August NRES Program Year 3 solicitations in 2024. If the 2024 aggregate Project compensation for Projects within a given EDC's service territory is greater than that of Program Year 5, excess capacity is available for that EDC to award.

5.9.2. To determine aggregate Project compensation, the EDC's will multiply a Project's estimated annual production in MWh by its $/MWh bid price.

5.9.3. Any excess capacity available for an EDC to award in Program Year 5 will be allocated to the lowest-priced bid within the respective EDC's service territory, such that the respective project's annual compensation does not exceed the EDC's available excess compensation.

5.9.4. If the next lowest-priced Bid is a small zero emission category Project, that Project will be selected via lottery among the eligible small zero emission Project Bids not already awarded. This will continue until excess available compensation has been depleted.

5.9.5. Any remaining excess compensation available for an EDC that cannot be allocated due to a lack of eligible Bids will be carried forward into the following year's excess compensation pool for the respective EDC.

5.10. **Performance Assurance**

5.10.1. Performance Assurance is required for all Projects at the time of Bid submission in the amount set forth in Section 5.10.2 hereof.

5.10.1.1. Performance Assurance shall not accrue interest.

5.10.2. The amount of Performance Assurance required at the time of Bid Submission shall be based upon the following formula: Project Size in kW (AC) * $25.00

5.10.3. Failure by a Bidder to provide Performance Assurance in a form acceptable to the EDC at the time of Bid submission as required shall result in immediate and automatic disqualification of the Bid without opportunity to cure.

5.10.4. Performance Assurance is returned if one of the following conditions is met: (i) the selected Project enters commercial operation in a timely fashion and begins producing energy consistent with the rules outlined in the Program Manual; (ii) the Project's eligibility under the tariff is terminated for failure to receive regulatory approval satisfactory in substance to the EDC; (iii) the Project's eligibility under the tariff is terminated due to a force majeure event; or (iv) the Bid is not selected under the procurement for which the Bid was submitted.

5.10.5. Performance Assurance is forfeited if the Project's eligibility under the Tariff is terminated by the EDC for an event of default, including but not limited to, the Project failing to receive Approval to Energize within three calendar years of PURA approval of an annual Tariff filing, or a Bidder choosing to not move forward with their Bid after the Bid has been submitted.

6. PROJECT PURCHASE COMMITMENT

6.1. **Binding Purchase Commitment**

6.1.1. The EDC's purchase commitment is binding on both the EDC and the Customer upon PURA approval of an annual Tariff filing.

6.1.2. The purchase commitment cannot be terminated by the Customer or Project owner.

6.1.3. The EDC may only terminate a purchase commitment if: i.) the Project ceases to qualify in accordance with the Program Manual and/or Tariff Agreement; ii.) the Customer fails to meet a material obligation (as determined by an EDC) outlined in

the Program Manual and/or Tariff Agreement (for example, a failure to provide Performance Assurance when required); iii.) if ordered to terminate the purchase commitment by PURA; or, iv.) there is a change in law or regulatory ruling that adversely impacts (as determined by an EDC) the EDC's ability to maintain the purchase commitment or ability to obtain, or continue to obtain, full cost recovery for all costs incurred or experienced by the EDC resulting from the purchase commitment from all ratepayers through a non-bypassable rate component.

6.1.4. Customer shall provide notice to the EDC or the Tariff Program Administrator, as applicable, of the In-Service Date and final Project size within ten (10) Business Days of the commencement of energy production. The final Project size shall be based on the Project's as-built configuration. If the final Project size differs from the original description as set forth in the Bid:

6.1.4.1. Any increase that results in a Project size for a Project that exceeds statutory limits for a low emission or zero emission Project, as applicable, shall result in immediate and automatic termination of the Project's eligibility under the Tariff.

6.1.4.2. Any increase that results in a final in-service Project Size that is greater than the approved as-Bid Project size plus five (5) percent, shall result in immediate and automatic termination of the Project's eligibility under the Tariff.

6.1.4.3. Any decrease that results in a Project size for a Project which falls outside of the size limits for the category in which the Project was Bid shall be allowed only if the following criteria are met: 1) the size category in which the Project ends up had a Price Cap that was higher than the original Project size category for the applicable solicitation and EDC; 2) the Purchase Price is below the highest selected Purchase Price in the size category in which the project ends up for the applicable solicitation and EDC; and 3) the Purchase Price remains the same for the Project.

6.1.4.4. For Projects that do not meet the criteria in Section 6.1.4.3 hereof, any decrease that results in a Project size for a Project which falls outside of the size limits for the category in which the Project was Bid, subject to a five (5) percent variation shall result in immediate and automatic termination of the Project's eligibility under the Tariff.

6.2. **Term of Purchase Commitment**

6.2.1. Projects selected by the EDCs through the procurement process, and approved by PURA to receive Tariff payments, will be eligible for compensation for energy produced and delivered to the EDC at the Project's approved Tariff Rate for a twenty (20) year term commencing after the Project's In-Service Date. The purchase commitment at the Tariff Rate will commence on the In-Service Date.

6.2.2. Projects selected by the EDC and approved by PURA shall have three (3) calendar years from the date of PURA approval of the Tariff award to receive an In-Service Date from the EDC.

6.2.2.1. If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate.

6.2.2.2. No extensions will be granted to the 3-year deadline for achieving the In-Service Date with the exception of extensions granted by the Ombudsperson.[20]

6.2.2.2.1. Any extension requests should be emailed to ct-extension-request@seadvantage.com or submitted through the Extension Request Information Form.

6.2.3. The purchase commitment has a term of 20 years at the Project-specific Tariff Rate approved by PURA.

7. AGGREGATION AND RESALE OF PRODUCTS

7.1. Aggregation of RECs

7.1.1. As discussed in Section 3.4 hereof, the EDCs will take title to all RECs at the time of production. For simplicity and ease in Program administration that minimizes overall costs and maximizes benefits to ratepayers, the EDCs will aggregate the RECs into "batches" (or "tranches") in a manner similar to how the Green Bank currently aggregates RECs produced from Solar Home Renewable Energy Credit Facilities (SHREC Facilities).[21]

7.1.2. Each REC batch will be created based on in-service vintage year (and/or quarter) and class of technology. To illustrate, for Projects that are successfully in-service in 2022, the EDC may have aggregation batches for "2022 Zero Emission" (or "Q4 2022 Zero Emission") and "2022 Low Emission."

7.1.3. The EDC will seek approval from the Authority to have a single NEPOOL GIS NONID (for example, "NON102218") assigned to each of the full batches. Also, the EDC will submit one Connecticut Class I Renewable Energy Source Application per batch to the Authority.

7.1.4. The EDC will be responsible for the submission of aggregate Production Meter reads for each batch to NEPOOL GIS and the appropriate RECs will be created and

[20] NRES projects shall therefore be eligible for an extension if at least one of the following five criteria are met: (1) the generation facility or project is unique and more complex than ordinary customer-sided distributed generation installation projects, such as having additional technology-specific regulatory or local siting requirements; (2) the project developer has worked diligently and in good faith in developing the project since inception; (3) the project is near completion or likely to begin commercial operation within the requested extended deadline; (4) a significant portion of the total project investment has already been made and would potentially be stranded if the contract is terminated; and/or (5) the interconnection process extended beyond the utilities' initial estimates and/or significantly (e.g., one month) beyond the average interconnection process timeline. Such extension requests shall be granted in proportion to the delay experienced and/or the amount of time demonstrated that is needed, up to one year, to complete the project. All extension requests shall be handled by the ombudsperson.

[21] See, *e.g.*, *Bid of the Connecticut Green Bank for Qualification of Solar Home Renewable Energy Credit (SHREC) Facilities as Class I Renewable Energy Sources - Q3 2016 - 6.1 MW*, PURA Docket No. 17-03-40 (filed Mar. 17, 2017).

deposited into the EDC NEPOOL GIS account on the date of creation (the "creation date") in accordance with the NEPOOL GIS Operating Rules.

7.1.5. Finally, pursuant to Section 3(d) of §16-244z of the Connecticut General Statutes and in accordance with Conn. Gen. Stat. Section 16-245a(h), the EDCs will manage RECs as directed by the Authority. The Authority shall determine, based on what is in the best interest of ratepayers, whether to direct the EDCs to dispose of RECs through retirement and related prospective reduction of supplier/EDC RPS requirements as determined by the Authority at least one year prior to the effective date of such annual RPS, or through resale into the regional market.

7.1.6. Any net revenues from the resale of RECs created from Customer facilities under §16-244z of the Connecticut General Statutes shall be credited to Customers through a non-bypassable fully reconciling component of electric rates for all Customers of the EDC, consistent with §16-244z of the Connecticut General Statutes.

7.1.7. The energy produced from Projects selected under this Program should reduce the need to draw power supply from other resources, which results in overall system benefits.

8. METERING

8.1. EDC's Ownership of Meters

8.1.1. Generally, there must be a Production Meter to measure the amount of energy produced from Customer Projects, which will all be located at or behind the EDC's Delivery Point. In addition, there is also a Revenue Meter that measures energy exports and imports, to and from the distribution system. For Buy-All Projects, the Production Meter and Revenue Meter may be the same meter.

8.1.2. The Production Meter may be used to measure the amount of energy generated from the Customer Project for purposes of REC creation, Buy-All calculations, and other compensation calculations.

8.1.3. It is necessary for EDCs to own both the Revenue and Production Meters. Participants shall be responsible for all incremental cost related to the procurement and installation of meters. Such costs will be recovered through a meter fee.

9. OMBUDSPERSON

9.1. Extension Requests

9.1.1. Requests for an extension of time for a project's in-service date or resolution of Program disputes that do not require a ruling from the Authority will be addressed by the Authority's selected Ombudsperson.

9.1.1.1. Any extension requests should be emailed to ct-extension-request@seadvantage.com or submitted through the Extension Request Information Form.

9.1.1.2. Following receipt of a project extension request, or a matter that is ripe for mediation or resolution of Program questions after contacting the EDCs, the Ombudsperson will subsequently contact the filer as needed to address the request.

9.1.2. Any motions for an extension of a project's in-service date filed with the Authority will be denied without prejudice with direction to file the request with the Ombudsperson.

9.2. **Dispute Resolution**

9.2.1. Matters involving program disputes should be emailed to ct-dispute-resolution@seadvantage.com.

9.2.2. If the dispute can be handled by the Ombudsperson, the Ombudsperson will work to address a request or resolve the issue at hand. This may, as appropriate, include additional requests for clarification and documentation via email, phone call, shared screen meeting, etc.

9.2.3. If the Ombudsperson determines that the request or dispute should not or cannot be resolved by them, the Ombudsperson will direct the stakeholder to first bring the issue to the relevant EDC, or in other cases, work with the stakeholder to submit a filing to PURA requesting a ruling.

Appendix A – Non-Residential Renewable Energy Solutions Program Bid Comparison Guidelines

Under the Non-Residential Renewable Energy Solutions Program Buy-All and Netting Tariff Bids compete in the same competitive solicitation. The following guidelines provide an overview of the EDC's approach to comparing Bid for these tariff pricing structures within the same solicitation.

Bid Price Submissions

Buy-All Projects will submit a single, fixed-price Bid that will be inclusive of all energy and RECs generated by the Project. Netting Tariff Projects will provide a Bid solely for the rate of compensation for RECs generated by their Projects. Netting Tariff Projects will not provide a Bid for energy generated by the system but will benefit from reductions in on-site load due to system generation as well as Netting credits for energy exported to the grid. The value of reduced on-site load and Netting credit is referred to as the Energy Compensation.

Note: Both Netting and Buy-All Bids are subject to the Bidding Price Caps.

Evaluated Bid Prices

The evaluated Bid price for each Buy-All Bid will be the price bid adjusted for any applicable Bid Preferences.

The evaluated Bid price for each Netting Tariff Project will be the sum of the REC Bid price plus the average expected Energy Compensation over the 20-year Tariff Term reduced for any Bid Preferences. The Energy Compensation will be calculated in the following manner:

- The published kWh rate for January 1, 2025 through December 31, 2025 for the Project Site's billing account will be selected based on the current service tariff at that Netting Tariff Project Site. The rate will include all kWh charges inclusive of the average of the Standard Offer Service rates over the prior 12 months. For the purposes of the evaluation, this rate will be considered the Year 1 Energy Compensation of the 20-year Tariff Term.
    - For rates with differentiated on-peak and off-peak values, a weighted average will be calculated based on a reasonable approximation of the generation profile for solar and non-solar Bids. For Eversource solar Projects 34% of production is assumed to be on-peak with the remaining off peak. For UI, solar Projects 53% of production is assumed to be on-peak with the remaining off peak. These differences are due to differences in rate peak pricing windows between the Companies.
    - Peak periods are weekdays twelve PM to eight PM for Eversource, and are weekdays ten AM to six PM for UI. A PV Watts hourly simulation was run for a south facing Project in central Connecticut to determine the proportion of production during the on-peak window for each EDC. The hourly on-peak and off-peak production was then used to create a capacity weighted average price based on on-peak and off-peak rates for each company.

    - For both companies 24% of non-solar production is assumed to be on-peak as these Projects are assumed to operate with high capacity factors during both peak and off-peak periods. A similar methodology was used to calculate the blended on-peak and off-peak rates for non-solar Projects.
- The Year 1 Energy Compensation will be escalated by 2.5% per year to determine a schedule of estimated Energy Compensation for the tariff life of the Project.
- The 20-year average Energy Compensation will be calculated.

For Netting Tariff Projects, the 20-year net present Energy Compensation will be added to the Bid REC price in order to determine the total Project Bid price. This total Project Bid price will be reduced by any applicable Bid Preferences in order to determine the final Bid price for solicitation evaluation purposes.

The calculated Energy Compensation for Netting Tariff Bids are intended for Bid evaluation purposes only. Netting Tariff Projects will receive Netting credits and avoided energy costs based on the actual Retail Rates applicable to the Project Site host. Actual rates may be higher or lower than calculated Energy Compensation. For New Construction Projects, the EDCs will evaluate Bids using the Energy Compensation for Rate 30 for Eversource and Rate GST-SS for UI.

The EDCs shall post the most recent version of the Bid Price Calculator filed in Docket 25-08-03 that allows Bidders to calculate final evaluated Bid prices based on their submitted Bid prices. The calculator will include the updated Energy Compensation that will be used by the EDCs in the evaluation process.

Negative REC Bids

In order to allow Bidders to submit Netting Tariff Bids that are lower than the calculated Energy Compensation, Bidders may submit negative price REC Bids. In the event a Project submitting a negative REC Bid is awarded a Tariff Agreement, the EDCs will invoice the Tariff Payment Beneficiary an annual negative REC charge based on the total production of the system as measured by the EDC-owned REC meter. Negative REC invoices will be sent annually in March.

The EDCs are instituting a three-strike system for Tariff Payment Beneficiaries that fail to make timely negative REC payments. If the Tariff Payment Beneficiary misses their negative REC payment due date by more than six (6) months for three (3) consecutive years, the EDCs shall terminate the Project's eligibility. Further, the EDCs will charge a late payment penalty of up to 50 percent of the missed negative REC payments for payments made more than six (6) months late.

Example Rate Calculations

The following shows example rate comparisons for a solar Project under three Eversource rates[22]. The highlighted cells are Bid prices provided by Bidders while all other cells are calculated based on the processes discussed in this guideline.

Eversource Rate 30	Bid Price ($/REC)	NPV Retail Rate ($MWh)	Bid Price ($MWh+$/REC)	Bid Preference	Evaluated Bid Price ($/MWh+$/Rec)
Buy-All	N/A		**$ 145.00**	20%	**$ 116.00**
Netting	**$ 19.00**	$148.72	$ 167.72	20%	**$ 134.17**

Eversource Rate 37	Bid Price ($/REC)	NPV Retail Rate ($MWh)	Bid Price ($MWh+$/REC)	Bid Preference	Evaluated Bid Price ($/MWh+$/Rec)
Buy-All	N/A		**$ 145.00**	20%	**$ 116.00**
Netting	**$ 10.00**	$168.11	$ 178.11	20%	**$ 142.49**

Eversource Rate 56	Bid Price ($/REC)	NPV Retail Rate ($MWh)	Bid Price ($MWh+$/REC)	Bid Preference	Evaluated Bid Price ($/MWh+$/Rec)
Buy-All	N/A		**$ 145.00**	20%	**$ 116.00**
Netting	**$ 9.00**	$149.86	$ 158.86	20%	**$ 127.09**

[22] Although some Bidders may obtain generation service through a retail supplier, the EDCs will not factor those rates into the Bid evaluation at this time. The EDCs will, however, allow Bidders to provide their actual generation rate in the Bid portal in accordance with the instructions in Section III.B.2. of PURA's November 3, 2021 Decision in Docket No. 21-08-03 to "…add a data field for Customers to provide their actual generation service rate" in the bid portal.

Appendix B – Non-Residential Renewable Energy Solutions Beneficial Electrification and New Construction Load Guidelines

I. Certification of Future Beneficial Electrification

Due to the variable nature of potential Projects in the Non-Residential sector there is no set of standard technologies or models that can be used to certify the oversizing of systems for future Beneficial Electrification. The EDCs require a Connecticut Licensed Professional Engineer Certification certifying the load expected to materialize over the five years following Bid submission attributable to transportation electrification and/or fuel switching.

For every Project sized based on future beneficial electrification, the EDCs shall inquire at the time of the in-service notification if such beneficial electrification is still planned. Further, the EDCs shall request that a Project representative for *each* applicable Project send formal notice via email when the associated beneficial electrification load materializes, but no later than five years from the In-Service Date, and will contact the applicable party approximately four years and six months following the In-Service Date if such notification is not received to request proof of installation.

II. Certification for New Construction Non-Rooftop Buy-All Projects

For every New Construction Project that is not a Rooftop Buy-All Project, the EDCs shall inquire at the time of the in-service notification if the load indicated at the time of Bid submission is still planned to materialize within five years after the In-Service Date. Further, the EDCs shall request that a Project representative for *each* applicable Project send formal notice via email when the associated New Construction load materializes, but no later than five years from the In-Service Date, and contact the applicable party approximately four years and six months following the In-Service Date if such notification is not received to request proof of installation.

III. Certification for New Construction Buy-All Rooftop Projects

For every New Construction Buy-All Rooftop Project, the EDCs shall request that a Project representative for *each* applicable Project send formal notice to ascertain whether the Project was installed on a rooftop per the Tariff Agreement at the time of the in-service notification. If the Project is not installed on a rooftop, the EDC's twenty-year purchase commitment will immediately and automatically terminate.

IV. Non-Rooftop New Construction Compensation Adjustment

In situations where the expected beneficial electrification or New Construction load does not materialize, the EDCs will reduce the compensation level of the RECs produced from the Project equal to the percent of the future beneficial electrification or New Construction load which never materialized when compared to overall Project capacity. The EDC will modify the Agreement with the counterparty to reflect a reduction in the Purchase Price for RECs in the case of a Netting Tariff Project or the Purchase Price of Energy and RECs in the case of a Buy-All Project based on the actual realized load for that Project. For the Netting Tariff, this will result in a reduction in the quarterly cash payment (the "REC payment"), which could possibly result in negative REC pricing. For the Buy-All tariff, this will result in a reduction in the overall price, as there is no separate REC price. For example, if a Project constructed to a Nameplate Capacity of 1000 kW with 100 kW of that being anticipated to offset future

beneficial electrification that was never installed, the resulting reduction in compensation would be ten percent.

Calculation

100kW/1000kW = .1

.1 X 100 = **10%**

V. Notification of Beneficial Electrification or New Construction load Not Materializing

At any point before commercial operation a Project may inform the EDCs that the expected beneficial electrification load will no longer materialize and size the system based on the historical load instead. In such circumstances, the Project developer shall not be penalized, but shall only receive compensation for the energy and RECs that are generated once commercial operation begins.

For every Project sized based on future beneficial electrification or New Construction load, the EDCs shall inquire at the time of the in-service notification if such beneficial electrification or New Construction load is still planned. If a counterparty or authorized representative thereof notifies the EDCs prior to the In-Service Date that part or all of the expected beneficial electrification load or New Construction load[23] will no longer materialize and is therefore sizing the system based on historical load instead in accordance with the paragraph above, the EDC will modify the Agreement with that counterparty to reflect a reduction in the system size based on the historical load provisions outlined in the Program Manual for that Project. Such notification shall be made via email to the email address for this Program to be established by the respective EDCs.

1. After the In-Service Date for the Project has occurred, the counterparty or an authorized representative thereof will be required to notify the respective EDC that their Project is in-service and is in compliance with the established Program Manual. An integral part of that notification will be a formal notice of the final installed capacity of the Project.
2. If such final installed capacity is less than the installed capacity listed on the original Agreement, the EDCs will ask at that time if the future beneficial electrification or New Construction load is still planned to be installed. If so, the EDCs will request that the counterparty send formal notice via email to the email address for this Program to be established by the respective EDCs when such load materializes, but no later than five years from the In-Service Date. If such notification is not received from the counterparty proactively, the EDCs will contact the counterparty on a date that is

[23] In the case of a New Construction Project that has less than the expected New Construction load materialize, the system will be sized to the realized load.

roughly equivalent to four years plus six months from the In-Service Date to follow up regarding the status of such future beneficial electrification or New Construction load and will require proof of installation including but not limited to equipment receipts, site plans or permits from the local municipality, an affidavit from the Customer that such beneficial electrification measures have occurred, and any other evidence deemed necessary by the EDC at that time. If such load does not materialize within five years from the In-Service Date, the EDCs will act according to the aforementioned Compensation Adjustment plan.

Appendix C – Beneficial Account Credit Allocation Guidelines

State, Agricultural, and Municipal Customers ("SAM Customers") participating in the Non-Residential Renewable Energy Solutions Program may allocate monthly excess bill credits from their qualified Project to other accounts of the Customer Host or to the accounts of other SAM Customers and certain critical facilities. These allocated monetary bill credits are used to offset the total costs charged to the Beneficial Accounts.

Credit Allocation Process

Customer Hosts must designate Beneficial Accounts and associated billing accounts through submission of the Beneficial Account Credit Allocation Form ("BACAF") at the time of Bid Submission. The EDCs will allocate any net excess bill credits generated by the qualified Project per this form. Prior to receiving Approval to Energize from the EDC, the Customer Host may submit a revised Beneficial Account Credit Allocation Form ("BACAF") to the relevant EDC. Forms can be emailed to:

- Eversource: CTCOMMRenewables@eversource.com
- United Illuminating: NRES@uinet.com

Any Beneficial Account may have multiple billing accounts associated with it.

For Netting Tariff Projects, any monthly net excess generation at the Customer Host's retail meter will be converted to monetary bill credits that will be allocated to the billing account(s) of the Beneficial Account as designated on the BACAF. Bill credits can be used to reduce the total bill on the associated billing account.

For Buy-All Projects, the bill credits resulting from monthly net excess generation, as measured at the Production Meter, will be multiplied by the percentage of the Buy-All compensation that has been designated by the Customer Host for on-bill crediting. These bill credits will be allocated to each billing account listed on the Beneficial Account Credit Allocation Form.

Credit Allocation Restrictions

The following restrictions apply to the allocation of bill credits to Beneficial Accounts under the Program:

- Each Customer Host account may be eligible to allocate a portion of the qualifying Non-Residential Renewable Energy Solutions Project's excess generation to the following Beneficial Accounts:
    - The Customer Host account
    - 5 additional State, Agricultural, or Municipal Beneficial Accounts

- 5 additional nonstate or municipal critical facility billing accounts physically connected to the same Microgrid as the Customer Host account

- Due to billing system constraints, no more than 1,000 billing accounts may receive credit allocations from any one Customer Host.
- Customer Hosts may only allocate bill credits to other accounts within the same Electric Distribution Company ("EDC").

REC or Direct Payments for Buy-All or Netting Tariff

REC or direct payments can be assigned to one Tariff Payment Beneficiary. See sections 3.2.7 and 3.2.9.1 of the Program Manual for further guidance.

Treatment of Closed Allocatee Accounts

In the event that a billing account listed on a Beneficial Account Credit Allocation Form has been closed, the EDCs will permit Customer Hosts to reallocate credits accrued from cancelled billing accounts for a fee of $250. The Host Account may use the unallocated bill credits to offset any charges on the host account in future billing periods or may cash out the accumulated bill credits consistent with the credit cash out rules associated with the Qualified Project's tariff structure.[24]

Allocation Form Instructions

Each Customer Host that seeks to allocate excess bill credits to Beneficial Accounts must submit a BACAF to the EDC in order to direct the allocation of bill credits. The following provides instructions for completing the BACAF. Customer Hosts must submit a complete BACAF during Bid Submission and may submit revised BACAF forms once per 12-month period. Each time a request is made to modify these allocations, the EDC may charge a $250 fee associated with such requested modifications. Such fee shall be due at the time the request is made.

1. Enter the necessary information in Row 4 of the excel spreadsheet as it pertains to the Host Account.
2. Each Customer Host account may be eligible to allocate a portion of the qualifying Non-Residential Renewable Energy Solutions Project's excess generation to the following Beneficial Accounts:
    i. The Customer Host account
    ii. 5 additional State, Agricultural, or Municipal Beneficial Accounts

[24] Excess accumulated credits on a Customer Host's account will be rolled over until the end of the 20-year term. At the end of the 20-year term, such credits may be cashed out.

iii. 5 additional nonstate or municipal beneficial critical facility accounts physically connected to the same Microgrid as the Customer Host account

3. For example, if the Beneficial Account is "Any Town", and "Any Town" includes accounts for the Any Town Hall, Any Town High School, Any Town Middle School, and Any Town Elementary School, Any Town would be the "Beneficial Account Name" and the billing account numbers associated with Any Town Hall, Any Town High School, Any Town Middle School, and Any Town Elementary School would all be entered under the billing account #('s) column as follows:

Beneficial Account Name (do not list Host Account below) (limited to 5 State, Agricultural, Municipal Beneficial Accounts, plus 5 additional nonstate or municipal beneficial critical facility accounts)	Billing Account #('s) without spaces - Example: 51123456789	Allocation %	Allocatee Name
	51-123456789		Any Town Hall
	51-123456790		Any Town High School
	51-123456791		Any Town Middle School
	51-123456792		Any Town Elementary School

4. Revised forms, once complete, can be sent via email to the correct EDC:
   i. Eversource: CTCOMMRenewables@eversource.com
   ii. United Illuminating: NRES@uinet.com

Beneficial Account Credit Allocation Form

Screenshot below is for reference only. The Beneficial Account Credit Allocation Form will be available on the respective EDC's websites.

Beneficial Account Credit Allocation Form - Non-Residential Renewable Energy Solutions (NRES)

Customer Host Account Name	Customer Host Billing Acct #	Amount of Credit Allocated to Host Account	Sum Of Account Allocations (must add up to 100%)	Customer Host Name	Customer Host Address	Project Number (example: LZNRES1-1234)
	YYYYYY		0.00%	Example: Customer xyz	Example: 123 main st anywhe	Example: LZNRES1-1234

Beneficial Account Name (do not list Host Account below) (limited to 5 State, Agricultural, Municipal Beneficial Accounts, plus 5 additional nonstate or municipal beneficial critical facility accounts)	Billing Account #('s) without spaces - Example: 51123456789	Allocation %	Allocatee Name	Allocatee Street Address	Allocatee Town	Allocatee Type (State, Municipal, Agricultural, Nonstate or municipal critical facility)

TARIFF AGREEMENT

from

Non-Residential Renewable Energy Solutions Projects

by and between

[The Connecticut Light and Power Company

dba Eversource Energy]

or

[The United Illuminating Company ("UI")]

and

dated as of

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NON-RESIDENTIAL RENEWABLE ENERGY SOLUTIONS PROGRAM

TARIFF AGREEMENT

COVER SHEET

This Agreement is entered into as of the following date: [_____] (the "Effective Date"). This Tariff Agreement incorporates by reference for all purposes the Non-Residential Renewable Energy Solutions Tariff and all attachments and appendices thereto, including the Tariff Payment Beneficiary Form (as applicable) and the Terms and Conditions (collectively, the "Agreement"). The Parties to this Agreement are the following:

CUSTOMER		**EDC**
	Party Name	[The Connecticut Light and Power Company dba Eversource Energy ("Eversource")] *or* [The United Illuminating Company ("UI")]
_____ _____	*Address*	[107 Selden Street] *or* [180 Marsh Hill Road] [Berlin, CT 06037] [Orange, CT 06477]
_____	*Business Website*	[www.eversource.com] *or* [www.uinet.com]
☐ US Federal_____	*Tax ID Numbers*	☐ US Federal_____
_____	*Jurisdiction of Organization*	Connecticut
☐ Corporation ☐ Limited Partnership ☐ LLP ☐ LLC ☐ Partnership ☐ Individual ☐ Other	*Company Type*	☒ Corporation ☐ Limited Partnership ☐ LLP ☐ LLC ☐ Partnership ☐ Individual ☐ Other

CONTACT INFORMATION

CUSTOMER		**EDC**
ADDRESS_____ ATTN_____ TEL#: _____FAX#:_____ EMAIL_____	*General* *(day to day/ administrative)*	ADDRESS_____ ATTN_____ TEL#: _____FAX#:_____ EMAIL_____
ADDRESS_____ ATTN_____	*Legal Notices*	ADDRESS_____ ATTN_____
ADDRESS_____ ATTN_____ TEL#: _____FAX#:_____ EMAIL_____	*Performance Assurance*	ADDRESS_____ ATTN_____ TEL#: _____FAX#:_____ EMAIL_____

CUSTOMER ACCOUNTING INFORMATION

ADDRESS_____ ATTN_____ TEL#: _____FAX#:_____ EMAIL_____	· *Invoices* · *Payments* · *Settlements*	ADDRESS_____ ATTN_____ TEL#: _____FAX#:_____ EMAIL_____
BANK_____ BANK ADDRESS:_____ ABA: _____ ACCT:_____ ☐ CHECKING ☐ SAVINGS OTHER DETAILS:_____	*Wire Transfer Numbers (IF APPLICABLE)*	BANK_____ BANK ADDRESS:_____ ABA: _____ ACCT:_____ ☐ CHECKING ☐ SAVINGS OTHER DETAILS:_____
ATTN:_____ ADDRESS:_____	*Checks (IF APPLICABLE)*	N/A
BANK_____ BANK ADDRESS:_____ ABA: _____ ACCT:_____ ☐ CHECKING ☐ SAVINGS OTHER DETAILS:_____	*ACH Numbers (IF APPLICABLE)*	BANK_____ BANK ADDRESS:_____ ABA: _____ ACCT:_____ ☐ CHECKING ☐ SAVINGS OTHER DETAILS:_____

The Parties hereby agree to the following provisions offered in Attachment 2: Terms and Conditions:

Compensation Structure:	☐ Buy-All ☐ Netting
SAM Designation:	☐ Yes ☐ No [State, Agricultural, Municipal, or School Solar]

FACILITY INFORMATION		
Facility Description	Facility Site/Location (including Street, City or Town)	
	Customer Billing Account Number	
	Technology	☐ Wind ☐ Solar-Fixed Tilt ☐ Solar-Single Axis ☐ Solar-Dual Axis ☐ Hydro ☐ Other:
	Rooftop	☐ Yes ☐ No
	Project Size (kW AC)	**Applicable to Zero Emission Projects** ☐ Less than or equal to 200 kW ☐ Greater than 200 kW but less than or equal to 1,000 kW ☐ Greater than 1,000 kW but less than or equal to 5,000 kW
	Total Installed Capacity	_____ kW (AC)

	Solar Canopy/Solar Carport Capacity (if applicable)	_____ kW (AC)
	Approximate Expected Annual Load Increase – Transportation Electrification	_____ kWh
	Approximate Expected Annual Load Increase – Fuel Switching	_____kWh
	Approximate Expected New Construction Load	_____kWh
Interconnecting Utility	[Eversource Energy] *or* [The United Illuminating Company]	
Purchase Price for Energy (or Energy and RECs if Buy-All)	$ _____ per MWh	
Purchase Price for RECs (if applicable)	$ _____ per MWh	
Buy-All Percentage Allocation	_____ % Monetary On-Bill Credits _____% Quarterly Payments	
Performance Assurance (amount)	_____ (amount)	
Bid Preference or School Solar Price Adder	☐ Landfill ☐ Brownfield ☐ Distressed Municipality ☐ Solar Canopy/Solar Carport ☐ N/A	
Non-Binding Estimated In-Service Date	Date:	
Tariff Agreement Approval Date	Date:	

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

	Party Name	**[The Connecticut Light and Power Company dba Eversource Energy** by Eversource Energy Service Company, its authorized agent] *or* [**The United Illuminating Company**]
	Signature	

	Printed Name	
	Title	

Attachment 1
Non-Residential Renewable Energy Solutions Program
Tariff Payment Beneficiary Form

Eversource/United Illuminating will make any Non-Residential Renewable Energy Solutions Program ("NRES Program") payments to the Tariff Payment Beneficiary indicated below as applicable. For the Buy-All Tariff, a Tariff Payment Beneficiary, can be designated to receive a percentage of the total tariff compensation. Any compensation not assigned to a Tariff Payment Beneficiary will result in Monetary On-Bill Credits to the Customer of Record. The Netting Tariff Payment Beneficiary can be designated to receive the Renewable Energy Certificate (REC) Incentive Payment on a quarterly basis.

Tariff Payment Beneficiary Elected?	☐Yes ☐No, this form does not apply.
Compensation Structure:	☐Buy-All ☐Netting
SAM Designation:	☐Yes ☐No

TARIFF PAYMENT BENEFICIARY INFORMATION	
Party Name	
Address	_____
Business Website	_____
Tax ID Number	☐US Federal _____
Jurisdiction of Organization	_____
Company Type	☐Corporation ☐Limited Partnership ☐LLP ☐LLC ☐Partnership ☐Individual ☐Other_____

Tariff Payment Beneficiary Accounting Information	
General	ADDRESS_____ ATTN_____ TEL#:_____FAX#:_____ EMAIL_____
Wire Transfer Numbers (IF APPLICABLE)	BANK_____ BANK ADDRESS:_____ ABA:_____ ACCT: _____ ☐CHECKING ☐SAVINGS OTHER DETAILS: _____
Checks (IF APPLICABLE)	ATTN:_____ ADDRESS: _____

ACH Numbers *(IF APPLICABLE)* Note – If you provide ACH instructions, you must also provide wire instructions.	BANK_____ BANK ADDRESS:_____ ABA:_____ ACCT: _____ ☐CHECKING ☐SAVINGS OTHER DETAILS: _____
Payment Method	☐ACH ☐Check (Eversource only) ☐Wire (UI Only)

Name of Customer of Record	Name of Tariff Payment Beneficiary
Signature	Signature
Printed Name	Printed Name
Date	Date

These Terms and Conditions are intended to facilitate the purchase and sale of Energy and Connecticut Class I Renewable Energy Credits ("RECs") for the Non-Residential Renewable Energy Solutions Program ("NRES Program" or "Program") in accordance with Section 3 of Public Act 19-35, *An Act Concerning A Green Economy and Environmental Protection,* Section 1 of Public Act 22-14, *An Act Concerning Clean Energy Tariff Programs,* Section 25 of Public Act 23-102, *An Act Strengthening Protections for Connecticut's Consumers of Energy,* Section 173 of Public Act 24-151, *An Act Authorizing And Adjusting Bonds of the State And Concerning Provisions Related To State And Municipal Tax Administration, General Government And School Building Projects,* and Section 9 of Public Act 25-173, *An Act Concerning Energy Affordability, Access, and Accountability* ("the Acts").

1 Definitions

As used throughout this Agreement, the following terms shall have the definitions set forth in this Article 1. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Program Manual, Interconnection Agreement, Request for Proposals for Non-Residential Renewable Energy Solutions Program, Distribution Company Guidelines for Interconnection, and/or ISO Documents.

1.1 **"Affiliate"** means, with respect to any Party, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.2 **"Agreement"** means this Tariff Agreement inclusive of any and all Attachments.

1.3 **"Authorized Developer"** means a developer that has the written permission of both the site owner and the EDC's distribution customer of record of the site to develop an eligible Facility at said site.

1.4 **"Bankrupt"** means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

1.5 **"Bankruptcy Code"** means those laws of the United States of America related to bankruptcy codified and enacted as Title 11 of the United States Code, entitled "Bankruptcy" and found at 11 U.S.C. § 101 et seq., as such laws may be amended, modified, replaced or superseded from time to time.

1.6 **"Bid"** means a responsive submission by a Bidder to the procurement under this Program.

1.7 **"Business Day"** means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

1.8 **"Connecticut Class I Renewable Energy Credits"** means certain NEPOOL GIS Certificates and any and all other Environmental Attributes derived from the energy production of a generation facility that has been qualified by the Authority as a Connecticut Class I renewable resource under Conn. Gen. Stat. § 16-1(a)(26), and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation from such Connecticut Class I renewable resource. If the Facility ceases to qualify as a Connecticut Class I renewable resource solely as a result of a change in law and Customer is unable, using commercially reasonable efforts, to continue the Facility's qualification as a Connecticut Class I renewable resource after that change in law, "Connecticut Class I Renewable Energy Credits" shall mean Environmental Attributes including any certificates or credits related thereto reflecting generation by the Facility, all of which shall be transferred solely to the EDC.

1.9 **"Connecticut Class I RPS Qualification"** means an order, decision or ruling from the Authority that qualifies a generation unit as a RPS Class I Renewable Energy Source, or that qualifies a portion of the annual electrical energy output of a generation unit as RPS Class I Renewable Generation (as defined in Conn. Gen. Stat. § 16-1(a)(26).

1.10 **"Credit Rating"** means the rating then assigned to Customer's or any referenced third party's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if Customer or such third party does not have a rating for its senior unsecured long-term debt, then one rating notch below the rating then assigned to Customer or such third party as an issuer and/or corporate credit rating by S&P, Moody's, Fitch or another Rating Agency. In the event of an inconsistency in ratings (a "split rating"), the lowest of the Credit Ratings shall control.

1.11 **"Defaulting Party"** has the meaning set forth in Section 13.1.

1.12 **"Delivery," "Deliver," "Delivered," "Deliveries," or "Delivering"** means with respect to (i) energy, that energy produced by a Facility to the Delivery Point and (ii) RECs, those RECs supplied via an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) to the receiving EDC in the New England Power Pool Geographic Information System ("NEPOOL GIS").

1.13 **"Delivery Point"** shall mean the EDC's meter or point designated by the EDC located on the Customer's premises. All projects, whether Buy-All or Netting have an associated Delivery Point. The Delivery Point may alternatively be referred to the point of common coupling or point of interconnection.

1.14 **"Delivery Term"** means the period during which the EDC is obligated to purchase the Purchased Products associated with the Facility that are Delivered to the EDC by Customer, as further defined in Section 2.2.

1.15 **"Effective Date"** has the meaning set forth in the first paragraph of the Cover Sheet.

1.16 **"Event of Default"** has the meaning set forth in Sections 13.1 and 13.2 hereof.

1.17 **"Expected Annual Production" or "Average Annual Production"** means the expected average annual production of the Facility as determined by a Connecticut licensed Professional Engineer and/or as calculated by the EDC.

1.18 **"Facility"** has the meaning set forth in Article 3, Facility.

1.19 **"Federal Funds Effective Rate"** means the interest rate as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

1.20 **"Fitch"** means Fitch Investor's Service, Inc., or its successor.

1.21 **"Force Majeure Event"** means any cause beyond the reasonable control of, and not due to the fault or negligence of, the affected Party and which could not have been avoided by the affected Party's reasonable due diligence, or was not caused by the affected Party, including, as applicable, war, terrorism, riots, embargo or national emergency, including pandemics and epidemics; curtailment of electric distribution services; fire, flood, windstorm, earthquake, or other acts of God; strikes, lockouts, or other labor disturbances (whether among employees of Customer, 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; or any other cause of like or different kind, beyond the reasonable control of Customer. Notwithstanding the foregoing, a Force Majeure Event shall not be based on Customer's ability to sell RECs at a price greater than the Purchase Price(s), the EDC's ability to purchase RECs at a price below the Purchase Price(s), or Purchaser's inability to resell the RECs.

1.22 **Forward Capacity Market ("FCM")** means the forward market for procuring capacity in the New England Control Area, as described in Section III.13 of Market Rule I.

1.23 **"Good Utility Practice"** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric generation industry with respect to producing electricity from the Facility. Good Utility Practice shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been reasonably expected to accomplish the desired result at a reasonable cost. Such practices, methods and acts must comply fully with applicable laws and regulations, good business practices, economy, reliability, safety, environmental protection, and expedition, having due regard for current editions of the National Electrical Safety Code and other applicable electrical safety and maintenance codes and standards, and manufacturer's warranties and recommendations. Good Utility Practice are not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the electrical generation industry in the United States.

1.24 **"Governmental Authority"** means the federal government, any state or local government or other political subdivision thereof (whether federal, state or local), any court and any administrative agency or other regulatory body, instrumentality, authority or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

1.25 **"Guidelines for Generator Interconnection" or "Guidelines"** means the Guidelines for the Interconnection of Residential Single-Phase Certified Inverter-Based Generating Facilities of 20 kW (AC) or Less and all applicable attachments, and/or the Guidelines for Generator Interconnection: Fast Track and Study Process and all applicable attachments,

which collectively describe the protocols and procedures for interconnecting to the Electric Power System, as may be amended from time to time.

1.26 **"In-Service Date"** means the Approval to Energize date listed on the EDC issued Approval to Energize letter to the system owner, which shall not be before the date of issuance of the RFP under which the Project was selected.

1.27 **"Interconnecting Utility"** means the utility (which shall be the EDC) providing interconnection service for the Facility to the distribution system of that utility.

1.28 **"Interconnection Agreement"** means an agreement with the Interconnecting Utility regarding the interconnection of the Facility to the electric distribution system of the Interconnecting Utility, as the same may be amended from time to time.

1.29 **"Interest Rate"** means, for any date, the Federal Funds Effective Rate; provided, that in no event shall the applicable interest rate ever exceed the maximum lawful rate permitted by applicable law.

1.30 **"ISO Documents"** means the ISO Tariff, Participants Agreement, RNA, and/or ISO New England Manuals, as applicable.

1.31 **"ISO New England Inc." or "ISO" or "ISO-NE"** means the independent system operator established in accordance with the RTO arrangements for New England, or any successor thereto.

1.32 **"ISO New England Manuals"** means the manuals that ISO-NE issues explaining rules and procedures for the region's wholesale electric power markets and bulk power system, including ISO Tariff, as they may be amended from time to time.

1.33 **"ISO Tariff"** means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as may be amended from time to time, or any successor tariff accepted by FERC.

1.34 **"kW"** means a kilowatt.

1.35 **"kWh"** means a kilowatt-hour.

1.36 **"LREC/ZREC"** means any low and/or zero emission generation projects that have been awarded contracts by the EDCs pursuant to General Statutes Sec. 16-244r or 16-244s.

1.37 **"Meter" or "Meters"** means all electric metering associated with the Facility, including the REC Meter, Facility meter and any other real-time meters, billing meters and back-up meters.

1.38 **"Moody's"** means Moody's Investors Service or its successor.

1.39 **"MWh"** means megawatt-hour, and one MWh shall equal 1,000 kWh.

1.40 **"NEPOOL"** means the New England Power Pool, the power pool created by and operated pursuant to the provisions of the RNA, or any successor to the New England Power Pool.

1.41 **"NEPOOL GIS"** means the New England Power Pool Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, which accounts for the generation attributes of electricity generated within New England.

1.42 **"NEPOOL GIS Certificate"** means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS.

1.43 **"NEPOOL GIS Operating Rules"** means the New England Power Pool Generation Information System Operating Rules as may be amended from time to time pursuant to the NEPOOL Agreement and Participants Agreement.

1.44 **"Non-Defaulting Party"** has the meaning set forth in Section 13.2.1.

1.45 **Non-Residential Renewable Energy Solutions Program Manual ("Program Manual")** means the Program Manual document, which may be amended from time to time.

1.46 **"Participants Agreement"** means the "Participants Agreement among ISO New England Inc. as the Regional Transmission Organization ("RTO") for New England and the New England Power Pool and the entities that are from time to time parties hereto constituting the Individual Participants" dated as of February 1, 2005, as may be amended from time to time, or any successor thereto accepted by the Federal Energy Regulatory Commission ("FERC").

1.47 **"Purchase Price" or "Purchase Price(s)"** means the purchase price(s) for the Delivered Purchased Products referenced in the Cover Sheet and as approved by PURA.

1.48 **"Qualified Institution"** means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with (i) a Credit Rating of at least (a) "A" by S&P and "A2" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A" by S&P or "A2" by Moody's, if such entity is rated by either S&P or Moody's but not both, and (ii) having a capital surplus of at least Ten Billion Dollars ($10,000,000,000). In the event of an inconsistency in the ratings (a "split rating"), the lowest Credit Rating shall control.

1.49 **"RNA"** means the Second Restated NEPOOL Agreement dated as of September 1, 1971, as amended and restated from time to time, governing the relationship among the NEPOOL Participants, and any successor agreement.

1.50 **"Rating Agency"** means S&P, Moody's, Fitch or an equivalent organization acceptable to the EDC.

1.51 **"Regulatory Approval"** means the approval of this Agreement by the Authority and such approval is final and not subject to appeal.

1.52 **"Renewable Portfolio Standard" or "RPS"** means the regulations promulgated pursuant to Conn. Gen. Stat. §16-245a, as amended, modified, restated and superseded from time to time, that require a minimum percentage of electricity sold to end-use customers in the State of Connecticut to be derived from certain renewable energy generating resources.

1.53 **"RPS Class I Renewable Energy Source"** means a generation unit that has received a Connecticut Class I RPS Qualification from the Authority, pursuant to Conn. Gen. Stat. § 16-1(a)(26).

1.54 **"S&P"** means Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. and its successors.

1.55 **"Tariff Payment Beneficiary Form"** means Attachment 2 to this Agreement, which includes all information necessary to make payments and/or issue invoices to a Tariff Payment Beneficiary if applicable.

1.56 **"Tax" or "Taxes"** means all taxes that are currently or may in the future be assessed on any products or services that are the subject of this Agreement.

1.57 **"Term"** has the meaning set forth in Section 2.1.

1.58 **"Trading Period"** has the meanings set forth in Rule 3.2 of the NEPOOL GIS Operating Rules.

1.59 **"Unit Contingent"** means that the RECs are intended to be supplied from the Facility and Customer's failure to deliver is excused to the extent the Facility will not be available to produce and Deliver the purchased RECs.

2 Term of Agreement; Delivery Term

2.1 **Term of Agreement.** This Agreement shall commence as of the Effective Date and shall remain in effect through the final settlement of all obligations hereunder after the expiration of the Delivery Term or the earlier termination of this Agreement in accordance with its terms (the "Term").

2.2 **Delivery Term.** The Delivery Term shall commence on the In-Service Date as provided in the Approval to Energize letter and continue for a period of twenty (20) years, unless this Agreement is earlier terminated in accordance with the provisions hereof. Customer understands and agrees that under no circumstances shall the Delivery Term be extended beyond such twenty-year period from the In-Service Date, irrespective of any delays in Deliveries, whether or not due to one or more Force Majeure Events, even if such delay(s) result in initial Delivery under this agreement that is subsequent to the In-Service Date. Further, the production and Delivery of Purchased Products shall not occur prior to the In-Service Date, even if the Facility produces energy prior to the In-Service Date. The EDC is not obligated to purchase any Purchased Products connected with energy produced by the Facility prior to the In-Service Date, or after the end of the Delivery Term under this Agreement.

3 Facility

3.1 **Description.** The Facility is as described in the "Facility" section of the Cover Sheet.

3.2 **Construction.** Customer shall construct the Facility as described in the Cover Sheet.

3.3 **Facility In-Service Date; Final Facility Size.** Customer shall provide notice to the EDC of the In-Service Date and final Facility Size within ten (10) Business Days of the commencement of energy production. The final Facility Size shall be based on the Facility's as-built configuration as noted in the Approval to Energize letter issued by the EDC. If the final Facility Size differs from original description as set forth in the Cover Sheet:

3.3.1 Any increase that results in a Facility Size for a Project that exceeds statutory limits for zero emission Project, as applicable, shall result in immediate and automatic termination of the Project's eligibility under the Tariff.

3.3.2 Any increase that results in a final in-service Facility Size that is greater than the approved as-Bid Facility Size plus five (5) percent, shall result in immediate and automatic termination of the Project's eligibility under the Tariff.

3.3.3 Any decrease that results in a Project size for a Project which falls outside of the size limits for the category in which the Project was Bid shall be allowed only if the following criteria are met: 1) the size category in which the Project ends up had a Price Cap that was higher than the original Project size category for the applicable solicitation and EDC; 2) the Purchase Price is below the highest selected Purchase Price in the size category in which the project ends up for the applicable solicitation and EDC; and 3) the Purchase Price remains the same for the Project.

3.3.4 For Projects that do not meet the criteria in Section 3.3.3 hereof, any decrease that results in a Project size for a Project which falls outside of the size limits for the category in which the Project was Bid, subject to a five (5) percent variation shall result in immediate and automatic termination of the Project's eligibility under the Tariff.

3.3.5 If a Project indicated at the time of Bid submission that additional load was expected to materialize over the five years following Bid submission attributable to transportation electrification (i.e., electric vehicles) and/or fuel switching (i.e., air source heat pumps) or New Construction load, the following shall apply:

3.3.5.1 If such load does not materialize within five years of the In-Service Date, a project's compensation shall be reduced proportionally to the unrealized load. For Buy-All Projects, this will result in a reduction in total compensation, and for Netting Projects, this will result in a reduction in the compensation for the RECs generated by the Project, which may result in negative REC payments.

3.3.5.2 If at any point before the In-Service Date, the EDC receives notice that such part or all of the beneficial electrification load or New Construction load[1] will no longer materialize, Section 3.3.5.1 shall not apply. However, the Final Facility Size shall then be limited to the historical load provisions as outlined in the Program Manual and as applicable to the Project, and the Project will only be eligible to receive compensation for the energy and RECs that are generated once the In-Service Date occurs.

4 Prerequisites for Purchases

4.1 The EDC's obligation to begin the purchase of energy and RECs from a NRES Project at the rate(s) of payment specified in the Cover Sheet is contingent upon the satisfaction of all of the following conditions:

4.1.1 Customer is at all times the distribution Customer of Record of the EDC with project site control.

4.1.2 The EDC has received evidence to its reasonable satisfaction that Customer has met the requirements of Section 4.1.1.

4.1.3 The EDC has received evidence to its reasonable satisfaction that the Facility's In-Service Date has occurred, or will occur, after the issue date of the solicitation to which the Customer is responding.

4.1.4 Customer has demonstrated that the Facility is interconnected to the distribution system of the EDC.

[1] In the case of a New Construction Project that has less than the expected New Construction load materialize, the system will be sized to the realized load.

4.1.5 The Project has a fully executed Interconnection Agreement.

4.1.6 Customer has provided Performance Assurance that satisfies the requirements of Section 9.1 and in an amount that is no less than the Performance Assurance amount listed in the Cover Sheet.

4.1.7 The EDC has received Regulatory Approval.

4.1.8 Customer has provided certification that no grants or rebates have been received from the Connecticut Green Bank or either of its predecessors the Clean Energy Finance and Investment Authority ("CEFIA") or the Connecticut Clean Energy Fund ("CCEF"). For purposes of clarification, this prohibition includes grants or rebates from CEFIA or the CCEF for the installation or construction of the Facility, but does not include projects that receive(d) (i) only predevelopment and/or feasibility funding from Connecticut Green Bank, or (ii) financing in accordance with Conn. Gen. Stat. § 16-245(n) through Connecticut Green Bank. For purposes of this section, the Companies may consult with Connecticut Green Bank regarding the above grants or rebates as they may be applicable to the Facility.

4.1.9 Customer has provided certification that the Project (i) is not on a Shared Clean Energy Facility site; (ii) has not received an agreement under the LREC/ZREC Program or is not currently a Not In-Service LREC/ZREC project; and (iii) has not been split to qualify for a different size category.

4.1.10 Customer has provided notice in a form acceptable to the EDC at its sole discretion, certifying: (a) that generation from the Project that will result in qualifying Purchased Products has begun, (b) the Facility, as constructed, meets all of the zero emission (as applicable) generation facility requirements of the Acts, and (c) the final Facility Size.

4.1.11 If Customer's Facility has been awarded this Agreement based, in part, on any of the Bid Preferences applicable to the RFP for which the Project was selected, Customer has provided accompanying proof in a form acceptable to the EDC at its sole discretion, that it has installed the Project in accordance with the Bid Preference which contributed to the project's selection. Such proof must be submitted to the General Contact for the EDC noted in the Cover Sheet at least thirty days prior to the In-Service Date.

4.1.11.1 If the Project has been awarded this Agreement based, in part, on its receipt of the Solar Canopy/Solar Carport Bid Preference as determined by the EDC and noted on the Cover Sheet, the Customer must demonstrate that the Project has been installed exactly as noted on the Cover Sheet, i.e. the final system size of the portion of the Project indicated to be a Solar Canopy/Solar Carport is, in fact, a Solar Canopy/Solar Carport.

4.1.11.2 If a Project indicated at the time of Bid submission that additional load was expected to materialize over the five years following Bid submission attributable to transportation electrification (i.e., electric vehicles) and/or

fuel switching (i.e., air source heat pumps), the Customer must inform the EDC at the time of notification of the project being In-Service if such beneficial electrification has occurred and/or is still planned.

4.1.12 The In-Service Date has occurred within 3 years of the date of PURA approval of the Tariff award unless an extension has been granted by PURA or the NRES ombudsperson.

4.1.13 If the Project has been awarded this Agreement based, in part, on the fact that it is a SAM Project with 100% of the State and/or Agricultural Beneficial Accounts located in Distressed Municipalities, or a SAM Project with 100% of the Municipal Beneficial Accounts located in Distressed Municipalities and owned by a Distressed Municipality or Beneficial Accounts owned by a Distressed Municipality which is also paying for the Beneficial Accounts' electric service, as determined by the EDC, the Customer has demonstrated via the Beneficial Account Credit Allocation Form, that all Beneficial Accounts are in fact located in Distressed Municipalities or are owned by a Distressed Municipality which is also paying for the Beneficial Accounts' electric service, as determined by the EDC.

4.1.13.1 In the event that a Beneficial Account included on the Beneficial Account Credit Allocation Form submitted for this Project at the time of Bid submission is taken off the Distressed Municipality list, the Project may keep the same Beneficial Account(s) for the 20-year Tariff Term.

5 Purchases

5.1 **Purchases of Energy and RECs.** Beginning on the In-Service Date, provided that the Customer has satisfied all Section 4 prerequisites, the EDC shall purchase the Delivered Energy, inclusive of RECs, from a NRES Project at the Purchase Price as indicated on the Cover Sheet and approved by PURA. EDC's obligation to purchase the Delivered output from the Project is contingent upon the Customer's compliance with the terms of the Program. Upon Delivery, ownership of RECs, energy, and all other Energy and Environmental Attributes shall transfer to the EDC.

5.1.1 Beginning on the date of Customer's satisfaction of all Article 4 prerequisites, Customer shall sell and Deliver, and the EDC shall purchase and receive all Purchased Products in accordance with the terms and conditions of this Agreement. The EDC shall be obligated to purchase only those Purchased Products associated with the energy that is generated by the Facility on and after the satisfaction of all Article 4 prerequisites and continuing through the remainder of the Delivery Term.

5.1.2 The Delivered output will be paid in accordance with the Payment structure(s) outlined in Article 8.

5.1.3 In addition to Customer's sale and the EDC's purchase of RECs, the EDC, without the payment of any additional consideration to Customer, shall receive title to, and Customer shall convey to the EDC, any and all other Environmental Attributes

associated with the electricity generated by the Facility. In addition, the EDC shall take title to all available capacity rights associated with the Project.

5.1.4 If the statutory and/or regulatory framework governing the Non-Residential Renewable Energy Solutions Program in effect as of the Effective Date is amended or suspended by any Governmental Authority and/or is otherwise no longer in force (collectively, a "Change" in the regulatory framework), the EDC may choose to qualify the Facility in another state or federal program, whether for renewable energy certificates or other Environmental Attributes, and Customer shall at such time provide to the EDC any documentation and other support as may be needed for such qualification. If during the Delivery Period a change in Connecticut laws or regulations occurs that creates value in Environmental Attributes, then at the EDC's request, Customer shall cooperate with the EDC to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for the EDC.

6 Metering; Interconnection

6.1 **Metering.** All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the "Meters"), shall be installed, operated, maintained and tested at the Customer's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by the Interconnecting Utility, ISO-NE and NEPOOL GIS; provided that each Meter shall be tested at the Customer's expense at least once each year. The Customer shall be responsible for all costs associated with such metering consistent with all applicable standards and requirements, and the EDC shall own the Meter. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy generated by the Facility. The Customer shall make such hourly meter data available to the EDC at no cost.

6.2 **Interconnection Agreement.** This Agreement does not provide for the interconnection of the Facility to the EDC's electric distribution system. Customer shall seek such interconnection service from the Interconnecting Utility in accordance with the Interconnecting Utility's applicable interconnection process. Customer shall comply with the terms and conditions of the Interconnection Agreement. Customer shall be responsible for all costs and expenses associated with the interconnection of the Facility consistent with all standards and requirements set forth by the Interconnecting Utility.

7 Delivery

7.1 **Delivery of Energy.** Energy must be delivered to the distribution system of the EDC in whose service territory the Project is located.

7.2 **Delivery of RECs.** Payment by the EDC for RECs creates a firm obligation on the part of the Customer to Deliver RECs associated with the Delivered energy at the time that they are produced in the NEPOOL GIS.

7.2.1 It is the Customer's responsibility to operate the NRES Project in such a way as to ensure that the NRES Project meets the qualifications requirements of a Connecticut Class I Renewable Energy Source throughout the entire Term and the Customer is responsible to provide the EDC with any and all required information to ensure such qualification.

7.2.2 Customer shall Deliver energy associated with the Facility, and Customer shall not sell, divert, grant, transfer or assign such energy or RECs to any person other than the EDC during the Term unless otherwise specifically provided herein. Customer shall not enter into any agreement or arrangement under which any person other than the EDC can claim such energy or RECs except as otherwise specifically provided herein. The EDC shall have the exclusive title and rights to all Energy, capacity, and RECs, and the right to resell or convey Energy, capacity, and RECs in its sole discretion.

7.3 **Aggregation of RECs.** The EDCs, their affiliates, and any agents, employees, and representatives thereof (collectively "Authorized Representatives"), are authorized to include and represent this Project in the New England Power Pool Generation Information System ("NEPOOL GIS") and/or any U.S. state or domestic or foreign registry for environmental attributes (collectively, "Other Registries"), and to receive and use all Certificates created with respect to energy generated by the Project during the Term. I approve the EDCs inclusion of the Project as part of an aggregation in any state and agree that the EDC will be the Authorized Agent for the Aggregation. In addition, the EDC or its Authorized Representatives, as applicable, may need my assistance to: (a) monitor and record the electrical energy output of the Project, and verify and provide meter data directly to the NEPOOL GIS and/or Other Registries, in accordance with applicable NEPOOL GIS operating rules; (b) perform any and all acts necessary to ensure Eversource/UI's ability to participate in NEPOOL GIS and/or Other Registries and/or otherwise receive and use the Certificates; and (c) obtain, execute, and/or deliver any documentation as appropriate to such registries in order to qualify the Project for the purpose of including and representing the Project in NEPOOL GIS and/or Other Registries.

8 Compensation Structure, Billing, and Payment

8.1 **Compensation Structures.** The Compensation Structure of either Buy-All or Netting Tariff as indicated in the Cover Sheet and further described in Section 3.2 of the Program Manual. The Compensation Structure cannot be modified, either before or after the system receives Approval to Energize from the utility.

8.2 **Bill Credits and Payments to Tariff Payment Beneficiaries**

8.2.1 **Buy-All Tariff:** Payments for all Purchased Products shall occur on a quarterly basis. To the extent the customer elects to apply bill credits to the customers' on-site account or, in the case of State, Agricultural, or Municipal projects, to any Beneficial Accounts, bill credits will be applied on a monthly basis.

8.2.2 A set percentage of the total compensation rate may be assigned to a Tariff Payment Beneficiary. Payments to such Tariff Payment Beneficiaries shall occur on a quarterly basis. Any remaining compensation shall be applied to the Customer of Record's bill in the form of monetary (i.e., dollars, not kWh) credits applied to the Customer on the Customer's bill.

8.2.2.1 If the Customer of Record chooses to modify the percentage of the total compensation rate assigned to a Tariff Payment Beneficiary at any time after the project has executed a Tariff Agreement, an administrative fee, as noted in the most current version of the Program Manual, as may be amended from time to time, may be charged each time such request is made.

8.2.2.2 If a Bidder elects to provide direct payments to a Tariff Payment Beneficiary in the instance contemplated in Section 3.2.2 of the Program Manual, the Bidder must clearly identify the following: 1) the percentage of total compensation to be paid to a Tariff Payment Beneficiary, and 2) the percentage of total compensation to be paid to each of the Customers of Record associated with each existing revenue meter. One hundred (100) percent of the compensation can be allocated to a Tariff Payment Beneficiary.

8.2.3 **Netting Tariff:** The Total Incentive Payment will be divided between two compensation options i) a monetary on-bill credit that will be applied to the Customer of Record's EDC billing account for the Project Site to offset any customer, supply, and delivery charges on a monthly basis and ii) a quarterly cash payment provided to a Tariff Payment Beneficiary ("REC Payments").

8.2.3.1 REC Payments shall be made on a quarterly basis to either the Customer of Record or to a Tariff Payment Beneficiary. One hundred (100) percent of the REC payments can be allocated to a Tariff Payment Beneficiary.

8.2.4 **Payments to Tariff Payment Beneficiary:** The Customer of Record must certify and approve any payments to be made to a Tariff Payment Beneficiary. If the Customer of Record chooses to redesignate the Tariff Payment Beneficiary at any time after the project has executed a Tariff Agreement, an administrative fee, as noted in the most current version of the Program Manual, as may be amended from time to time, may be charged each time such request is made.

8.2.5 If a Tariff payment results in a net bill credit to the Customer, the credit balance will be carried forward indefinitely until the end of the 20-year term as provided for in the EDC's terms and conditions.

8.2.5.1 Customers may receive an On-Bill Credit Cash Out payment for any accrued Monetary Bill Credits at the end of the 20-year term.

8.2.5.2 Such credits shall also be transferable in the event that the owner of the Facility changes.

8.2.5.3 The EDCs will provide all Customers of Record who have received an On-Bill Credit Cash Out of $600 or more in a calendar year with a 1099 tax form.

8.2.6 Eligibility for bill credits remains with the Project in the event that the Customer of Record at the Project Site changes. The new Customer of Record will become the Customer for purposes of the Program and will receive bill credits for the Project.

8.2.7 **Negative REC Payments.** In the event that a Bidder's REC price is negative, as indicated in the Cover Sheet, an invoice for negative REC payments will be issued to the Tariff Payment Beneficiary in March of each calendar year. Failure to pay such invoice in a timely manner will result in the following penalties:

8.2.7.1 If the Tariff Payment Beneficiary misses their negative REC payment due date by more than six (6) months for three (3) consecutive years, the EDCs shall terminate the Project's eligibility under the Tariff.

8.2.7.2 The EDC's may charge a late payment penalty of up to fifty (50) percent of the missed negative REC payments for payments made more than six (6) months late.

8.3 Beneficial Account Credits

8.3.1 Pursuant to Section 3(a)(4) of Public Act 19-35, Projects for State Customers, Agricultural Customers, and Municipal Customers may be sized so as to not exceed the load of a Customer Host Account and up to 5 Beneficial Accounts, plus up to 5 additional non-state or non-municipal Beneficial Accounts if such Beneficial Accounts are critical facilities as defined in subdivision (2) of subsection (a) of section 16-243y of the general statutes, and are connected to a Microgrid. The EDCs will provide for monetary crediting in the form of bill credits ("Beneficial Account Credits") to Beneficial Accounts. The EDCs will allow the Customer Host to determine the allocation percentages for each of the Beneficial Accounts subject to the requirements outlined in Section 3.2 of the Program Manual by providing the required information to the respective EDC via the Beneficial Account Credit Allocation Form. To be eligible as Beneficial Accounts, accounts must meet all requirements set forth in Public Act 19-35. For non-state or non-municipal critical facilities to be designated as Beneficial Accounts, they must be physically connected to the same Microgrid as the Customer Host.[2]

[2] Refer to Appendix C - Beneficial Account Credit Allocation Guidelines in the Program Manual for further guidance regarding re-designation of Beneficial Accounts.

8.3.2 Each Customer Host shall set credit allocation percentages for Beneficial Accounts, and each Beneficial Account shall set credit allocation percentages for each eligible individually numbered account, which may be reapportioned on an annual basis. Appendix C – Beneficial Account Credit Allocation Guidelines in the Program Manual provides more details on the Beneficial Account allocation process.

8.4 **Payment Disputes**. If either Party disputes the amount paid to it by the other Party, it shall so notify the other Party in writing and such disputed amount shall be withheld by such other Party pending resolution of the dispute. Any undisputed amounts shall be paid when due. The paying Party shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which interest shall be calculated in the same manner as interest on late payments under Section 8.6. Neither Party shall have the right to challenge any monthly bill nor to bring any court or administrative action of any kind questioning the propriety of any bill after a period of twenty-four (24) months from the date the bill was due.

8.5 **Payment Method.** All payments shall be made in accordance with the Tariff-specific payment method(s) described in Article 8 herein. Payments to Tariff Payment Beneficiaries shall be made in accordance with the payment instructions in the Attachment 2: Tariff Payment Beneficiary Form.

8.6 **Interest on Late Payment.** All overdue payments hereunder shall bear interest from (and including) the due date to (but excluding) the date of payment at the Interest Rate.

8.7 **Taxes.** Customer shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the Facility or production from the Facility arising prior to Delivery. The EDC shall pay or cause to be paid all Governmental Charges on or with respect to the Purchased Products at and after Delivery (other than ad valorem, franchise or income taxes that are related to the sale of the Purchased Products and are, therefore, the responsibility of the Customer). Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law. A tax shall not include any penalty or fines.

9 Performance Assurance

9.1 **Provision of Performance Assurance.** The required amount of Performance Assurance is twenty-five dollars ($25) per kW (AC) of the nameplate capacity of the proposed Project. The Performance Assurance must be provided to the appropriate EDC at the time of Bid submission**.**

9.2 **Return of Performance Assurance.** Performance Assurance shall be returned to the current Tariff Payment Beneficiary, or in the event that a Tariff Payment Beneficiary is not elected, the current Customer only if one of the following conditions is met: (i) the selected project enters commercial operation in a timely fashion and begins producing energy consistent with the rules outlined in the Program Manual; (ii) the Project's eligibility under the tariff is terminated for failure to receive regulatory approval satisfactory in substance to the EDC;

(iii) the Project's eligibility under the tariff is terminated due to a force majeure event; or (iv) the bid is not selected under the procurement for which the bid was submitted. For purposes of clarification, EDC has no obligation to return Performance Assurance if the Agreement is terminated due to an Event of Default by Customer or if the Bidder chooses not to move forward with a Bid after the Bid has been submitted.

10 Covenants, Representations and Warranties

10.1 **Customer Covenants, Representations and Warranties.** On and as of the Effective Date, and upon Delivery, Customer hereby covenants, represents and warrants to the EDC as follows:

10.1.1 Customer has and, at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;

10.1.2 The execution, delivery and performance of this Agreement by Customer has been duly authorized by all necessary action and does not violate any of the terms or conditions of Customer's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Customer;

10.1.3 To the Customer's knowledge, there is no pending or threatened litigation, arbitration or administrative proceeding that materially adversely affects the Customer's ability to perform its obligations under the tariff;

10.1.4 The Tariff Payment Beneficiary is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

10.1.5 Customer and Tariff Payment Beneficiary, as applicable, shall sell and Deliver and EDC shall purchase and receive all right, title, and interest in and to the energy, capacity, and RECs in accordance with the Tariff Agreement and the Terms and Conditions herein for the entire twenty (20) year term;

10.1.6 At the time of Delivery, Customer shall convey title to any and all of the Energy, capacity, and RECs Delivered to the EDC in accordance with the Tariff and Terms and Conditions.

10.1.7 The Energy and RECs must be free and clear of any and all liens or other encumbrances or title defects and Customer further represents that any and all of the Energy and RECs represent generation from a Facility that has been qualified by the Authority as eligible to produce RECs pursuant to the Renewable Portfolio Standard;

10.1.8 Upon each Delivery, Customer warrants to the EDC that (A) it has sold and transferred the Energy and RECs once and only once exclusively to the EDC; (B) the RECs and any other Environmental Attributes sold hereunder have not expired

and have not been, nor will be sold, retired, claimed or represented as part of electricity output or sale, or used to satisfy any renewable energy or other carbon or renewable generation attribute obligations under the RPS or in any other jurisdiction; (C) that it has made no representation in writing or otherwise, that any third-party has received, or has obtained any right to, such RECs that are inconsistent with the rights being acquired by the EDC hereunder, including, but not limited to, any right to use the RECs to meet the renewable energy requirements in any other state or jurisdiction, or any other renewable energy program; and (D) the RECs, as applicable, meet statutory requirements as they existed as of the effective date;

10.1.9 If Customer's Facility has been awarded this Agreement based, in part, on any of the Bid Preferences applicable to the RFP for which the Project was selected, Customer covenants that the Facility has been constructed in accordance with the applicable Bid Preference criteria;

10.1.10 Customer warrants that as of the In-Service Date and continuing thereafter, the Facility will be qualified to produce Connecticut Class I Renewable Energy Credits that meet the requirements of the Program; and

10.1.11 Customer covenants that, if they indicated at the time of Bid submission that additional load was expected to materialize attributable to transportation electrification (i.e., electric vehicles) and/or fuel switching (i.e., air source heat pumps), they will inform the Companies immediately and provide accompanying proof of installation when the associated beneficial electrification load materializes, but no later than five years from the In-Service Date.

10.1.12 Customer covenants that, if they indicated at the time of Bid submission that the Project is a SAM Project with 100% of the State and/or Agricultural Beneficial Accounts located in Distressed Municipalities, or a SAM Project with 100% of the Municipal Beneficial Accounts located in Distressed Municipalities and owned by a Distressed Municipality or Beneficial Accounts owned by a Distressed Municipality which is also paying for the Beneficial Accounts' electric service, all Beneficial Accounts must always be located in a Distressed Municipality or owned by a Distressed Municipality which is also paying for the Beneficial Accounts' electric service, as determined by the EDC. In the event that a municipality of a Beneficial Account indicated at the time of Bid submission is taken off the Distressed Municipality list, the Project may keep the same Beneficial Account(s) for the 20-year Tariff Term.

10.1.13 Customer covenants that the Facility is constructed substantially as described in the Cover Sheet, including but not limited to (i) technology type, and (ii) Rooftop Project designation.

10.1.14 Customer covenants that, if applicable, the Customer Host will maintain the original SAM designation (i.e. State, Agricultural, or Municipal) as designated on the Cover Sheet, throughout the Tariff Term.

10.2 **The EDC Covenants, Representations, and Warranties.** On, as of the Effective Date, and upon Delivery, the EDC hereby represents and warrants to Customer as follows:

10.2.1 The EDC has, and at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;

10.2.2 The execution, delivery and performance of this Agreement by the EDC has been duly authorized by all necessary action and does not violate any of the terms or conditions of the EDC's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to the EDC;

10.2.3 There is no pending or (to the EDC's knowledge) threatened litigation or administrative proceeding that materially adversely affects the EDC's ability to perform its obligations under this Agreement; and

10.2.4 The EDC is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

11 Change to Customer of Record; Designation of Tariff Payment Beneficiaries; Assignment

11.1 **Change to Customer of Record.** This Agreement will be automatically transferred by Customer to a new Customer of Record, if the Customer of Record changes at any point throughout the duration of the Tariff Term. The Customer Host must maintain the original SAM Designation (i.e., State, Agricultural, or Municipal) as designated at the time of Bid submission throughout the Tariff Term. When transferred, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by the transferee of the Customer, except that no transfer of this Agreement by Customer shall operate to release the Customer from any of its obligations under this Agreement unless the EDC (or its successors or assigns) consents in writing to the transfer and expressly releases the transferor from its obligations thereunder. Such transfer must be communicated to the EDC in writing at least thirty (30) days prior to such transfer becoming effective. In addition, the original Customer, new Customer of Record, and Tariff Payment Beneficiary shall sign and provide an updated Tariff Payment Beneficiary Form thirty days before the transfer is scheduled to occur.

11.2 **Designating Tariff Payment Beneficiaries.** Customers can designate a Tariff Payment Beneficiary to receive a portion of the Purchase Price for Buy-All systems and the Purchase Price for RECs for Netting Tariff systems. Such initial Tariff Payment Beneficiary must be designated at the time of Bid submission.

11.3 **Changing Tariff Payee or Tariff Payment Allocation Percentage.** Customers may submit a revised Tariff Payment Beneficiary Form once per calendar year. As part of this revision, the Customer may change the allocation of direct cash payments vs. monetary on-bill credits for Buy-All systems, as well as the Tariff Payment Beneficiary and/or any relevant payment information. An administrative fee, as noted in the most current version of the Program Manual, as may be amended from time to time, may be charged for any updates to the Tariff Payment Beneficiary forms.

11.4 **Permitted Assignment by the EDC.** The EDC shall have the right to assign this Agreement without consent of Customer in connection with any merger, consolidation, exchange of all of the common stock or other equity interests or other similar transactions involving the EDC that is approved by the Authority.

11.5 **Prohibited Transfers Assignments.** Any purported transfer or assignment of this Agreement not in compliance with the provisions of this Article 11 shall be null and void.

12 Regulatory Approval; Cost Recovery

12.1 **Failure to Obtain Regulatory Approval.** If the EDC notifies Customer that it has received an order from the Authority regarding this Agreement that is not acceptable either in form or substance to the EDC in its sole discretion, the EDC may terminate this Agreement within thirty (30) days after the date of the order. The EDC must provide notice of such termination to Customer in accordance with the provisions of Article 14. Upon such termination, neither Party shall have any further liability hereunder.

12.2 **EDC Cost Recovery.** The Parties recognize and agree that this Agreement and the amounts to be paid to Customer for Purchased Products hereunder, and the reasonable and prudently incurred costs and fees incurred by the EDC associated with this Agreement, are premised upon Authority approval. If the Authority fails to authorize the EDC's full cost recovery of these reasonable and prudently incurred costs and fees, then the EDC may immediately terminate this Agreement.

13 Events of Default; Remedies

13.1 **Events of Default.** An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

13.1.1 If Customer, on behalf of or associated with the NRES Project, receives, has received, or seeks to receive, EDC ratepayer funded incentives or subsides, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act ("PURPA") tariffs, LREC/ZREC contracts, SCEF agreements, Public Act 18-50 tariffs other than those in this Program, any other contract or program of any kind in which an EDC purchases the Facility's energy, capacity, or renewable attributes, and grants or rebates from the Connecticut Green Bank and any of its predecessors or any successor agency or fund or the

Conservation and Load Management Program (subject to the clarifications in Section 3.3.5 of the Program Manual);

13.1.2 If Customer fails to satisfy any and all of the conditions set forth in the Tariff, including the Terms and Conditions contained herein;

13.1.3 If the NRES Project is not In-Service within 3 years of the date of PURA approval of the Tariff award, unless an extension has been granted by PURA or the NRES ombudsperson;

13.1.4 If the NRES Project is not In-Service for the entire term of the Tariff (20 years);

13.1.5 If the NRES Project does not Deliver energy and/or RECs for the entire 20-year Tariff Term;

13.1.6 If Customer fails to Deliver Energy and/or RECs from the Facility to the EDC for twelve (12) consecutive months, subject to PURA approval;

13.1.7 If PURA, or its successor organization, rules a Program participant to be ineligible under the Tariff for any reason;

13.1.8 If Customer fails to operate the Facility as approved in the EDC's RFP selection process and as ultimately indicated on the Cover Sheet, which includes, but is not limited to, differences in location, technology type, and/or Rooftop Project designation;

13.1.9 If the Facility Size exceeds the statutory limits for a zero emission Project, as applicable;

13.1.10 If the final In-Service Facility Size is greater than the approved as-Bid Facility Size plus five (5) percent;

13.1.11 If the final In-Service Facility Size falls outside of the size limits for the category in which the Project was Bid, this shall be allowed only if the following criteria are met: 1) the size category in which the Project ends up had a Price Cap that was higher than the original Project size category for the applicable solicitation and EDC; 2) the Purchase Price is below the highest selected Purchase Price in the size category in which the project ends up for the applicable solicitation and EDC; and 3) the Purchase Price remains the same for the Project.

13.1.11.1 For Projects that do not meet the criteria in Section 13.1.11 hereof, any decrease that results in a Project size for a Project which falls outside of the size limits for the category in which the Project was Bid, subject to a five (5) percent variation shall result in immediate and automatic termination of the Project's eligibility under the Tariff.

13.1.12 If a Party materially breaches any or all of its obligations as described in this Agreement and such breach is not cured within twenty (20) Business Days of written notice of such breach from the other Party;

13.1.13 If any representation or warranty or covenant made by a Party in Article 10 of this Agreement proves to have been misleading or false in any material respect when made;

13.1.14 For Projects where the SAM Customer Host is not the Owner of the Project Site, if the EDCs determine that the SAM Customer Host does not have control of the Project Site, or an unconditional right granted by the Owner of the Project Site to acquire such control by the start of the Tariff Term, at any point during the solicitation process or Tariff Term, the SAM Customer Host may be removed from the Program and the Tariff Agreement may be terminated by the respective EDC; and/or

13.1.15 If a Party becomes Bankrupt.

13.2 **Remedies Upon Default.**

13.2.1 **Remedies.** Upon the occurrence and continuation of an Event of Default, the other Party (the "Non Defaulting Party") may (i) terminate this Agreement upon written notice to the Defaulting Party, (ii) withhold any payments due in respect of this Agreement to the extent of its damages pursuant to this Section 13.2.1, and/or (iii) exercise such remedies as provided in this Agreement. Both Parties hereby stipulate that the remedies set forth in this Section 13.2.1 are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.

13.2.2 **Suspension of Performance.** Notwithstanding any other provision hereof, if an Event of Default has occurred and is continuing, the Notifying Party may, on notice to the other Party, suspend performance of its obligation to deliver and sell, or receive and purchase, as applicable, Energy and RECs until such Event of Default is cured; provided, however, that any suspension shall not extend the Delivery Term period. Any such suspension shall be without prejudice to any remedy provided herein or otherwise available at law or in equity, including the right to subsequently terminate under Section 13.2.1.

13.2.3 **Other EDC Remedies.**

13.2.3.1 With respect to a Customer default pursuant to Section 13.1.1, (i) this Agreement shall be deemed to have terminated automatically as of the date of such receipt, (ii) Customer shall forfeit its Performance Assurance to the EDC, and (iii) Customer shall promptly return any amounts to the EDC paid for any Energy and RECs under this Agreement subsequent to receipt of such grant or rebate.

13.2.3.2 With respect to a Customer default pursuant to Section 13.1.3 (the NRES Project is not In-Service within 3 years of the date of PURA approval of the Tariff award, subject to potential a potential extension granted by PURA or

NRES ombudsperson), this Tariff shall terminate immediately and automatically.

13.2.3.3 With respect to a Customer default pursuant to Section 13.1.6, the EDC shall have the right to terminate this Agreement without further liability on the part of the EDC, by giving Customer fifteen (15) Business Days' notice.

13.2.3.4 With respect to a Customer default pursuant to Section 13.1.9, 13.1.10, and/or 13.1.11, this Tariff shall terminate immediately and automatically.

14 Notices and Contact Information

14.1 Any notice, demand, or request permitted or required under this Agreement shall be in writing and shall be delivered via electronic mail to the EDC General Contact listed on the Tariff Agreement Cover Sheet.

14.2 Notices by electronic delivery shall be effective at the close of business on the day actually received, if received during receiving party's business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day.

14.3 Any correspondence related to the Performance Assurance should be sent to the Performance Assurance contact at the applicable address set forth in the Cover Sheet.

14.4 The notice, contact or accounting information specified in the Cover Sheet and in this Article 14 may be changed from time to time by written notice by either Party to the other Party without amendment of this Agreement However, such written notice shall not be used for the purposes of Article 11.

15 Force Majeure

15.1 **Force Majeure.** (a) Except as otherwise set forth in this Agreement, neither Party shall be liable to the other Party for failure or delay in the performance of any obligation under this Agreement during the Term if and to the extent that such delay or failure is due to a Force Majeure Event. The Party claiming Force Majeure shall notify the other Party of the occurrence thereof as soon as possible and shall use reasonable efforts to resume performance immediately. (b) In no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the Tariff Term of this Agreement. (c) In the event of (i) a Force Majeure Event of twelve (12) consecutive months duration, or (ii) Force Majeure Events cumulatively totaling twelve (12) months, in which Customer fails to deliver any Energy and RECs from the Facility to the EDC, the EDC shall have the right to terminate this Agreement without further liability to the EDC, by giving Customer fifteen (15) Business Days written notice.

16 Limitation of Liability

16.1 WITH RESPECT TO ANY LIABILITY HEREUNDER, NEITHER CUSTOMER NOR THE EDC SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

17 Dispute Resolution

17.1 Except as otherwise expressly set forth herein, for any and all disputes or issues, the Parties shall refer to this Article 17. A Party must respond to the other Party's notice concerning a disputed issue within ten (10) Business Days of first notification unless otherwise specified in this Agreement.

17.2 Any Party may give the other Party notice of any dispute not resolved in the normal course of business ("Initial Notice"). A copy of the Initial Notice shall also be given to the Authority. Such Initial Notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within five (5) Business Days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) Business Days after delivery of the Initial Notice, representatives of both Parties and, at the Parties request, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties are unable to resolve the dispute within sixty (60) Business Days after the delivery of the Initial Notice, a Party may petition the Authority to initiate a proceeding to resolve the dispute. The Parties should report to the Authority any resolution of disputes agreed to by the Parties within five (5) Business Days of said agreement.

17.3 The Parties agree that all disputes or issues arising out of this Agreement shall be brought to the Authority for resolution of the dispute or issues as provided in this Article 17. The Parties waive their right to bring disputes or issues to any other forum except as provided in the Uniform Administrative Procedures Act, General Statutes of Connecticut § 4-166, et seq.(c).

17.4 **Allocation of Dispute Costs.** Each Party shall be responsible for its own legal fees, including but not limited to attorney fees. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes.

17.5 **Waiver of Jury Trial.** EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT.

18 Miscellaneous

18.1 **Records.** The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least six (6) years following the end of the Term such records as may be needed to afford a clear history of all deliveries of Energy and RECs pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is ended. This Section shall survive the expiration or termination of this Agreement.

18.2 **Audit Rights.** Customer and the EDC shall each have the right throughout the Term and for a period of six (6) years following the end of the Term, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other Party to the limited extent necessary to verify the basis for any claim by a Party for payment from the other Party or to determine a Party's compliance with the terms of this Agreement. The Party requesting the audit shall pay the other Party's reasonable costs allocable to such audit.

18.3 **Accounting Information.** Customer shall provide to the EDC, and in a timely fashion following its request, reasonably requested information that the EDC requires for its accounting analysis or Securities and Exchange Commission reporting purposes. The EDC agrees to treat any information that includes confidential information with the same degree of care that it accords its own confidential information.

18.4 **Site Access.** The EDC and its representatives shall have the right, but not the obligation, during business hours, upon reasonable notice to Customer, to visit and view the Facility site including, but not limited to, the purposes of verifying compliance with the Facility's description as provided in the Cover Sheet, and final Facility Size as of its In-Service Date. The EDC and Customer agree that it shall constitute a material breach by Customer to deny the EDC reasonable access to the site and the Facility and that such material breach shall constitute an Event of Default by Customer under Article 13.

18.5 **Amendment/Binding Effect.** This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement and, with respect to amendments only, receive Regulatory Approval. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

18.6 **Severability.** If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise

affected by such adjudication, provided that the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

18.7 **Entire Agreement.** This Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof.

18.8 **Waiver.** No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

18.9 **Governing Law; Venue; Waiver of Jury Trial.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of law. Parties waive the right to a trial by jury. Any dispute arising out of this Agreement shall be governed by Section 17.3 of this Agreement.

18.10 **Headings.** The article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

18.11 **Indemnification.** Customer agrees to indemnify, defend and hold harmless the EDC, and any of its Affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any act or omission or event or circumstance caused by Customer or which is in any manner connected with the performance of this Agreement by Customer, except to the extent that such Claim may be attributable to the gross negligence or willful misconduct of the EDC. This indemnity shall survive the expiration or termination of this Agreement for the full statutory period allowable by applicable law.

18.12 **No Third Party Beneficiaries.** Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons not parties to this Agreement.

18.13 **Counterparts; Transmittal.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Facsimile or electronic transmission of this Agreement shall constitute good and valid delivery.

Year 5 RFP
Bid Certification Form
for the Non-Residential Renewable Energy Solutions Solicitation of The Connecticut Light and Power Company dba Eversource Energy ("Eversource") and The United Illuminating Company Non-Residential Renewable Energy Solutions RFP

Instructions:

All capitalized terms not defined herein shall have the meanings set forth in the most recent Request for Proposals for the Non-Residential Renewable Energy Solutions Program of The Connecticut Light and Power Company and The United Illuminating Company ("RFP").

The following four-plus (4+) pages must be executed by duly authorized representatives of the Bidder (page 2), Tariff Agreement Customer (page 3), Owner of the Project Site (page 4), and Tariff Payment Beneficiary (page 5) respectively.

Bidder is defined as the individual or business submitting a proposal ("Bid") to be considered for selection to be awarded a long-term agreement for the purchase of Purchased Products pursuant to the terms and conditions of a fully executed Tariff Agreement. The Bidder may or may not be the Tariff Agreement Customer and/or the Owner of the Project Site.

Tariff Agreement Customer is defined as the legal entity desiring to enter into a Tariff Agreement (i.e., the selling party under the Agreement, otherwise known as the Customer of Record with the utility). The Tariff Agreement Customer may or may not be the Bidder and/or the Owner of the Project Site.

Owner of the Project Site is defined as the legal owner of the Project Site. The Owner of the Project Site may or may not be the Bidder and/or the Tariff Agreement Customer.

- **The signature of the Owner of the Project Site (or authorized representative of) must be witnessed by a Notary Public and documented as such.**

Tariff Payment Beneficiary is defined as an individual or entity designated by a Customer to receive tariff-related payments.

All 4+ pages (pages 2, 3, 4+, and 5) of this form must be filled out entirely and signed by the appropriate parties, scanned, and uploaded as one single PDF (.pdf) file.

Bidder's Signature, Commitment and Acceptance

Bidder agrees to submit its Bid Form according to the instructions included in the RFP and the Company-specific instructions provided on each Company's website. Bidder represents that it understands the requirements, terms and conditions of the RFP.

Bidder hereby certifies that all the statements and representations made in this Bid are true and accurate to the best of Bidder's knowledge.

By submission of the Bid Form, Bidder agrees that its Bid, including the Purchase Price(s)[1] included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Bid submission. Bidder further agrees that if it is notified that it has been chosen as a winning Bidder, (a) Bidder will execute, or if it is not the Tariff Agreement Customer, Bidder will work with Tariff Agreement Customer to facilitate the execution of the Tariff Agreement and (b) Purchase Price and all other components of the Bid shall remain open, firm and binding until this Purchase Price and other Bid information have been reflected in a fully executed Tariff Agreement.

Bidder certifies that if it is not the Tariff Agreement Customer, it shall use its best efforts to cause Tariff Agreement Customer to execute the Standard Contract without modification.

Bidder hereby certifies that the project's In-Service Date has not occurred, and will not occur, after the issuance date of this RFP, and that the project otherwise meets all of the Program requirements.

Bidder hereby certifies that it, or if it is not the Tariff Agreement Customer, that the Tariff Agreement Customer, has the right to use the site described in the Bid Form consistent with the requirements set forth in Section 5, Bid Eligibility Requirements, of the RFP.

Bidder hereby affirms that the project's success is not contingent upon Electric Distribution Company ("EDC") assistance in any respect other than execution of the Tariff Agreement or other services provided by the EDCs on a routine basis to similarly situated projects, such as interconnection.

Bidder represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs")

Bidder represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category. Project splitting is for the purposes of the Non-Residential Renewable Energy Solutions program only and does not affect how the projects will be reviewed under other regulatory processes not within PURA's jurisdiction, such as DEEP permitting processes or Connecticut Siting Council review.

Bidder affirms that it understands the requirements set forth in Public Act No. 21-43, An Act Concerning A Just Transition To Climate-Protective Energy Production And Community Investment, including but not limited to community benefit agreements and prevailing wage requirements.

Bidder: _____
(Exact legal name of Individual or Business submitting Bid)

Signature of Bidder
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of Bidder
(or Representative of): _____

(duly authorized)

Title: _____

Date Signed: _____

[1] Small Zero Emission Projects do not bid a purchase price.

Tariff Agreement Customer's Signature, Commitment and Acceptance

As a duly authorized representative of the Tariff Agreement Customer, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the project bid are true and accurate to the best of my knowledge.

Tariff Agreement Customer represents that it understands the requirements, terms and conditions of the RFP.

Tariff Agreement Customer represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

The Tariff Agreement Customer represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category.

The Tariff Agreement Customer further agrees that the Bid, including the Purchase Price(s)[2] included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Tariff Agreement Customer and that should Bidder be notified that it has been chosen as a winning Bidder, (a) Tariff Agreement Customer shall execute the Standard Tariff Agreement without modification and (b) the Purchase Price(s) and all other components of the Bid shall remain open, firm and binding until this Purchase Price(s) and other Bid information have been reflected in a fully executed Standard Tariff Agreement. Additionally, if a Tariff Payment Beneficiary has been designated at the time of Bid submission, the Tariff Agreement Customer certifies that accepts such designation and the information as submitted with the Bid.

The Tariff Agreement Customer agrees that there will be no change to the Bidder entity until the conclusion of the RFP.

Tariff Agreement Customer: _____
(Exact legal name of Tariff Agreement Customer, as defined above)

Signature of Tariff Agreement Customer
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of
Tariff Agreement Customer
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

[2] Small Zero Emission Projects do not bid a purchase price.

Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance

Note – the Owner of the Project Site's signature is required to be witnessed by a Notary Public and documented as such.

As a duly authorized representative of the Owner of the Project Site, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the project bid are true and accurate to the best of my knowledge.

Owner of the Project Site represents that it understands the requirements, Terms and Conditions of the RFP, including site control.

Owner of the Project Site represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

Owner of the Project Site represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category.

Owner of the Project Site further attests that the Bidder is authorized to submit this Bid for the project located, in association with the development of a Non-Residential Renewable Energy Solutions project, to be located on the Owner of the Project Site's property (Project Site) pursuant to the 11/3/21 Final Decision in Docket 21-08-03 by the Public Utilities Regulatory Authority.

For Projects where the State, Agricultural, or Municipal ("SAM") Customer Host is not the Owner of the Project Site: Owner of the Project Site attests that the SAM Customer Host: 1) has control of the Project Site or an unconditional right to obtain site control, 2) has authorized the Bidder, if different than the Customer Host, to submit a NRES Bid for the Project Site, and 3) is authorized to participate in the NRES Program for the entire 20-year Tariff Term should the Bid be selected.

Attached hereto is the necessary proof of control of the Project Site, as required by the corresponding RFP and in accordance with the most current Non-Residential Renewable Energy Solutions Program Manual. This includes copies of executed documents demonstrating site control, such as deeds, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site and/or SAM Customer Host, if applicable, regarding the right to develop the Project showing one of the following:

1. That the Project developer owns the site or holds a lease or easement with respect to the site on which the proposed Project will be located for a term of at least as long as the term of the NRES Tariff Agreement; or
2. That the Project developer has an unconditional option agreement to purchase or lease the site for such term; or
3. For Projects where the SAM Customer Host is not the Owner of the Project Site, that the SAM Customer Host holds a lease or easement with respect to the site on which the proposed Project will be located for a term of at least as long as the term of the NRES Tariff Agreement.

Owner of Project Site – Please fill out and sign the following:

Owner of Project Site: _____
(Exact legal name of Owner of the Project Site, as defined above)

Signature of Owner of Project Site
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of Owner of
Project Site (or a Representative of):

_____
(duly authorized)

Title: _____

Date Signed: _____

Notary Public – Please fill out and sign the following:

Subscribed and sworn before me, this _____ day of _____ 20_____

Notary Public: _____ Commission expires: _____

Print or Type Name of Notary Public: _____

Commission Number:_____

Tariff Payment Beneficiary Signature, Commitment and Acceptance – IF APPLICABLE

As a duly authorized representative of the Tariff Payment Beneficiary, I hereby attest that I have reviewed and am familiar with the submitted Bid information, including but not limited to the allocation structure and payment methods.

The Tariff Payment Beneficiary certifies that it understands the requirements, terms and conditions of the RFP and the obligations of a Tariff Payment Beneficiary as they pertain to this Program.

Tariff Payment Beneficiary: _____
(Exact legal name of Tariff Payment Beneficiary, as defined above)

Signature of Tariff Payment Beneficiary
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of
Tariff Payment Beneficiary
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____