STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

Year 3 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,* and Section 25 of Public Act 23-102, *An Act Strengthening Protections for Connecticut's Consumers of Energy*

prepared by

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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, and Section 25 of Public Act 23-102, An Act Strengthening Protections for Connecticut's Consumers of Energy, 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:

- https://www.eversource.com/content/business/save-money-energy/clean-energy-options/connecticut-non-residential-renewable-energy-solutions
- 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), 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).

"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).

"Anaerobic Digestion" as defined in 16-1(a)(20) of General Statutes of Connecticut.

"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.

"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" shall mean a Brownfield as defined in Conn. Gen. Stat. Section 32-760: "any abandoned or underutilized site where redevelopment, reuse or expansion has not occurred due to the presence or potential presence of pollution in the buildings, soil or groundwater that requires investigation or remediation before or in conjunction with the restoration, redevelopment, reuse and expansion of the property." 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 2.2.8. hereof.

"Compensation Structure" shall have the meaning set in Section 2.2. hereof.

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

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

"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 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 2.2.9. 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 where there is currently no Customer Revenue Meter for the Project, but there will be electric service for the Project in the future (i.e., will be located behind a Revenue Meter).[2]

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

"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.

"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 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 2.4 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,

[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.

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.

"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.

2. TARIFF STRUCTURE AND PAYMENTS

2.1. **Tariff Structure**

2.1.1. 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.

2.1.2. The Rider will include provisions for the following:

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

2.1.2.2. 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.

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

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

2.1.4. 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.

2.2. **Compensation Structures**

2.2.1. 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.

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

2.2.2.1. 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.[3]

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

[3] 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.

2.2.3. 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.

2.2.4. 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.[4]

2.2.4.1. 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.

2.2.5. 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.

2.2.6. 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.

2.2.7. 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.

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

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

2.2.8.1. 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 2.2.6 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.

2.2.9. **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.

2.2.9.1. 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.

2.2.9.2. 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.

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

2.2.9.4. 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.

2.3. **Tariff Rates (Pricing)**

2.3.1. **Pricing for Large and Medium Zero Emission and Low Emission Projects**: Tariff pricing for Large and Medium Zero Emission and Low 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.

2.3.2. **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.

2.3.3. **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.

2.3.4. For Year 3, 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	$199.82/MWh	N/A
Medium Zero Emission	$188.90/MWh	$269.86/MWh
Large Zero Emission	$145.97/MWh	$208.53/MWh
Low Emission	$159.00/MWh	$227.14/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 23-08-03 (reference Section 1.4 of the Year 3 RFP for the full list of Netting Bid Price Caps):

Buy-All Bid Price Cap - NPV Retail Rate ($/MWh) = Netting Bid Price Cap ($/REC)[5]

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.

2.4. **Purchased Products**

2.4.1. 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.

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

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

2.4.2. 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.

3. ELIGIBILITY REQUIREMENTS

3.1. **Customer Eligibility Criteria**

3.1.1. Eligible Customers must be a current or future[6] 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.

3.1.2. Customers are eligible to submit only one Bid per technology or one 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.

3.1.3. 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:

3.1.3.1. The existing Project is in-service.

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

3.1.3.3. 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 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

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

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.

3.1.4. 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.

3.2. **System Sizing Requirements**

3.2.1. The total generation[7] of Customer Projects that are not Rooftop 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. 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.

3.2.2. 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.

3.2.3. 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[8].

3.2.4. 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.

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[7] The EDCs will apply a standard calculation using a capacity factor of no less than 15% for solar Projects and 90% for fuel cell 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.

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

3.2.4.1. A Connecticut Licensed Professional Engineer must certify the load expected to materialize over the five years following Bid submission is attributable to transportation electrification, fuel switching, and/or the removal of existing generation.

3.2.4.2. 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[9].

3.2.4.3. 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.

3.2.5. For New Construction Projects that are not SAM Customers or Rooftop 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.

3.3. **System Eligibility Criteria**

3.3.1. Eligible Zero Emission and Low 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.

3.3.2. Eligible Low Emission Projects shall also use Anaerobic Digestion or have emissions of no more than 0.07 pounds/MWh of nitrogen oxides, 0.10 pounds/MWh of carbon monoxide, 0.02 pounds/MWh of volatile organic compounds and one grain per one hundred standard cubic feet.

3.3.3. 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 Revenue/Production Meter. Projects intending to allocate to Beneficial Accounts may be sited on properties that do not have existing or future anticipated load.

3.3.4. 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.

3.3.5. Projects may not 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

[9] 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.

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[10], (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"). 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.

3.3.6. 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.

3.3.6.1. 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.

3.3.7. 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.

3.4. **Bid Eligibility Requirements**

3.4.1. 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

[10] 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 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.)

is responding. Projects physically located outside of the applicable EDC's service territory are ineligible.

3.4.1.1. 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.

3.4.2. Bids for Large and Medium Zero Emission and Low 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.

3.4.3. 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.

3.4.4. 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.

3.4.4.1. 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.

3.4.5. 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.

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

3.4.7. 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.

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

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

3.4.9.1. 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.

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

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

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

3.4.9.5. The Project must qualify as a Class I renewable energy source under Conn. Gen. Stat. Sec. 16-1(a)(20).

3.4.9.6. The Project shall emit no pollutants.

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

3.4.10.1. 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.

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

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

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

3.4.10.5. The Project must qualify as a Class I renewable energy source under Conn. Gen. Stat. Section 16-1(a)(20).

3.4.10.6. The Project shall use Anaerobic Digestion or have emissions of no more than 0.07 pounds/MWh of nitrogen oxides, 0.10 pounds/MWh of carbon monoxide, 0.02 pounds/MWh of volatile organic compounds and one grain per one hundred standard cubic feet.

4. SOLICITATION RULES AND PROCESS

4.1. 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.

4.2. **Process Overview**

4.2.1. The EDCs will procure zero emission technology Projects in three (3) size categories:

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

4.2.1.2. Projects over 200 kW, but less than 1,000 kW ("Medium"); and

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

4.2.2. The EDCs will procure low emission technology Projects less than or equal to 5,000 kW in one size category Projects ("Low").

4.2.3. The EDCs will allocate the available annual program capacity as follows:

4.2.4. Table 1: Capacity Allocations

Years 3 – 6[11]:

Category	Project Size (AC)	Total MW/ Procurement Year	Eversource MW/Year	UI MW/Year
Low Emission Projects	≤ 5,000 kW	10.0	8.0	2.0
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
Total Zero Emission Projects	-	100.0	80.0	20.0

4.2.5. In years 3-6, 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 60% of the available MWs for each category and will include one round of Project selection only. The second solicitation will be issued in August for the remaining 40% of the original available MWs for each category, plus any remaining MWs in the Small Zero Emission category from the February solicitation, and will include two rounds of Project selection only.

4.2.5.1. 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.

4.2.5.2. The solicitations for Small Zero Emission Projects will occur through a first come, first served process, subject to the availability of capacity and the "Two-Week Window" in accordance with the RFP schedule. For a two-week period beginning with the opening of the Small Zero Emission bidding period (the "Two-Week Window") as noted in the RFP schedule, all Bids will be treated as if they were submitted and received on the same date and time.

[11] These allocations are subject to change on an annual basis in accordance with Section 4 hereof.

4.2.5.2.1. At the conclusion of the Two-Week Window, the first come, first served process will apply.

4.2.5.2.2. If, during the Two-Week Window, an EDC receives bids for which the total capacity value exceeds available allocation capacity, the following process will apply:

4.2.5.2.2.1. The EDC will rank all bids received during the Two-Week Window using a random selection process;

4.2.5.2.2.2. Bids will be selected based on the randomly determined rank until the capacity allocation limit is exhausted;

4.2.5.2.2.3. 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.

4.2.6. In years 3-6, for the Medium and Large Zero Emission and Low 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 60% of the available MWs for each category and will include one round of Project selection only, with the exception of UI's Low Emission category, for which the entirety of the annual allocation will be made available in February, with any leftover allocation available in the August solicitation. The second solicitation will be issued in August for the remaining 40% of the original available MWs for each category, plus any remaining MWs in each category from the February solicitation, and will include two rounds of Project selection only.

4.2.7. 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.

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

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

4.2.9.1. 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.

4.3. **Bid Evaluation**[12]

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

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

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

4.3.2.1. 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.

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

4.3.3. 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.

4.3.4. 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.

4.3.5. 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.

4.3.6. For Large, Medium Zero Emission and Low 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 4.3.3 hereof) proposals first and will continue as described in Section 4.2 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.

4.3.7. 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.[13] However, new generation added to a Project Site with existing generation facilities may qualify as set forth herein including under Sections 3.1.3 and 3.3.7 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.

4.3.8. 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 4.3.7 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:

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

4.3.8.2. 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.

4.3.8.3. 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.

4.3.9. 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.

4.3.9.1. 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.

4.3.9.1.1. 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

[13] 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.

4.3.9.2. 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%).

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

4.3.9.3.1. 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.[14] Hybrid Projects do not qualify for the provision set forth in Section 4.3.9.3.2 hereof.

4.3.9.3.2. 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 2.3.4 hereof.

4.3.10. 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).

4.3.11. The EDCs will use the fixed price evaluation[15] 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.

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

4.4.1. 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.

[14] 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 20% Bid Preference resulting in an 8% Bid Preference.

[15] 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 4.3.3 hereof.

4.4.2. If selecting the last Project in the category's queue would cause the EDC to exceed 60 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 capacity cap.

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

4.4.3. 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.

4.4.4. 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).

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

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

4.5.1. When the selection of a medium or large zero emission or low 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.

4.5.2. If selecting the last Project in each category's queue would cause the EDC to exceed 60 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 capacity cap.

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

4.5.2.2. This section shall not apply to UI's low emission category as 100% of the MWs available are allocated to the February RFP.

4.5.3. 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.

4.5.4. 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.

4.5.5. 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).

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

4.5.7. 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).

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

4.6.1. 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.

4.6.2. 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.

4.6.3. 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.

4.6.4. 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).

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

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

4.7.1. When the initial selection of a medium or large zero emission or low 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.

4.7.2. 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 in an attempt to accommodate the next lowest priced Project in their respective Bid stacks. If the aggregated MWs can accommodate one or more lowest priced Project(s), the Bid(s) will be accepted. If it cannot, the remaining unused MWs 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, 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.

4.7.3. If either EDC has uncommitted MWs remaining in the low emission category after the second round of selected Agreements have been partially executed or exhausting all eligible Bids in the low emission category when applicable, the remaining unused MWs will not be allocated and will be rolled into the subsequent Program year in the low emission category.

4.7.4. 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, then the "stacking" of these Projects (for either Project selection or standby ranking purposes) will be performed using a random selection process.

4.7.5. 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).

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

4.7.7. 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).

4.8. **Performance Assurance**

4.8.1. Performance Assurance is required for all Projects at the time of Bid submission in the amount set forth in Section 4.8.2 hereof.

4.8.1.1. Performance Assurance shall not accrue interest.

4.8.2. 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

4.8.3. 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.

4.8.4. 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.

4.8.5. 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.

5. PROJECT PURCHASE COMMITMENT

5.1. **Binding Purchase Commitment**

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

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

5.1.3. 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.

5.1.4. 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:

5.1.4.1. 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.

5.1.4.2. 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.

5.1.4.3. 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.

5.1.4.4. For Projects that do not meet the criteria in Section 5.1.4.3 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.

5.2. **Term of Purchase Commitment**

5.2.1. 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.

5.2.2. 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.

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

5.2.2.2. No extensions will be granted to the 3-year deadline for achieving the In-Service Date with the exception of extensions granted by either PURA or the NRES ombudsperson as applicable.[16]

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

6. AGGREGATION AND RESALE OF PRODUCTS

6.1. **Aggregation of RECs**

6.1.1. As discussed in Section 2.4 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).[17]

6.1.2. 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

[16] 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.

[17] 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).

in 2022, the EDC may have aggregation batches for "2022 Zero Emission" (or "Q4 2022 Zero Emission") and "2022 Low Emission."

6.1.3. 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.

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

6.1.4.1. For low emission technologies, the Project owner is responsible for providing the EDC with all emission data as required by PURA to verify eligibility as a Class I renewable energy source on a schedule to be determined by the EDC, to ensure that the unit meets the emission upload schedule. If the Project does not provide emission data, or the emission data shows that the unit does not qualify as Class I renewable energy source, and therefore RECs were not created, then the Project may incur a fee of $40/MWh, or otherwise the RPS alternative compliance payment amount as required by Connecticut statute, regulation, and/or regulatory authority.[18]

6.1.5. 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.

6.1.6. 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.

6.1.7. 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.

7. METERING

7.1. <u>EDC's Ownership of Meters</u>

7.1.1. 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

[18] Currently, the alternative compliance payment is 4.0 cents per kWh.

exports and imports, to and from the distribution system. For Buy-All Projects, the Production Meter and Revenue Meter may be the same meter.

7.1.2. 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.

7.1.3. 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.

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 was well as net metering credits for energy exported to the grid. The value of reduced on-site load and net metering 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 December 1, 2021 through November 30, 2022 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 net metering 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 23-08-03 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[19]. The highlighted cells are Bid prices provided by Bidders while all other cells are calculated based on the processes discussed in this guideline.

[19] 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

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**

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 Projects

For every New Construction Project that is not a Rooftop 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[20] 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

[20] 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.

counterparty proactively, the EDCs will contact the counterparty on a date that is 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 2.2.8 and 2.2.9 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.[21]

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

[21] 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 (limited to 5 State, Agricultural, Municipal accounts, plus 5 additional nonstate or municipal beneficial critical facility accounts)	Billing Account #('s)	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 Tariff

Customer Host Account Name	Customer Host Billing Acct#	Amount of Net Metering Credit Allocated	Sum Of Target Allocation (must match "Amount of Net Metering Credit Allocated")	Customer Host Name	Customer Host Address	Project ID (example: LZNRT1-1234)
	YYYYYYY	0.00%	100.00%	Customer xyz	123 main st anywhere	LZNRT1-1234

Beneficial Account Name (limited to 5 State, Agricultural, Municipal accounts, plus 5 additional nonstate or municipal beneficial critical facility accounts)	Billing Account #('s)	Allocation %	Allocatee Name	Allocatee Street Address	Allocatee Town	Allocatee Type (State, Municipal, Agricultural, Nonstate or municipal critical facility)