SHARED CLEAN ENERGY FACILITY RIDER SUBSCRIBER TERMS AND CONDITIONS

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1 SUMMARY

These Subscriber Terms and Conditions establish the detailed program requirements for the Shared Clean Energy Facilities ("SCEF") program ("Program") consistent with Section 7 of Public Act 18-50, *An Act Concerning Connecticut's Energy Future*, 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,* ~~and~~ Section 25 of Public Act 23-102, *An Act Strengthening Protections for Connecticut's Consumers of Energy*, *and Section 9 of Public Act 25-173, An Act Concerning Energy Affordability, Access, and Accountability* ("the Acts") as codified in §16-244z of the Connecticut General Statutes and as approved by the Public Utilities Regulatory Authority ("PURA").

2 DEFINITIONS

The following definitions are applicable to the Program Requirements and conform with Conn. Gen. Stat. §§ 16-244z(a) and 16-244x;

"Commercial Customer" means a retail end user of electric service located in the service territory of the EDC that has commercial usage;

"Customer" means a retail electric account holder of an Electric Distribution Company ("EDC");

"Delivery Term Start Date" means the start of the SCEF Delivery Term;

"Delivery Term" means the period during which EDC is obligated to purchase the RECs associated with the Facility that are Delivered to EDC by Subscriber Organization;

"Electric Distribution Company" or "EDC" has the same meaning as provided in Section 16-1 of the General Statutes;

"kWh" means a kilowatt-hour;

"LMI" means Low-income Customers and Moderate-income Customers;

"Low-income Customer" means an in-state retail end user of an EDC (i) whose income does not exceed sixty per cent of the state median income, adjusted for family size, or (ii) that is an affordable housing facility

"Low-income Service Organization" means a for-profit or nonprofit organization that provides service or assistance to low-income individuals;

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“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;

"Moderate-income Customer" means an in-state retail end user of an EDC whose income is between sixty (60) percent and one hundred (100) percent of the state median income as defined by the United States Department of Housing and Urban Development, adjusted for family size;

“Municipal Customer” means a retail end user of electric service located in the service territory of the EDC that is a Municipality;

"On-bill Credit" means a monetized credit equal to the Subscriber Savings Rate times the production allocated to the Subscriber for each month by the EDC and reflected on the Subscriber's monthly bill from the EDC;

"Program" means the Shared Clean Energy Facilities program developed by DEEP and approved by PURA pursuant to the Act and approved by PURA;

"PURA" means the Public Utilities Regulatory Authority;

“Residential Customer” means a retail end user of electric service located in the service territory of the EDC that has residential usage;

“Rider” means the rider developed by Connecticut Light and Power Company dba Eversource Energy ("Eversource") or The United Illuminating Company ("UI") (together, "the EDCs"), whichever is applicable to a SCEF, consistent with this Program and approved by PURA;

“SCEF Program Manual” means the program rules approved by PURA in the applicable SCEF Annual Review Docket (XX-08-04);

"Shared Clean Energy Facility" or “SCEF” means a Class I renewable energy source, as defined in Section 16-1 of the General Statutes, that (i) is served by an electric distribution company, as defined in Section 16-1, (ii) is within the same electric distribution company service territory as the individual billing meters for subscriptions, (iii) has a nameplate capacity rating of five megawatts or less, and (iv) has at least ten subscribers;

“Small Business Customer” means a commercial or industrial electric customer with less than a 200 kW peak load;

“State Customer” means 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;

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"Subscriber" is defined by Section 16-244x of the General Statutes as an in-state retail end user of an electric distribution company who (A) has contracted for a subscription, and (B) has identified an individual billing meter to which the subscription shall be attributed;

“Subscriber Organization” is defined by Section 16-244x of the General Statutes as any for-profit or not-for-profit entity permitted by Connecticut law that (A) owns or operates one or more shared clean energy facilities for the benefit of the subscribers, or (B) contracts with a third-party entity to build, own or operate one or more shared clean energy facilities;

"Subscriber Savings" means, on a monthly basis, the On-bill Credit applied to a Subscriber's EDC account;

“Subscriber Savings Rate” means the cents/kWh rate used to calculate the On-bill Credit;

"Subscription" is defined by Section 16-244x of the General Statutes as a beneficial use of a shared clean energy facility, including, but not limited to, a percentage interest in the total amount of electricity produced by such facility or a set amount of electricity produced by such facility;

“Subscription Effective Date” means the beginning of the Subscription Term;

"Subscription Summary Form" means a summary provided by the EDC to new Subscribers detailing the disclosures and other material terms and conditions of a SCEF tariff and program rules;

“Subscription Term” is the length of time that a Subscriber shall receive the On-bill credit and shall not exceed 20 years. The Subscription Term will begin within the 60 day period after the Delivery Term Start Date of the SCEF associated with the Subscription;

"Tariff" means the tariff developed by Eversource Energy ("Eversource") or The United Illuminating Company ("UI") (together, "the EDCs"), whichever is applicable to the SCEF, consistent with this Program and approved by PURA.

3 SUBSCRIBERS

3.1 Subscriber Requirements

Subscribers are limited to the following classes of Customers:

i. Low-income Customers;
ii. Moderate-income Customers;
iii. Low Income Service Organizations;
iv. Affordable Housing Landlords, Entities and Facilities
v. Small Business Customers;
vi. State or Municipal Customers;
vii. Commercial Customers; and

viii. Residential Customers, other than LMI Customers, who either: (1) reside in a rental or leased property, or a property where the Customer does not control the property's roof, such as a multi- unit condominium; or (2) reside in their own property but have been evaluated by a rooftop solar installer as unable to install on-site solar.

A Subscriber may not receive, or seek to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, associated with the electric load for which there is a Subscription under this Program. If a Subscriber has load in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, the Subscriber may participate in this Program as a Subscriber for only that excess load. The Subscriber is responsible for demonstrating excess load to the satisfaction of the EDC to be consistent with this Program. If a Subscriber utilizes net metering, virtual net metering, LREC/ZREC contracts, or Public Act 18-50 tariffs other than those in this Program for the electric load associated with a Subscription under this Program, such Subscription will be terminated.

3.2 Subscriber Eligibility

Subscriber eligibility shall be evaluated and determined by the EDCs. Subscribers verified by the EDC as meeting the program's eligibility standards at the time a Subscription is awarded will not need to re-certify eligibility at any point during the Subscription Term.

3.3 Subscription Method

On or before the Delivery Term Start Date of each SCEF, the EDC shall enroll customers, as identified by the EDC and directed by PURA, to meet the minimum requirements detailed in subsection 4.1. All customers awarded a SCEF Subscription shall be notified by the EDC and receive a Subscription Summary Form prior to enrollment in the SCEF program.

4 ENROLLMENT PROCESS

4.1 EDC-Administered Identification and Enrollment Process

For each SCEF placed in service prior to December 6, 2023, twenty (20) percent of the estimated annual output will be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional forty (40) percent of the estimated annual output of the SCEF will be subscribed through an EDC-administered identification and enrollment process by: LMI[1] Customers;

[1] Low- and moderate-income customer status is verified at the time of subscription sign-up only. Annual verification is not needed. Per PURA May 31, 2024 Ruling on Motion No. 10 in Docket 23-08-04 https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/a62ae0723bd0be3485258b2e0067273e/$FILE/23-08-04%20Motion%20No.%2010%20Ruling.pdf

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Affordable Housing Landlords, Entities and Facilities, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

For each SCEF placed in service on December 6, 2023 or later, fifty (50) percent of the estimated annual output will be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional twenty (20) percent of the estimated annual output of the SCEF will be subscribed through an EDC-administered identification and enrollment process by: LMI Customers; Affordable Housing Landlords, Entities and Facilities, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

4.2 Voluntary Enrollment Process

For each SCEF, any remaining capacity after the minimum required percentage of the estimated annual output of each SCEF has been allocated through the EDC-administered identification and enrollment process shall be available for voluntary enrollment by any eligible customer but is not required to be subscribed.

Customers wishing to enroll in the SCEF program for a voluntary subscription must complete the Subscriber Enrollment Form described in Section 4.3.

4.3 Subscriber Enrollment Form

Any Customer not already enrolled through the EDC-administered SCEF identification and enrollment process, wishing to become a Subscriber must apply to the program using the Subscriber Enrollment Form.

Based on the information provided in the Subscriber Enrollment Form, the EDC will verify the Customer's eligibility as one of the eligible customer types in subsection 3.1 Subscriber Requirements.

Submission of the Subscriber Enrollment Form does not guarantee that a customer will receive a SCEF subscription. Signing the Subscriber Enrollment Form authorizes the EDC to share Customer Information, including but not limited to Customer's name, address, utility account information and income verification documentation with third parties to the extent necessary to enable participation in the Program and other available energy assistance Programs.

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4.4 Subscription Summary Form

Customers awarded a SCEF subscription shall be provided a completed Subscription Summary Form. The Subscription Summary Form shall specify the details of the Subscriber's individual subscription, including the customer's monthly subscription kWh and bill credit amount, the Subscription's effective date and the SCEF to which they are subscribed.

Customers that choose not to participate in the SCEF program at the time of first enrollment must notify the EDC within three (3) days of receipt of the Subscription Summary Form. Customers that do not notify the EDC within 3 days shall be automatically enrolled in the program.

5 SUBSCRIPTION

5.1 Subscription Requirements

For any given billing meter, a Subscriber may have only one Subscription to one SCEF. A Subscriber may not subscribe for an amount that exceeds one hundred (100) percent of the Subscriber's historic average annual electric use (or, for a Subscriber with less than twelve (12) months of electric use, a reasonable estimate of historical use).

Each Subscriber's annual subscription kWh shall be sized to the customer's electric usage from the prior 12-month period. An EDC may award a Subscription to a voluntarily enrolled Customer for less than a Customer's electric usage from the prior 12-month period if awarding the Customer a Subscription based on their prior 12-month usage would result in over-subscribing the SCEF project. Subscriptions shall be sized at the time of program enrollment and will not change at any time over the course of the Subscription Term.

A Subscriber may not have a Subscription that exceeds forty (40) percent of the estimated annual output of the SCEF based on the historic average annual electric use of such Subscriber.

5.2 On-Bill Credit

The EDC will credit each Subscriber monthly based on one-twelfth of the Subscriber's share of the estimated annual output from the SCEF (i.e. annual Subscription kWh). The On-bill Credit each month will equal the Subscriber Savings Rate times one-twelfth of the Subscriber's annual Subscription kWh.[2]

The Subscriber Savings Rate will be $0.025/kWh.

[2] The On-bill Credit will be a fixed amount each month for the duration of the Subscription.

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Any On-bill Credit will be applied first to the Subscriber's late payment charges and arrearages, as applicable. Any On-bill Credit in excess of the Subscriber's electric bill shall roll over from month to month. SCEF Credits shall only be applied to a customer's bill when the customer is actively in service with the EDC.

5.3 Subscription Term

Subscriptions shall take ~~effect within~~effect within the 60 day period after the Delivery Term Start Date of the SCEF associated with the subscription ("Subscription Effective Date"). Subscriptions shall last for up to 20 years, unless terminated earlier pursuant to the terms in Section 7. Customers whose SCEF subscription is terminated will not be considered for re-enrollment in the program unless they complete a Subscriber Enrollment Form.

6 SUBSCRIPTION PORTABILITY AND TRANSFERABILITY

6.1 Portability

(a) A Subscriber may change premises and continue a Subscription at the new premises, so long as:
  (1) An Individual Billing Meter for electric service exists at the new premises;
  (2) The Individual Billing Meter at the new premises is within the same utility service territory; and
  (3) The Subscriber is established as the Customer of record for electric service at the new premises.

(b) If such Subscriber elects to continue the Subscription at the new premises, the Subscriber shall continue to receive the same monthly On-bill Credit.

(c) If such Subscriber is eligible to continue the Subscription at the new premises but elects not to do so, such action shall be subject to Section 7 below.

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6.2 Portability Window

Customers that move within the utility service territory shall be subject to a sixty (60) day portability window. It is the responsibility of the customer to notify the EDC of their new service address in order to maintain their SCEF subscription. Customers that do not notify the utility of their new service address within 60 days of ending service at their old address will be considered to have terminated service with the EDC and subject to the terms of Section 7.2 below.

6.3 Transferability

A Subscriber may not transfer a Subscription, in whole or in part, to another Customer.

7 CANCELLATION OR TERMINATION OF SUBSCRIPTION

7.1 Cancellation of Subscription by the Subscriber

Notification to the EDC of Cancellation

a) A Subscriber seeking cancellation of a Subscription must provide written notification at least thirty (30) days in advance to the EDC of any cancellation.
b) Cancellation of a Subscription shall take effect at the start of the next billing cycle of the Subscriber's EDC account.

7.2 Termination of Subscription by an EDC

EDC may only terminate a Subscription due to:

a) The termination of a Subscriber's electric service with EDC. Customers that are not in service with the EDC for a period of 60 days or more will be considered to have terminated electric service with the EDC for the purposes of the SCEF program.
b) The termination of the SCEF contract associated with the Subscription, meaning the SCEF project to which the Subscriber maintains a subscription is no longer active in the program.

7.3 Re-Enrollment After Cancellation or Termination

Customers whose subscription has been cancelled or terminated will not be considered for re-enrollment in the SCEF program unless they complete a Subscriber Enrollment Form and request to participate in the program. Past program participation does not guarantee future enrollment.